



National Energy  
Board

Office national  
de l'énergie

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# **Collective Agreement**

**Between**

**The National Energy Board**

**and**

**The Professional Institute of  
the Public Service of Canada**

**For the Period: April 1, 2001 to  
March 31, 2003**

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## **Directory of Institute and Employer Contacts**

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### **NEB**

Employees (Team members) having questions regarding the application of this document, should contact their supervisor (Team Leader, Business Leader).

Team Leaders and Business Leaders requiring advice on the interpretation or application of this document, should contact staff in the Employee Relations Team.

### **PIPSC**

Paul Bourgeois	Chair	299-3149
Matt Groza	Vice-Chair	299-3151
Don Semper	Treasurer	299-3660
Susan-Marie Greentree	Steward	299-3606
Elizabeth Johnston		299-3130
Larry Ladell		299-3654
Abby Dorval		299-2756
Cassandra Crippen		299-3550
Scott Gedak		299-3674

## **Article 1 Purpose**

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- 1.01** The purpose of this Agreement is to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions.
- 1.02** The parties to this Agreement share a desire to maintain professional standards and to promote the increased efficiency of employees. Accordingly, they are determined to establish and foster an effective working relationship within the framework provided by law.

## **Article 2 Definitions**

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**2.01** For the purpose of this Agreement:

- (a) "bargaining unit" means the employees of the Employer who perform the following duties as referenced in the certificate issued by the Public Service Staff Relations Board on the 3<sup>rd</sup> day of February, 1995:
- (i) the planning, execution and control of data processing services involving the use of computers;
  - (ii) the planning, execution and control of programmes of economic development and programmes designed to promote the establishment, growth and improvement of industry, commerce, and export trade; the regulation of trade and commerce;
  - (iii) the conduct of economic and sociological research and surveys; the provision of quantitative and qualitative information; the development of recommendations on the economic and sociological aspects of programmes and developments that affect groups, regions, industries and the national economy as a whole; the provision of advice;
  - (iv) the planning, design, construction and maintenance of physical and chemical processes, systems, structures and equipment; the survey and measurement of features of the earth's surface; the development and application of engineering standards and procedures; the provision of advice;
  - (v) the drafting and interpretation of legislation; the preparation of contracts, leases, and other legal documents; the representation of litigants; the provision of legal research and editing services; the provision of advice;
  - (vi) the selection, acquisition, organization and subject analysis of recorded knowledge in libraries and documentation centres; the provision of reference and bibliographic services; the development and compilation of catalogues, bibliographies, indexes and other similar publications; the development and utilization of manual and automated systems for recording, storing and retrieving information in library systems; the provision of advice;
  - (vii) the analysis and forecasting of weather and climatic phenomena; the

development of instruments and methods for observing and recording atmospheric phenomena; the provision of advice;

- (viii) the analysis, interpretation, classification, measurement and survey of matter and of the physical composition and behaviour of earth and space; the provision of advice.

For ease of reference, the bargaining unit will include all employees of the National Energy Board who were classified in the computer systems administration, commerce, economics, sociology and statistics, engineering and land survey, law, library science, meteorology and physical sciences groups when the National Energy Board became a separate Employer and who perform the above duties as well as all employees hired since that time who are performing those duties.

- (b) "continuous employment" has the same meaning as specified in the Public Service Terms and Conditions of Employment Regulations on the date of signing of this Agreement as if an employee of the National Energy Board were appointed to a position under Schedule 1, Part 1 of the *Public Service Staff Relations Act*;
- (c) "daily rate of pay" means an employee's annual rate of pay divided by two hundred and sixty decimal eight eight (260.88);
- (d) a "day" is a twenty-four (24) hour period commencing at 00:01 hours;
- (e) "day of rest" in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform work other than by reason of being on leave;
- (f) "designated paid holiday" means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement;
- (g) "double time" means two (2) times the employee's hourly rate of pay;
- (h) "employee" means a person so defined by the *Public Service Staff Relations Act* and who is a member of the bargaining unit;
- (i) "Employer" means Her Majesty in right of Canada as represented by the National Energy Board;
- (j) "hourly rate of pay" means a full-time employee's annual rate of pay divided by nineteen hundred and fifty-six decimal six (1956.6);
- (k) "Institute" means the Professional Institute of the Public Service of Canada;
- (l) "Institute representative" means an employee elected or appointed to act on behalf of the Institute, and includes a Steward;
- (m) "lay-off" means the termination of an employee's employment because of lack of work,

the discontinuance of a function or the transfer of work or a function outside the Public Service;

- (n) "leave" means authorized absence from duty;
- (o) "membership dues" means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy;
- (p) "part-time employee" means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37 ½) hours per week but not less than twelve and one-half (12 ½) hours per week;
- (q) "substantive position" means the position to which an employee has been appointed or deployed under the *Public Service Employment Act* on either an indeterminate or term basis, but does not include acting appointments and other assignments of a temporary nature;
- (r) "time and one-half" means one and one half (1½) times the employee's hourly rate of pay;
- (s) a "week" shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday;
- (t) "weekly rate of pay" means an employee's annual rate of pay divided by fifty-two decimal one seven six (52.176).

**2.02** Except as otherwise provided in this Agreement, expressions used in this Agreement,

- (a) if defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,

and

- (b) if defined in the *Interpretation Act*, but not defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

### **Article 3 Official Texts**

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**3.01** Both the English and French texts of this Agreement shall be official.

## **Article 4 Application**

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**4.01** Except as otherwise provided in this Article 4, the provisions of this Agreement apply to the Institute, employees and the Employer.

**4.02** (a) "Student" means a person who is hired under the Employer's student employment program and who is subject to the Employer's Terms and Conditions governing the employment of students.

(b) Notwithstanding the provisions of clause 4.01, the provisions of this Agreement shall not apply to students engaged under the Employer's student employment program.

(c) Students will not be hired or employed to replace employees to whom the provisions of this Agreement apply or to avoid the appointment of such employees.

**4.03** Unless otherwise expressly stipulated, the provisions of this Agreement apply equally to male and female employees.

## **Article 5 Management Rights**

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

## **Article 6 Rights of Employees**

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

## **Article 7 No Discrimination**

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

## **Article 8 Sexual Harassment**

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8.01 The Institute and the Employer 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 workplace.

8.02 The First Level in the grievance procedure shall be waived if the person hearing the grievance is the subject of the sexual harassment complaint.

## **Article 9 Hours of Work**

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### **General**

9.01 The normal work week shall be Monday to Friday inclusive, consisting of thirty-seven and one-half (37½) hours. The normal work day shall consist of seven and one-half (7½) hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m. Hours of work, including banked time under clause 9.04, shall be arranged to meet operational requirements as determined by the Employer, taking into consideration wherever possible the preferences of individual employees.

### **Days of Rest**

**9.02** An employee shall be granted at least two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.

### **Leave and Attendance Reporting**

**9.03** Employees may be required periodically to submit leave and attendance reports. A reconciliation of hours worked will be made by the employee and immediate supervisor in connection with such reports.

### **Banked Time**

**9.04** An employee may elect with the approval of the Employer to work in excess of normal hours of work on a normal work day as specified in clause 9.01 or to work on a day of rest or designated paid holiday and to accumulate the excess hours on a straight time basis as banked time credits to be taken as leave in accordance with clause 9.05. The maximum number of hours of banked time accumulated at any time may not exceed thirty-seven and one-half (37½) hours without the consent of the Employer.

**9.05** Banked time credits will be taken as leave with pay at times agreed to by the employee and the Employer. The leave may be taken on a casual basis and on a pre-arranged schedule covering cycles of two (2), three (3) or four (4) calendar weeks.

**9.06** The Employer shall not compel an employee in any way to use the provisions of clause 9.04 where the work required is overtime as defined in Article 10 (Overtime, Call-Back and Standby).

### **Administration of Banked Time**

**9.07** For purposes of the administration of banked time arrangements, the following shall apply:

- (a) Where the Agreement refers to a "day", it shall be converted to seven and one-half (7½) hours;
- (b) On a normal work day, hours worked in excess of seven and one-half (7½) shall count as banked time credits in accordance with clause 9.04 or, as appropriate, overtime in accordance with clause 10.02 (a);
- (c) In the application of sub-clause (b), the calculation of banked time credits shall be based on each completed period of thirty (30) minutes;
- (d) A designated paid holiday shall account for seven and one-half (7½) hours only;
- (e) An employee who qualifies for:
  - (i) sick leave (clause 14.02);
  - (ii) bereavement leave (clause 16.02);
  - (iii) family-related leave for illness in the immediate family (clause 15.04(b));may substitute such leave for a day of leave approved pursuant to clause 9.05.

- 9.08** (a) An employee shall be required to accumulate sufficient banked time credits to account for a period of leave pursuant to clause 9.05 prior to taking such leave.
- (b) Notwithstanding (a), where, due to unforeseen circumstances beyond the control of the employee, an employee is unable to accumulate sufficient banked time credits as pre-arranged with the Employer in order to take approved leave, banked time credits may be temporarily advanced to the employee. The Employer shall not unreasonably deny such an advance.

### **Work at Home**

- 9.09** The Employer will make every reasonable effort to grant an employee's request to work at home. Details of the alternate work arrangement shall be agreed and recorded in writing by the Employer and the employee. The alternate work arrangement shall be consistent with the terms of this Agreement.

## **Article 10 Overtime, Call-back and Standby**

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### **Overtime**

- 10.01** Overtime means work required by the Employer in excess of the employee's scheduled hours of work. Overtime work will normally be authorized in advance.
- 10.02** When an employee is required to work overtime, the employee shall be compensated as follows:
- (a) on a normal work day, at the rate of time and one-half (1½) for each hour of overtime worked;
  - (b) on a first day of rest, at the rate of time and one-half (1½) for each hour of overtime worked;
  - (c) (i) on a second or subsequent day of rest, at the rate of double time (2) for each hour of overtime worked;
  - (ii) in the application of sub-clause (c)(i), where the overtime work commences on such second or subsequent day of rest and extends into the next day, all hours worked continuously will be paid at the rate of double time;
  - (iii) notwithstanding sub-clause (c)(i), where overtime is worked on a second or subsequent day of rest rather than a first day of rest at the request of an employee, then compensation shall be at the rate of time and one-half (1½) for each hour of overtime worked;

- (d) on a designated paid holiday;
  - (i) at the rate of time and one-half (1½) for each hour of overtime worked,  

or
  - (ii) at the rate of double time (2) for each hour worked where the designated paid holiday is contiguous to a second day of rest on which the employee also worked and received compensation in accordance with sub-clause 10.02(c)(i);  

in addition to the compensation that the employee would have been granted had the employee not worked on the designated paid holiday.
  - (iii) In the application of sub-clause (d)(ii), where the overtime work paid for at double time commences on the designated paid holiday and extends into the next day, all hours worked continuously will be paid at the rate of double time.

**10.03** All calculations for overtime shall be based on each completed period of thirty (30) minutes.

**10.04** Except in cases of emergency, call-back, standby or by mutual agreement, the Employer undertakes to provide as much advance notice as possible of any requirement for the performance of overtime.

### **Overtime Meal Allowances**

- 10.05** (a) An employee who works three (3) or more hours of overtime immediately before or immediately following scheduled hours of work shall be reimbursed for one meal in the amount of \$9.00, except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to the employee's place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of \$7.00, except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to the employee's place of work.
- (c) Sub-clauses 10.05(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

## **Call-Back**

**10.06** When an employee is called back to work unscheduled overtime or when an employee who is on stand-by duty is called back to work by the Employer any time outside the employee's normal working hours, the employee shall be entitled to the greater of:

(a) a minimum of three (3) hours' pay at the applicable overtime rate,

or

(b) compensation at the applicable overtime rate for each hour worked.

**10.07** Where an employee completes a call-back requirement without leaving the location at which the employee was contacted, the minimum of three (3) hours provided in sub-clause 10.06 (a) shall be replaced by a minimum of one (1) hour which shall apply only once in respect of each one-hour period.

## **Standby**

**10.08** An employee designated for standby duty shall be available during the period of standby at a known telephone number and be able to report for duty as quickly as possible if called. The Employer will normally supply an electronic communications device or cellular telephone to an employee designated for standby duty. Where an employee who is supplied by the Employer with an electronic communications device or cellular telephone is not required to be available to respond to contacts, the employee is not deemed to be on standby duty.

**10.09** When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be compensated at the rate of one-half (½) hour's pay for each four (4) hour period or portion thereof of standby duty. No payment shall be made where the employee is unable to perform work when required.

**10.10** An employee on standby who is called to perform work by the Employer and who performs work shall be compensated in accordance with clause 10.06 or 10.07 (Call-Back), whichever applies.

## **Compensatory Leave**

**10.11** Upon application by the employee and with the approval of the Employer, compensation earned under this Article may be taken in the form of compensatory leave (reference Article 13.08 and 13.09), which will be calculated at the applicable premium rate laid down in this Article.

Compensatory leave earned in, or carried over to a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's rate of pay in effect at that date, unless carried over by mutual agreement.

## **Payments**

**10.12** When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, within six (6) weeks of the commencement of the first pay period after September 30 of the next following fiscal year.

## **Article 11 Travelling Time**

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**11.01** When the Employer requires an employee to travel for the purpose of performing duties, the employee shall be compensated in the following manner:

- (a) on a normal working day on which an employee travels but does not work, the employee shall receive regular pay for the day.
- (b) on a normal working day on which an employee travels and works, the employee shall be paid:
  - (i) regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7½) hours,  

and
  - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7½) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay in any day, calculated at the straight-time rate.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum payment of twelve (12) hours pay, calculated at the straight-time rate.

**11.02** For the purpose of clause 11.01, the travelling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- (b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as

applicable, direct to the destination and, upon return, direct back to the employee's residence or work place;

- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

**11.03** All calculations for travelling time shall be based on each completed period of thirty (30) minutes.

**11.04** Upon application by the employee and with the approval of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in, or carried over to a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's rate of pay in effect at that date, unless carried over by mutual agreement.

**11.05** When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first pay period after September 30 of the next following fiscal year.

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

**11.07** Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in Article 19 (Career Development and Training).

## **Article 12 Designated Paid Holidays**

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### **General**

**12.01** Subject to clause 12.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- (e) Canada Day,



- (f) the first Monday in August
- (g) Labour Day,
- (h) Thanksgiving Day,
- (i) Remembrance Day,
- (j) Christmas Day,
- (k) Boxing Day,

and

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

**12.02** An employee absent without pay on both the employee's full working day immediately preceding and the employee's full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 24 (Leave for Staff Relations).

### **Designated Paid Holiday Falling on a Day of Rest**

**12.03** When a day designated as a paid holiday under clause 12.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following the employee's day of rest.

**12.04** When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 12.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

and

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

### **Compensation for Work on a Paid Holiday**

**12.05** Compensation for work on a paid holiday will be in accordance with Article 10 (Overtime, Call-Back and Standby).

### **Designated Paid Holiday Coinciding with a Day of Paid Leave**

**12.06** Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause 12.03, the designated paid holiday shall not count as a day of leave.

## **Article 13 Vacation Leave**

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### **Vacation Year**

**13.01** The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>, inclusive.

### **Accumulation of Vacation Leave Credits**

**13.02** An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rate:

- (a) one and one-quarter (1 ¼) days until the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;
- (b) one and two-thirds (1 ⅔) days commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) one and eleven-twelfths (1 11/12) days commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (d) two and one-twelfth (2 1/12) days commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (e) two and one-third (2 ⅓) days commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;
- (f) two and one-half (2 ½) days commencing with the month in which the employee's twenty-ninth (29<sup>th</sup>) anniversary of service occurs;

**13.03** For the purpose of clause 13.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, has taken severance pay. However, the above exception shall not apply to an employee who received severance pay on lay-off and was reappointed to the Public Service within one (1) year following the date of lay-off.

### **Entitlement to Vacation Leave With Pay**

**13.04** An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

### **Provision for Vacation Leave**

**13.05** In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

- (a) to provide an employee's vacation leave in an amount and at such time as the employee may request;
- (b) not to recall an employee to duty after the employee has proceeded on vacation leave.

### **Replacement of Vacation Leave**

**13.06** Where, in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave,  

or
- (b) is granted sick leave on production of a medical certificate,  

or
- (c) is granted leave with pay because of illness in the immediate family,

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

**13.07** (a) Where in any vacation year an employee has not used all the vacation leave credited to the employee, the unused portion of vacation leave shall be carried over up to a maximum of thirty-five (35) days of credits, unless the maximum of thirty-five (35) days is waived on written agreement of the employee and the Employer. Vacation leave credits in excess of this maximum will be paid out at the rate of pay for the employee's substantive position in effect on the March 31<sup>st</sup> immediately preceding the payout.

(b) Liquidation

During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be compensated at the rate of pay for the employee's substantive position.

### **Recall From Vacation or Compensatory Leave**

**13.08** Where, during any period of vacation or compensatory leave, an employee is recalled to duty,

the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, incurred:

(a) in proceeding to the employee's place of duty,

and

(b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the recall assignment,

after submitting such accounts as are normally required by the Employer.

**13.09** The employee shall not be considered as being on vacation or compensatory leave during any period in respect of which the employee is entitled under clause 13.08 to be reimbursed for reasonable expenses incurred by the employee.

### **Cancellation of Vacation Leave**

**13.10** When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer 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 Employer 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 Employer.

### **Leave When Employment Terminates**

**13.11** When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the daily rate of pay for the employee's substantive position on the date of termination of employment.

### **Vacation Leave Credits for Severance Pay**

**13.12** Where the employee requests, the Employer shall grant the employee unused vacation leave credits prior to termination of employment.

## Recovery on Termination

**13.13** In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to the employee's substantive position on the date of termination.

## Article 14 Sick Leave

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**14.01** An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.

**14.02** Sick leave with pay shall be granted when an employee is unable to work because of illness or injury provided that:

(a) the employee satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,

and

(b) the employee has the necessary sick leave credits.

**14.03** Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury the employee was unable to perform work shall be considered as meeting the requirements of clause 14.02(a).

**14.04** Sick leave with pay shall not be granted during any period in which an employee is on leave of absence without pay or under suspension.

**14.05** 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.

**14.06** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 14.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

**14.07** Sick leave credits earned but unused by an employee during a previous period of employment in the Public Service shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed within one (1) year from the date of lay-off.

## **Article 15 Parental and Family-related Leave/Maternity Allowance**

### **Maternity Leave Without Pay**

**15.01** The terms and conditions governing Maternity Leave Without Pay and the Maternity Allowance are set out in Appendix 4 to this agreement.

### **Parental Leave Without Pay/Parental Allowance**

**15.02** The terms and conditions governing Parental Leave Without Pay, to which a parent of either gender is entitled upon the birth or adoption of a child, and the Parental Allowance, are set out in Appendix 5 to this Agreement.

### **Leave Without Pay for Care and Nurturing**

**15.03** Subject to operational requirements, an employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children; or the long term care of an ill or aged parent or a disabled child or other family member permanently residing in the employee's household or with whom the employee permanently resides; in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purpose of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

### **Leave With Pay for Family-Related Responsibilities**

**15.04** (a) For the purpose of this clause, family is defined as spouse (or common-law spouse residing with the employee), dependent children (including children of legal or common-law spouse and foster children residing with the employee), parents (including stepparents or foster parents), or any relative permanently residing in the employee's

household or with whom the employee permanently resides.

- (b) The total leave with pay which may be granted under sub-clause 15.04 (c) shall not exceed five (5) days in a fiscal year.
- (c) The Employer shall grant leave with pay under the following circumstances:
  - (i) up to one-half (½) day to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies. A dependent family member is a family member who is incapable of attending the appointment unaccompanied. An employee is expected to make reasonable efforts to schedule appointments to minimize the employee's absence from work and must notify the supervisor of the appointment as far in advance as possible;
  - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
  - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
  - (iv) five (5) days' marriage leave for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice.

### **Leave Without Pay for Relocation of Spouse**

- 15.05**
- (a) At the request of an employee, leave without pay for a minimum period of three (3) months and a maximum period of one (1) year shall be granted to an employee whose spouse is relocated.
  - (b) The Employer may, at its option, appoint or deploy another person, on an indeterminate basis, to the position that was occupied by the employee.
  - (c) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not count for pay increment purposes.

## **Article 16 Other Leave With or Without Pay**

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### **Validation**

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

### **Bereavement Leave**

**16.02** For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee:
  - (i) shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee;
  - (ii) in addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to up to one (1) day's bereavement leave with pay for purposes related to the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement vary on an individual basis. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 16.02(a)(i) and (b) or for persons other than those listed in this clause.

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

- 16.03**
- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
  - (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
  - (c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's 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 or leave for relocation of spouse without the consent of the Employer.



- (d) Leave granted under (a) shall be counted 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 be counted for pay increment purposes.
- (e) Leave without pay granted under (b) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- (f) Leave without pay granted under this article shall not be used for working for another employer.

### **Court Leave With Pay**

**16.04** Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;

or

- (c) by subpoena or summons to attend as a witness in any proceeding held
  - (i) in or under the authority of a court of justice or before a grand jury,
  - (ii) before a court, judge, justice, magistrate or coroner,
  - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

### **Injury-on-Duty Leave With Pay**

**16.05** An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Worker's Compensation Board that the employee is unable to perform duties because of:

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

or

- (c) exposure to hazardous conditions in the course of employment,

if the employee agrees to pay to the Receiver General of Canada any amount received for loss of wages in settlement of any claim the employee may have in respect of such injury, sickness or exposure.

### **Examination Leave**

**16.06** Leave with pay to take examinations or defend dissertations may be granted by the Employer to an employee who is not on education leave where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

### **Personnel Selection Leave**

**16.07** Where an employee participates in a personnel selection process, including the redress process where applicable, for a position in the Public Service, the employee is entitled to leave 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 Employer considers reasonable for the employee to travel to and from the place where the employee's presence is required.

### **Other Leave With or Without Pay**

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

## **Article 17 Leave - General**

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- 17.01** When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by death or layoff, the employee is considered to have earned the amount of leave with pay granted.
- 17.02** An employee is entitled to be informed, once in each fiscal year, of the balance of the employee's leave credits.
- 17.03** The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 17.04** An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- 17.05** An employee is not entitled to leave with pay during periods the employee is on leave without pay, on educational leave or under suspension.

## **Article 18 Severance Pay**

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- 18.01** Under the following circumstances and subject to clause 18.02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay for the employee's substantive position on the last day of employment:
- (a) Lay-Off
    - (i) on the first lay-off from the Public Service, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment;
    - (ii) on second or subsequent lay-off from the Public Service, one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under 18.01(a)(i) above.
  - (b) Resignation

On resignation, subject to clause 18.01(c) and with ten (10) or more years of continuous employment, one-half (½) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.
  - (c) Retirement

On retirement, when an employee is entitled to an immediate annuity or to an immediate

annual allowance under the *Public Service Superannuation Act*, 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) week's pay.

(d) Death

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 three hundred sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable;

(e) Termination for Incapacity

When an employee has completed more than one (1) year of continuous employment and is terminated by reason of incapacity, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**18.02** 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 benefit by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under clause 18.01 be pyramided.

## **Article 19 Career Development and Training**

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### **General**

**19.01** The parties recognize that, in order to maintain and enhance professional expertise, employees need opportunities from time to time to participate in career development and training activities described in this Article. Participation in such activities is subject to operational and budgetary considerations, and should be equitably distributed among members of the bargaining unit having regard to specific individual needs.

### **Professional Development**

**19.02** (a) An employee shall have the opportunity on occasion to attend conferences and to participate in training programs which support current and future roles required by the organization.

- (b) An employee on occasion may be granted approval to participate in work exchanges and research projects related to the employee's field of specialization.
- (c) An employee participating in activities under this clause will be reimbursed reasonable expenses including registration fees, tuition and travel expenses.
- (d) An employee shall not be entitled to any compensation under Article 10 (Overtime, Call-Back and Standby) and Article 11 (Travelling Time) in respect of participation in activities under this clause unless such participation was directed by the Employer and not voluntary on the part of the employee.

## **Education Leave**

- 19.03** (a) An employee may be granted education leave without pay for periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for study in some field of education to enable the employee to fill a present or future role more adequately.
- (b) An employee on education leave without pay under this clause shall receive an allowance in lieu of salary of up to 100% of basic salary. The percentage of this allowance is at the discretion of the Employer and must be agreed to in writing between the Employer and the employee prior to leave being approved.
- (c) An allowance already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such an allowance is to be continued in whole or in part.
- (d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
- (i) fails to complete the course,
  - (ii) does not resume employment with the Employer on completion of the course,
- or
- (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course,

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

## **Article 20 Recognition**

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**20.01** The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 3<sup>rd</sup> day of February 1995 covering the professional bargaining unit.

## **Article 21 Check-off**

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**21.01** The Employer will as a condition of employment deduct in each month an amount equal to the monthly membership dues of the Institute from the pay of each employee in the bargaining unit. Where an employee does not have sufficient earnings in respect of a month to permit deductions under this Article, the Employer will not make such deductions for that month from subsequent salary.

**21.02** The Institute shall inform the Employer in writing of the authorized amount to be deducted pursuant to clause 21.01.

**21.03** For the purpose of applying clause 21.01, deductions from pay for each employee in respect of each month will start with the first full month of employment.

**21.04** An employee who satisfies the Employer and the Institute to the extent that the employee declares by affidavit:

(a) membership in a recognized religious organization whose doctrine prevents as a matter of conscience financial contributions to an employee organization,

and

(b) that the employee will make contributions equal to dues to a charitable organization registered pursuant to the *Income Tax Act*, other than the religious organization named in the affidavit,

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.

**21.05** No employee organization, as defined in Section 2 of the *Public Service Staff Relations Act*, other than the Institute shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

**21.06** The amounts deducted in accordance with clause 21.01 shall be remitted monthly to the Institute 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.

**21.07** The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.

**21.08** The Institute agrees to indemnify and save the Employer 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 Employer, in which case the liability shall be limited to the amount of the error.

**21.09** When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

## **Article 22 Use of Employer Facilities**

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**22.01** The Employer recognizes the mutual benefits of providing the Institute reasonable access to its facilities and, on request, may permit:

- (a) an accredited representative access to the Employer's premises;
- (b) use of meeting rooms when available;
- (c) use of bulletin board space and electronic communication systems;

and

- (d) storage of Institute files and literature.

Such permission shall not be unreasonably withheld.

## **Article 23 Information**

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**23.01** The Employer agrees to supply the Institute on a quarterly basis with an alphabetical list of all employees in the bargaining unit. The list referred to herein shall include the name, business unit and classification of the employee and shall be provided within one month following the termination of each quarter. The list will also identify employees who, during the quarter, have entered the bargaining unit, left the bargaining unit or who commence leave without pay for a period greater than three (3) months. In the case of an employee temporarily leaving the bargaining unit, the list will so indicate.

**23.02** The Employer agrees to supply each employee with a copy of the Agreement and any amendments thereto.

**23.03** The Employer shall ensure that employees have access to all policies and authorities which establish terms and conditions of employment applicable to the bargaining unit.

## **Article 24 Leave for Staff Relations**

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### **Institute Representatives**

**24.01** The Employer acknowledges the right of the Institute to elect or appoint Institute Representatives from amongst the members of the bargaining unit to act on behalf of the Institute for purposes of representing individual employee and bargaining unit concerns. The Institute shall inform the Employer promptly and in writing of the names and roles of its Representatives and of any subsequent changes.

### **Leave With Pay**

**24.02** The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board, by a fact-finder appointed under s.54.1, in an alternate dispute resolution process pursuant to s.61 or by a designation review panel established pursuant to s.78.1(8) of the *Public Service Staff Relations Act*.

**24.03** Where operational requirements permit, the Employer will grant leave with pay:

- (a) to an Institute Representative to attend training sessions concerning Employer-employee relations sponsored by the Employer;
- (b) to an employee who makes a complaint, or to an employee or an Institute Representative who acts on behalf of an employee making a complaint to the Public Service Staff Relations Board pursuant to Section 23 of the *Public Service Staff Relations Act*;
- (c) to an employee called as a witness before the Public Service Staff Relations Board by an employee or the Institute;
- (d) to an employee representing the Institute or called as a witness by the Institute by an Arbitration Board or Conciliation Board, by the fact-finder appointed under s.54.1, in an alternate dispute resolution process pursuant to s.61 or by a designation review panel established pursuant to s.78.1(8) of the *Public Service Staff Relations Act*;
- (e) to an employee who is a party to an adjudication, who represents an employee who is a party to an adjudication, or who is called as a witness by an employee who is a party to an adjudication;
- (f) to an employee who presents a grievance to the Employer, who represents an employee who presents a grievance, or with whom the Employer seeks to meet in connection with a grievance;
- (g) to an employee and to the Institute Representative of the employee for purposes of discussing a grievance;

and

- (h) to an Institute Representative to attend meetings with management.



## **Leave Without Pay**

**24.04** Where operational requirements permit, the Employer will grant leave without pay:

- (a) to Institute Representatives to undertake training sponsored by the Institute related to their duties as a Representative;
- (b) to Institute Representatives in an application for certification, or to an employee who makes personal representations in an application for certification;
- (c) to Institute Representatives for purposes of attending contract negotiation meetings on behalf of the Institute or preparatory contract negotiation meetings;

and

- (d) to an employee to attend meetings and conventions provided in the Constitution and By-Laws of the Institute.

## **Article 25 Resolution of Problems**

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The Employer and the Institute share a desire to resolve disputes or disagreements wherever possible through co-operative processes characterized by prompt and open discussion and creative problem-solving. These processes include informal discussions between employees and their supervisors and between the Institute and the Employer, formal Joint Consultation (see Article 26), and the grievance procedure (see below). Employees also have access to other processes which address special concerns or offer help to deal with difficult problems; for example, the staffing appeals procedure, and the Employee Assistance Program (EAP).

The Employer and the Institute urge employees to attempt to resolve issues and concerns as early as possible and to use the remedy process most appropriate to their problem. The parties are committed to establishing an environment in the workplace where use of problem-solving processes is viewed as an essential element of due process and effective human resource management.

The Employer recognizes that employees have a right to present a grievance or to use the problem-solving processes provided in this Agreement and shall not seek by intimidation or threat to cause an employee to abandon a grievance or to refrain from exercising their rights.

### **Employee-Supervisor Meeting**

**25.01** The parties encourage informal discussion between employees and their supervisors to resolve problems without recourse to a formal grievance. The parties may, where appropriate and requested, provide assistance to help facilitate a resolution of the problem acceptable to employees and their supervisors. While discussion must begin within the time limit prescribed in clause 25.08, it is agreed that the period required to conduct discussions shall not count as elapsed time for the purpose of grievance time limits.

### **Grievance Procedure**

**25.02** (a) Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an

employee who feels treated unjustly or aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in this Article, except where another administrative procedure for redress is provided by or under any Act of Parliament, such procedure must be followed in lieu of presenting a grievance.

- (b) Where the grievance relates to the interpretation or application of this Agreement or an Arbitral Award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Institute.

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

- (a) First Level: Responsible Business Leader or, where agreed by the parties, the Chief Operating Officer;
  - (i) The purpose of this level is to provide disclosure of information relating to the problem or disagreement which will facilitate open discussions and the exploration of a voluntary resolution acceptable to all parties to the grievance. Where agreed by the parties, problem-solving options such as a joint mediation committee or external mediator may be used.
  - (ii) A reply at this level shall report either that the grievance has been resolved, including the terms of resolution, or that it has not been resolved. In the latter case, the reply shall also include an agreed statement of facts and issues.
- (b) Final Level: Chief Operating Officer or, where the Chief Operating Officer has replied at the First Level, the Chairman of the National Energy Board.

A Final Level reply shall include a written statement of the reasons for the decision.

**25.04** Where it appears that the nature of the grievance is such that a decision cannot be given below the Final Level, the First Level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Institute. Where the Employer terminates an employee, the grievance shall be presented at the Final Level only.

## **Filing a Grievance**

- 25.05** (a) An employee who wishes to present a grievance to the First Level of the grievance procedure shall transmit the grievance to the immediate supervisor who shall forthwith provide the employee with a receipt stating the date on which the grievance was received and submit the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level.
- (b) A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

## **Representation**

- 25.06** If an employee so desires, the employee may be assisted and/or represented by the Institute when using the grievance procedure described in this Article.
- 25.07** Where an employee has been represented by the Institute in the presentation of a grievance, the Employer will provide the representative of the Institute with a copy of the Employer's reply at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

### **Time Limits**

- 25.08** An employee may present a grievance in the manner prescribed in clause 25.05 not later than thirty (30) calendar days after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.
- 25.09** An employee may present a grievance at the Final Level of the grievance procedure within thirty (30) calendar days after the reply at the First Level has been conveyed in writing to the employee.
- 25.10** The Employer shall normally reply to an employee's grievance at either the First Level or the Final Level of the grievance procedure within thirty (30) calendar days of the submission or transmission of the grievance.
- 25.11** (a) Where the provisions of clause 25.05 cannot be complied with and 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 Employer on the day it is delivered to National Energy Board headquarters.
- (b) Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the Final Level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 25.12** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Institute representative.

### **Abandonment of a Grievance**

- 25.13** Any employee who fails to present a grievance to the Final Level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond

the employee's control, the employee was unable to comply with the prescribed time limits.

**25.14** An employee may by written notice to the employee's immediate supervisor abandon a grievance at any level of the grievance procedure.

### **Non-Adjudicable Grievances**

**25.15** Where a grievance has been presented up to and including the Final Level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the Final Level in the grievance process is final and binding and no further action may be taken under the *Public Service Staff Relations Act*.

### **Adjudication**

**25.16** Where an employee has presented a grievance up to the Final Level in the grievance procedure with respect to:

(a) the interpretation or application in respect of the employee of a provision of this Agreement or related Arbitral Award,

or

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

and the grievance has not been dealt with to the employee's satisfaction, the employee may refer the grievance to adjudication in accordance with the provisions of the *Public Service Staff Relations Act* and Regulations.

**25.17** An employee is not entitled to refer to adjudication a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an Arbitral Award unless the Institute signifies in the prescribed manner its approval of the reference of the grievance to adjudication and its willingness to represent the employee in the adjudication proceedings.

### **Arbitration**

**25.18** In the case of a grievance relating to termination of employment or demotion pursuant to paragraph 11(2)(g) of the *Financial Administration Act*, an employee, or the Institute acting

on the employee's behalf, may by written notice given to the Employer no later than sixty (60) calendar days after the earlier of

(a) the day on which the employee receives a reply at the Final Level,

or

(b) the last day on which the Employer is required to reply to a grievance at the Final Level,

refer the dispute for final and binding determination to a mutually agreed arbitrator in accordance with the provisions of clause 25.19. If the parties cannot agree to a mutually acceptable arbitrator, the parties will seek a recommendation for an arbitrator from the Chairperson of the Public Service Staff Relations Board. Where no written notice is given to the Employer within the time limits prescribed in this clause, a dispute may not be referred for arbitration.

- 25.19** (a) The arbitrator shall convene a hearing to consider the oral submissions of the parties and may receive written submissions as required.
- (b) Where the arbitrator considers reinstatement of an employee, the arbitrator shall hear and give due consideration to representations from the parties concerning the merits of reinstatement.
- (c) Subject to sub-clause (b), the arbitrator shall have the same authority and powers as a person appointed to hear and adjudicate on grievances under the *Public Service Staff Relations Act*.
- (d) The fees and expenses of the arbitrator shall be borne equally by the Employer and the employee. Where the employee is represented by the Institute, the Institute shall be responsible for the employee's share of such fees and expenses.

## **Article 26 Joint Consultation**

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**26.01** The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest including, wherever possible, contemplated changes in conditions of employment or working conditions not governed by this Agreement.

**26.02** Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this Agreement.

**26.03** Joint Consultation Committees shall be composed of mutually agreeable numbers of employee and Employer representatives who shall meet at mutually satisfactory times. Committee

meetings shall normally be held on the Employer's premises during working hours.

**26.04** Employees attending Consultation Committee meetings shall be protected against any loss of normal pay by reason of their attendance.

## **Article 27 Discipline**

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### **Preamble**

The purpose of discipline is to maintain those standards of conduct and rules that are desirable or necessary in achieving the goals and objectives of the organization.

A disciplinary measure, in the form of a written reprimand, suspension without pay, financial penalty or termination shall be imposed on an employee for just cause.

This Article does not restrict the Employer from attempting to resolve problems of a non-disciplinary nature through an informal problem-solving process in accordance with Article 25 (Resolution of Problems).

**27.01** (a) The Employer agrees that, prior to imposing discipline, the Employer will undertake an investigation, which includes meeting with the employee in order to provide the employee an opportunity to hear the issues or allegations. The Employer shall endeavour to obtain all other relevant information and shall interview other employees or any witness(es) as appropriate. The employee shall have the opportunity to respond to the evidence or allegations from the investigation.

(b) The Employer shall advise the employee of the results of the investigation and should the Employer determine that disciplinary action is warranted, shall so inform the employee. In the case of a verbal reprimand, the employee shall be informed verbally. In the case of more severe discipline, the Employer shall provide the employee a written letter of discipline, at the time of the disciplinary action, stating the grounds on which a disciplinary measure is imposed.

(c) Employees have the right to representation during the investigation and disciplinary process.

**27.02** The Employer agrees not to introduce as evidence in a grievance or adjudication hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing a grievance or within a reasonable time thereafter.

**27.03** Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

## **Article 28 Employee Performance Review and Employee Files**

- 28.01** (a) For the purpose of this Article, a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed assigned tasks during a specified period in the past.
- (b) A formal assessment and/or appraisal of employee performance shall be recorded on a form prescribed by the Employer for this purpose.
- 28.02** (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on the assessment form shall be considered to be an indication only that its contents have been read and shall not indicate concurrence with the statements contained on the form. A copy of the employee's assessment form shall be provided to the employee at the time the assessment is signed by the employee.
- (b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- 28.03** When an employee disagrees with the assessment and/or appraisal of the employee's work, the employee shall have the right to present written counterarguments to the person(s) or committee(s) responsible for the assessment and/or appraisal decision.
- 28.04** Upon written request of an employee, the personnel file of that employee shall be made available once per year for examination in the presence of an authorized representative of the Employer.
- 28.05** When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

## **Article 29 Statement of Duties**

- 29.01** Upon request, an employee shall be entitled to a current statement of the duties and responsibilities of the employee's position, including the position's classification level and job evaluation print-out.

## **Article 30 Safety and Health**

- 30.01** The Employer shall make all reasonable provisions for the occupational safety and health of employees.

Note: The occupational safety and health provisions of Part II of the *Canada Labour Code* apply to the National Energy Board and its employees.

## **Article 31 Technological Change**

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**31.01** The parties will consult as far as possible in advance of the introduction of technological change in order to find ways and means of maximizing the benefits of technological change on operations and minimizing any adverse effects on employees which might result from such changes. Consultation will occur at a Joint Consultation Committee (see Article 26) or through such other means as may be agreed to by the Institute and the Employer.

**31.02** The subject matter for consultation on technological change will include, but not be limited to, the following:

- (a) effects on employees and the impact on operations;
- (b) needs and opportunities for technological change identified by either party;
- (c) technological options;
- (d) implementation strategies;
- (e) training and support;
- (f) communication plan;

and

- (g) ergonomic considerations.

**31.03** When, as a result of technological change, an employee requires new skills or knowledge in order to perform duties required by the Employer, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

## **Article 32 Workforce Adjustment**

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### **Preamble**

**32.01** It is the desire of the Employer to minimize the impact of workforce adjustment situations on indeterminate employees. It is, however, recognized that it is impracticable to guarantee the continuation of a specific position or job. The Employer will make every reasonable effort to deploy or find alternate work with the Employer for employees affected by a workforce adjustment situation. When this option is not available, the Employer will offer support, in the manner set out in this Article, to those employees for whom no position can be made available.

### **Representation**



- 32.02** (a) Employees affected by a workforce adjustment situation have the right to be represented by the Institute throughout the process.
- (b) The Employer shall notify the Regional Representative of the Institute, as far in advance as possible, of workforce adjustment situations affecting employees in the bargaining unit, such notice to specify if positions will or will not be available for the employees so affected.

### **Identification of Employees Surplus to Requirements**

**32.03** Where the services of one or more employees are no longer required by reason of a lack of work, the discontinuance of a function or the transfer of work or a function outside the National Energy Board, the Employer shall identify those employees occupying positions in the affected occupation(s) in the affected business unit(s) who are subject to lay off and may declare those employees to be surplus to requirements.

### **Notification to Employees**

- 32.04** (a) The Employer shall notify, in writing, those employees deemed to be surplus to requirements that their services will no longer be required, including information on the reasons for the decision, and identify the scheduled date of surplus.
- (b) Notification pursuant to sub-clause (a) will be given as far in advance as possible, but no later than ninety (90) days in advance of the scheduled date of surplus.
- (c) The employee shall be considered to be in surplus status from the date that notification is given.
- (d) The Employer shall inform and counsel surplus employees as to their entitlements and options as early as possible following notification and shall continue to work with them throughout the process.

### **Job Offer or Deployment**

- 32.05** (a) Where practicable, the Employer will offer surplus employees:
- (i) Appointment to an available position with the National Energy Board in the province of Alberta for which they are qualified;
- or
- (ii) Where no such position is available and subject to the conditions set out in clause 32.06, an alternate position with the National Energy Board in the province of Alberta for which the employee is considered to be retrainable.
- (b) The Employer will make every effort to identify the position to be offered in accordance with sub-clause (a) at the time that the employee is declared surplus, although it is recognized that there may be instances where a definitive job offer cannot be made until later in the transition period, as defined in sub-clause 32.07(a).
- (c) Appointment of a surplus employee to an alternate position, with or without the

requirement for retraining, shall normally be at a level equivalent to that previously held by the employee but this does not preclude appointment to a lower level. If appointed to a position at a lower level, the employee shall be accorded salary protection as set out in clause 39.07 of Article 39 (Pay Administration).

- (d) Should an employee decline a reasonable job offer made in accordance with this clause, or a reasonable job offer of indeterminate employment from within the public service in the province of Alberta in a bargaining unit represented by the Institute, such employee shall be laid off one month following the declination of the job offer with entitlement to severance pay pursuant to sub-clause 18.01(a) but without entitlement to the options set out in clause 32.07.

## **Retraining**

- 32.06** (a) The offer of an alternate position in accordance with sub-clause 32.05(a)(ii) shall be contingent on the ability of the employee to meet the essential requirements for and to substantially perform the work of the identified position within a reasonable time period, not exceeding six months from the date of deployment to such position.
- (b) The employee will be offered an appointment to the alternate position conditional on successful completion of retraining and a retraining plan shall be included in the letter of offer. During the period of training, the Employer will review the employee's progress on a periodic basis as specified in the training plan.
- (c) Employees accepting such a conditional offer shall be declared qualified and appointed to the position on an indeterminate basis after having successfully completed the specified training.
- (d) Should the employee not be able to substantially perform the duties of the new position within a period of six months from the date of deployment, the employee shall be laid off with one month notice. Upon lay off, the employee shall be entitled to severance pay pursuant to sub-clause 18.01(a) and, where applicable, to a payment equivalent to the number of weeks of salary specified in clause 32.08 less the total number of weeks elapsed between the date of deployment to the new position and the date of lay off up to a maximum of twenty-six (26) weeks of salary.

## **Options Where Job Offer or Deployment Not Available**

- 32.07** (a) Employees who are not in receipt of a job offer in accordance with clause 32.05 at the time of notification of surplus status shall have a ninety day period, known as the "transition period", in which to consider and select one of the following three options:
- (i) **Option 1:** Departure Support if they offer to resign and, for the purposes of this Article, be considered as immediately laid off upon resignation;

- (ii) **Option 2:** Subject to the conditions set out in 32.09, substitution with another non-surplus employee who volunteers to resign and be considered as immediately laid off in place of the identified surplus employee;

or

- (iii) **Option 3:** A twelve (12) month surplus priority period in which to secure a job offer or deployment within the National Energy Board or in other parts of the public service.

Employees failing to select an option within the ninety day transition period will be deemed to have chosen Option 3. Employees cannot change options once having advised the Employer of their choice.

- (b) During the transition period, the employee will be expected to actively seek information about entitlements and obligations, to assess their own personal and career situation, to develop personal and career plans, to make a decision in respect to the options set out in sub-clause (a) and to advise the Employer as to the option which they will select.
- (c) During the transition period, the employee may be required to complete outstanding work or assignments due regard being given to the employee's obligations pursuant to sub-clause (b).
- (d) During the transition period, the Employer will designate a Human Resources Advisor to be a resource and consistent contact for the employee for the purpose of providing information and assistance throughout the process.
- (e) During the transition period, surplus employees will have access to up to \$1,000 for financial and career counselling, including professional advisory services in determining job market opportunities, the identification of opportunities to enhance occupational knowledge and skills related to the employee's professional qualifications, the identification of entrepreneurial venture opportunities and the development of an entrepreneurial business plan.

### **Option 1: Departure Support**

- 32.08** (a) Employees selecting Option 1 will, upon being laid off, become entitled to a departure support payment based upon the employee's continuous years of service in the public service calculated as in the table below.
- (b) Employees selecting Option 1 will also be entitled to severance pay pursuant to

sub-clause 18.01(a).

- (c) In the two year period immediately following lay off, employees selecting Option 1 will also be entitled to a career allowance, in an amount not exceeding \$7,000, for reimbursement of receipted expenses for tuition, books and mandatory equipment associated with enrolment in a learning institution or for financial, legal or other professional or technical advisory services related to entrepreneurial ventures.
- (d) An employee selecting Option 1 will relinquish priority rights for reappointment in the public service upon acceptance of resignation by the Employer.
- (e) Employees who receive a reasonable job offer in accordance with clause 32.05 at any time before they accept Option 1 shall become ineligible for the departure support payment or the career allowance.

Years of Service	Departure Support Payment (weeks of salary)	Years of Service	Departure Support Payment (weeks of salary)	Years of Service	Departure Support Payment (weeks of salary)
0	10	15	50	30	49
1	22	16	52	31	46
2	24	17	52	32	43
3	26	18	52	33	40
4	28	19	52	34	37
5	30	20	52	35	34
6	32	21	52	36	31
7	34	22	52	37	28
8	36	23	52	38	25
9	38	24	52	39	22
10	40	25	52	40	19
11	42	26	52	41	16
12	44	27	52	42	13
13	46	28	52	43	10
14	48	29	52	44	7
				45	4

## Option 2: Substitution

- 32.09** (a) Where feasible, the Employer may identify or consider the substitution of a non-surplus employee who volunteers to resign and be immediately laid off in place of an identified surplus employee.
- (b) Substitution would normally be between employees at the same level but this does not preclude substitution with a volunteering employee at a lower level. The surplus employee must meet the requirements of the volunteering employee's position including, where applicable, language requirements.
- (c) The substitution must occur on a given date at which time the volunteering employee will be struck off strength.
- (d) Upon resignation, the volunteering employee will become entitled to the departure support payment specified in sub-clause 32.08(a) and severance pay pursuant to sub-clause 18.01(a) but is not entitled to the career allowance specified in sub-clause 32.08(c).
- (e) In the application of this clause, no provision shall be made for a "domino effect" or for "future considerations".

- (f) For the purpose of clarity, substitution can only occur if the employee can be deployed without retraining and the substitution results in a net reduction in the number of employees.

### **Option 3: Surplus Priority Period**

- 32.10** (a) The surplus priority period is the twelve month period immediately following the scheduled date of surplus identified in the notification issued pursuant to clause 32.04. During the surplus priority period, the employee will remain an employee of the National Energy Board until the earlier of appointment to a position in the public service, resignation or the expiration of the surplus priority period. However, the employee choosing this option will not be required to report to the work place after the scheduled date of surplus or such earlier date as may be agreed between the employee and the Employer.
- (b) During the surplus priority period, the employee is expected to be actively seeking employment within or outside the public service. The employee will be accorded a full opportunity to be considered for positions within the public service and the Employer shall reimburse reasonable expenses incurred to attend interviews in this respect.
  - (c) Should the employee be successful in obtaining employment in the public service, the obligations of the Employer, including the payment of salary, cease as of the effective date of appointment except that relocation costs will be borne by the Employer consistent with the Relocation Policy of the National Energy Board.
  - (d) Employees who decline a reasonable offer of a job in the public service shall be laid off one month following the declination of the job offer with entitlement to severance pay pursuant to sub-clause 18.01(a) but without entitlement to the options set out in clauses 32.08 or 32.09. For the purposes of this sub-clause, a reasonable job offer is an offer of indeterminate employment either:
    - (i) With the Employer normally at an equivalent level but not precluding a lower level with salary protection pursuant to clause 39.07 of Article 39 (Pay Administration);
    - or
    - (ii) Within the Public Service in the province of Alberta where the maximum of the salary range of the new position is no lower than 8% of the maximum of the salary range for the position held with the Employer.
  - (e) Should the employee be successful in obtaining employment outside the public service,

the employee shall resign effective on the business day immediately prior to the commencement of new employment by the employee. The obligations of the Employer, including the payment of salary, shall cease upon resignation except that the employee shall be entitled to severance pay pursuant to sub-clause 18.01(a). Employees who fail to advise the Employer of the commencement of new employment will be liable for repayment of salary and associated expenses borne by the Employer during any period of the employee's new employment.

- (f) During the surplus priority period, the employee remains under the obligations set out in the Code of Conduct, including conflict of interest guidelines.
- (g) Employees remaining on strength will be laid off at the expiration of the surplus priority period and be paid severance pay pursuant to sub-clause 18.01(a).

### **Transfer of Work or Functions Outside the Public Service**

**32.11** In the event of a transfer of work or a function to an organization outside the public service, employees who transfer with the work or function and accept employment with the new organization where

- (a) Their salary will be greater than 85% of their salary with the Employer;
- and
- (b) The new organization has defined benefits pension plan;
- and
- (c) The new organization provides coverage in each area of the following core benefits:  
health benefits, long-term disability insurance and dental plan

will not be entitled to the departure support payment or the career allowance specified in clause 32.08 but will be entitled to a sum equivalent to thirteen weeks pay in addition to severance pay pursuant to sub-clause 18.01(a).

### **Grievance Procedure**

**32.12** Grievances arising out of the interpretation or application of this Article will be presented at the

final level only.

## **Article 33 Part-time Employees**

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### **General**

- 33.01** (a) 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 weekly hours of work of full-time employees unless otherwise specified in this Agreement.
- (b) There shall be no prorating of a "day" in the application of paragraph 16.02 of Article 16, Bereavement Leave.
- 33.02** Part-time employees shall be paid on an hourly rate basis for all work performed up to seven and one-half (7½) hours in a day or thirty-seven and one-half (37½) hours in a week.
- 33.03** The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one-half (37½) hours in a week at the hourly rate of pay.
- 33.04** Leave will only be provided during those periods in which employees are scheduled to perform their duties.

### **Designated Holidays**

- 33.05** A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four decimal two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.
- 33.06** When a part-time employee is required to work on a day which is prescribed as a designated paid holiday in Article 12 of this Agreement, the employee shall be paid time and one-half (1½) the hourly rate of pay for all hours worked on the holiday.

### **Overtime**

- 33.07** "Overtime" means work required by the Employer in excess of the normal daily or weekly hours of a full-time employee, but does not include time worked on a holiday.

### **Vacation Leave**

- 33.08** A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of employment established in clause 13.02 (Vacation Leave), prorated and calculated as follows:
- (a) when the entitlement is one and one-quarter (1 1/4) days a month, one-quarter of the hours in the employee's work week per month;



- (b) when the entitlement is one and two-thirds ( $1 \frac{2}{3}$ ) days a month, one-third of the hours in the employee's work week per month;
- (c) when the entitlement is two and one-twelfth ( $2 \frac{1}{12}$ ) days a month, five-twelfths of the hours in the employee's work week per month;

and

- (d) when the entitlement is two and one-half ( $2 \frac{1}{2}$ ) days a month, one-half of the hours in the employee's work week per month.

### **Sick Leave**

**33.09** A part-time employee shall earn sick leave credits at the rate of one-quarter ( $1/4$ ) of the number of hours in that employee's normal work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal work week.

### **Vacation and Sick Leave Administration**

- 33.10** (a) For the purposes of administration of clauses 33.08 and 33.09, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

### **Severance Pay**

**33.11** Notwithstanding the provisions of Article 18 (Severance Pay), where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate to produce the severance pay benefit.

**33.12** The weekly rate of pay referred to in clause 33.11 shall be the weekly rate of pay to which the employee is entitled for the employee's substantive position immediately prior to the termination of employment.

## **Article 34 Health and Insurance Benefits**

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**34.01** The Employer will continue coverage for employees under the Government of Canada Public Service Health Care Plan, Public Service Dental Care Plan and Public Service Disability Insurance Plan, as amended from time to time.

## **Article 35 Registration Fees**

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**35.01** The Employer shall reimburse an employee for payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the performance of the duties of the employee's position.

## **Article 36 Publications and Authorship**

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**36.01** Given the mandate of the National Energy Board as an administrative tribunal, authorship of NEB publications is not normally attributed to individual employees. However, it is recognized that an employee may prepare within the scope of employment an original article or a professional or technical paper for publication or presentation. The Employer will not unreasonably withhold permission for such publication or presentation.

**36.02** When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.

## **Article 37 Employment References**

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**37.01** On application by an employee, the Employer shall provide personal references to the prospective employer of such employee indicating length of service, principal duties and responsibilities and performance of such duties.

**37.02** The Employer shall secure the consent of an employee before replying to a formal request by a prospective employer outside the Public Service for information concerning the performance of the employee.

## **Article 38 Other Terms and Conditions of Employment**

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**38.01** The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by Treasury Board of Canada, form part of this Agreement:

- (a) Travel Policy;
- (b) Relocation Policy; and
- (c) Bilingualism Bonus Policy.

## **Article 39 Pay Administration**

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### **General**

**39.01** Each employee is entitled to be paid for services rendered in the salary range specified in Appendix "1" for the level of the employee's substantive position.

**39.02** When two or more of the following actions occur on the same date, namely, appointment, pay increment and an adjustment to the salary ranges, the employee's rate of pay shall be calculated in the following sequence:

- (a) the employee shall receive the pay increment;
- (b) the employee's rate of pay shall be revised in accordance with the adjustment to the salary range;
- (c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

### **Acting Pay**

**39.03** (a) When an employee is required by the Employer to substantially perform the duties of a

higher classification level on an acting basis for at least ten (10) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.

- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

### **Pay Increment Administration**

**39.04** An employee other than an employee whose performance is evaluated as unsatisfactory shall be granted a pay increment of 4.0% of base salary each April 1<sup>st</sup> until the maximum rate of pay established for the employee's substantive position is reached. An employee whose anniversary date of appointment is less than twelve (12) months prior to April 1<sup>st</sup>, will have their pay increment pro-rated by the number of months, rounded to the nearest month, since appointment.

### **Rate of Pay on Promotion or Upward Reclassification**

**39.05** An employee in the bargaining unit who is promoted or whose position is reclassified to a higher level shall be paid at the rate of pay in the new salary range which is nearest to the rate the employee was receiving immediately before the promotion or reclassification that gives an increase in pay of not less than 5.0%.

### **Rate of Pay on Demotion**

**39.06** On demotion, an employee is paid at the rate of pay in the salary range applicable to the employee's new position/classification which is nearest to, or equal to the employee's former rate of pay.

### **Rate of Pay on Reclassification to a Level with a Lower Maximum Rate**

**39.07** (a) Where an employee's position is reclassified to a level with a lower maximum rate of pay, the position shall be deemed to have retained for all purposes the former classification. In respect to the pay of the employee, this may be cited as Salary Protection Status and subject to (c) below, shall apply for a period of three (3) years from the effective date of the reclassification or until the employee is appointed to a position at the same level as the employee's former classification.

- (b) The Employer will make a reasonable effort to appoint the employee to a position at the same level as the employee's former classification. Such an appointment shall be

considered as a transfer for the purpose of determining increment dates and rates of pay.

- (c) In the event that an employee declines an offer of transfer to a position pursuant to sub-clause 39.07(b) above, without good and sufficient reason, that employee shall immediately be paid at the rate of pay in the salary range applicable to the new classification of the position which is nearest to, or equal to the employee's former rate of pay.
- (d) In the event that an employee has not been appointed to a position pursuant to sub-clause 39.07(b) within the three (3) year period specified in 39.07(a), the salary of the employee, at the end of the three year period, shall be reduced at the rate of four per cent (4%) per annum until such time as it reaches the maximum rate of pay for the new classification of the position. The first reduction shall be made four years after the effective date of the downward reclassification with any subsequent reductions being made on the same date in any following years that are required for the salary to reach the maximum rate of pay for the new classification of the position. Should, in any year, the difference between the employee's salary and the maximum rate of pay for the new classification of the position be less than four per cent, the reduction shall only be to the maximum.

## **Retroactivity**

**39.08** Where the rates of pay set forth in Appendix "1" have an effective date prior to the date of signing of the collective agreement the following shall apply:

- (a) "retroactive period" for the purpose of clauses (b) to (d) 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 therefore;
- (b) a retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period;
- (c) only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee;
- (d) for former employees, or in the case of death, for the former employees' representatives, the Employer shall send such retroactive payments to the last known

address. If the payment is returned, the Employer will hold such payment for a period of one year after which the Employer's obligation for payment ceases.

#### **Article 40 Duration**

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**40.01** The duration of this Agreement shall be from April 1, 2001 to March 31, 2003.

**40.02** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

## **Article 41 Agreement Re-opener**

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**41.01** This Agreement may be amended or any provision waived only by mutual consent. If either party wishes to amend or vary this Agreement, it shall give notice to the other party and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice, or after such longer period as the parties may agree. Where mutual consent is not given to amend or waive a provision, the existing provision of the Agreement continues to apply.

Signed at Calgary, this \_\_\_\_\_ day of the month of \_\_\_\_\_ 2002.

The National Energy Board

The Professional Institute of Public Employees

\_\_\_\_\_  
Gaétan Caron

\_\_\_\_\_  
Steve Hindle

\_\_\_\_\_  
Valerie Katarey

\_\_\_\_\_  
Paul Bourgeois

\_\_\_\_\_  
Earl Schultz

\_\_\_\_\_  
Abby Dorval

\_\_\_\_\_  
Joyce Morrison

\_\_\_\_\_  
James Obrigewitch

\_\_\_\_\_  
Ken Colosimo

\_\_\_\_\_  
Matt Groza

\_\_\_\_\_  
James Bart

## **Appendix 1 SALARY RANGES AND PAY NOTES**

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The following salary ranges will become effective on the dates indicated. The salary ranges below incorporate a salary range adjustment of 3.75% for 2001 and 2.5% for 2002.

**EFFECTIVE**  
**April 1, 2001**

**Salary**

<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
NEB-5	\$35,587	\$41,631
NEB-6	40,125	46,941
NEB-7	45,240	55,041
NEB-8	51,009	62,059
NEB-9	57,513	69,971
NEB-10	64,845	78,894
NEB-11	71,005	86,388
NEB-12	77,749	94,595

**EFFECTIVE  
April 1, 2002**

<u>Salary Range</u>	<u>Minimum</u>	<u>Maximum</u>
NEB-5	\$36,477	\$42,672
NEB-6	41,128	48,115
NEB-7	46,371	56,417
NEB-8	52,284	63,610
NEB-9	58,951	71,720
NEB-10	66,466	80,866
NEB-11	72,780	88,548
NEB-12	79,693	96,960

## Pay Notes

### Effective April 1, 2001 Increase in Rates of Pay

- | Effective April 1, 2001 employees will have their annual salary increased by 3.75%, rounded to the nearest \$1.

### Effective April 1, 2002 Increase in Rates of Pay

- | Effective April 1, 2002 employees will have their annual salary increased by 2.5%, rounded to the nearest \$1.

## **Appendix 2**

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Mr. James Bart  
Regional Representative - Negotiator  
The Professional Institute of the Public Service of Canada  
10020 - 101A Avenue, Suite 955  
Edmonton, Alberta T5J 3G2

### Re: Pay for Performance

During the current round of collective bargaining, the National Energy Board (NEB) and the Institute discussed their previous agreement to conduct a pilot project for the implementation of Performance



Pay.

During the discussions, the NEB indicated that because of a number of factors such as the recent introduction of its performance management system, FOCUS, and other priorities, ie: Strategic Planning, the NEB is not in a position to undertake such a pilot project for the foreseeable future. However, the parties recognize the potential benefits of a mutually agreed upon system of rewards for job-related performance.

Therefore, the parties hereby agree to the implementation of a pilot project in respect to performance pay at a later date to be established by both parties. The pilot project will be implemented in accordance with the following terms and conditions:

1. Institute representatives will be consulted in the development of an NEB Performance Management Policy.
2. The Employer shall establish a Performance Pay policy in joint consultation with the Institute.
3.
  - (a) The Performance Pay policy shall utilize valid performance criteria and incorporate the principles of fairness, transparency, and objectivity in the measurement of the individual and/or team performance.
  - (b) The Performance Pay policy shall incorporate a rating scale.
  - (c) The Performance Pay policy shall include a process for impartial redress.
  - (d) The Performance Pay policy shall not be based on a relative comparison of the individual employee's performance against that of other employees.
4. The Performance Pay policy will be used as the basis for determining performance pay.
5. Performance pay will be paid on April 1 of each year and will be awarded based on performance during the preceding fiscal year.
6. The distribution of money to be paid as performance pay will be determined through negotiations between the Employer and the Institute.
7. It is expressly understood that performance pay is not intended to replace or supersede economic adjustments to salary levels as may be negotiated, from time to time, between the Employer and the Institute.
8. Performance pay will be initially implemented on a trial basis as a pilot project and, based on the

relative satisfaction of the parties as to its operation and administration, may be terminated at the end of the pilot project; renewed at the end of the trial period; or incorporated into the collective agreement by agreement of the parties.

9. The Performance Pay policy will only be adopted with the concurrence of the Institute and once adopted, will form part of the collective agreement.

The parties hereby affirm their intention to enter into consultation, in good faith, on the establishment of a mutually agreeable Performance Pay policy incorporating the principles set out herein.

The terms of this letter of understanding may be renewed with the concurrence of the parties at the expiration of this agreement.

Signed at Calgary, Alberta on March 2, 2000.

Earl Schultz, Negotiator

Agreed: J. Bart, PIPSC Regional Representative and Negotiator

## **Appendix 3**

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March 2, 2000

Mr. Jim Bart,  
Negotiator,  
Professional Institute of the Public Service of Canada,  
10020 - 101A Avenue, Suite 955,  
Edmonton, Alberta,  
T5J 3G2

Re: Recognition of Same Sex Relationships for purposes of Collective Agreement Benefits

Dear Mr. Bart,

Effective November 16, 1995, Treasury Board altered its interpretation of certain provisions of collective agreements to which it is a party to extend to an employee who is living in a same-sex partner relationship the same entitlement which applies to an employee who is a common-law spouse. The provisions to which this interpretation pertains are the following:

- (i) Bereavement Leave;
- (ii) Leave for Family-Related;
- (iii) Leave for Relocation of Spouse;
- (iv) Foreign Service Directives;
- (v) Isolated Post Directives;
- (vi) Relocation Directive.

A "same-sex partner" relationship is defined as existing when, for a continuous period of at least one year, an employee has lived with a person of the same sex in a homosexual relationship, publicly represented that person to be his/her partner and continues to live with that person as his/her partner.

In respect of those provisions listed above which apply to employees in the Professional Bargaining Unit, the Employer will administer entitlements in a fashion consistent with the Treasury Board interpretation of November 16, 1995.

Yours sincerely,

Joyce Morrison, Negotiator

Agreed: J. Bart, PIPSC Regional Representative and Negotiator

## **Appendix 4**

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### **Maternity Leave Without Pay**

## General

1. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
2. Where the employee's newborn child is born prematurely or is born with or contracts a condition that requires its hospitalization within the period defined in paragraph 1 and:
  - (a) the employee has not yet commenced maternity leave;
  - or
  - (b) the employee has commenced maternity leave and then returns to work for all or part of the period during which the child is hospitalizedmaternity leave may be suspended and later resumed. However, in no case shall maternity leave extend later than fifty-two (52) weeks after the termination date of pregnancy.
3. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
4. An employee who has not commenced maternity leave may elect to:
  - (a) Use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates.
  - (b) Use sick leave credits up to and beyond the date that the pregnancy terminates, subject to the provisions set out in Article 14 (Sick Leave). For purposes of this paragraph 4, illness or injury as defined in Article 14 shall include medical disability related to pregnancy.
5. An employee shall inform the Employer, in writing, of her plan for taking leave with and/or without pay to cover her absence from work due to pregnancy at least four (4) weeks in advance of the initial date of the continuous leave of absence during which termination of pregnancy is expected to occur.
6. Maternity leave shall be counted 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 be counted for pay increment purposes.

## Maternity Allowance

7. An employee who has been granted maternity leave without pay shall be paid a maternity allowance, as described in paragraph 11, in accordance with the terms of the Supplemental Unemployment Benefit Plan provided that she has:
  - (a) completed six (6) months of continuous employment before the commencement of maternity leave;
  - (b) provided the Employer with proof that she has applied for and is eligible to receive maternity benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer;

and

  - (c) signed an agreement with the Employer as set out in paragraph 8.
8. An applicant, under paragraph 7, shall sign an agreement with the Employer, providing:
  - (a) that, unless another form of leave is granted by the Employer, she will return to work on the expiry date of the maternity leave;

and

  - (b) that, in addition to any work obligations related to the payment of the parental allowance, she will return to work for a period equal to the period for which the maternity allowance will be paid.
9. In the calculation of time worked in relation to the obligations set out in paragraph 8:
  - (a) periods of leave with pay shall count as time worked;

and

  - (b) periods of leave without pay shall not be counted as time worked but shall suspend the obligation period for a period equal to the period of leave without pay.
10. An employee who fails to meet the obligations defined in paragraph 8 for reasons other than:
  - (a) death;
  - (b) lay-off;
  - (c) 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 sub-paragraph 8(b);

or

  - (d) having become disabled as defined in the *Public Service Superannuation Act*

will become indebted to the Employer for repayment of the maternity allowance proportionate to the number of days not worked in relation to the number of days for which the maternity allowance was paid.

11. Maternity allowance payments made according to Supplementary Unemployment Benefit Plan will consist of the following:
  - (a) Where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, an allowance of ninety-three percent (93%) of the weekly rate of pay for each week of the two (2) week waiting period less any other monies earned during this period;  

and/or
  - (b) For each week that an employee receives a maternity benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the EI benefit she is initially eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during the period which result in a decrease in EI maternity benefits.
12. At the employee's request, payments will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI maternity benefits.
13. The maternity allowance to which employees are entitled is limited to that set out in paragraph 11. An employee will not be reimbursed for any amount of EI benefits that she may be required to repay pursuant to the *Employment Insurance Act*.
14. In the calculation of the maternity allowance, the weekly rate shall be:
  - (a) for a full-time employee, the weekly rate of pay for the employee's substantive position on the day immediately preceding the commencement of maternity leave;
  - (b) for a part-time employee, the full-time weekly rate of pay for the employee's substantive position multiplied by the fraction obtained by dividing the employee's assigned straight time hours of work during the last twenty-six weeks of continuous employment by the number of hours in the work week of a full time employee;
  - (c) where an employee has been on an acting assignment for at least four months, the position on which the employee is acting shall be deemed to be the substantive position in the application of this paragraph 14.
15. Where an employee becomes eligible for a pay increment or an economic adjustment while in receipt of the maternity allowance, payments under paragraph 11 shall be adjusted accordingly.

16. Maternity allowance payments will neither reduce nor increase the employee's severance pay.

### **Special Maternity Allowance for Disabled Employees**

17. An employee who:

- (a) fails to satisfy the eligibility requirement specified in sub-paragraph 7(b) 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* or the *Government Employees Compensation Act* prevents her from receiving EI maternity benefits;

and

- (b) has satisfied all other eligibility requirements specified in paragraph 7.

shall be paid, in respect of each week of maternity allowance she would have otherwise received, 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, the LTD plan or pursuant to the *Government Employee's Compensation Act*.

18. An employee shall be paid an allowance under paragraph 17 and, where applicable, paragraph 11 for a combined period of no more than the number of weeks during which she would have otherwise been eligible for maternity benefits pursuant to Section 22 of the *Employment Insurance Act*.

## **Appendix 5**

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### **Parental Leave Without Pay**

#### **General**

1. An employee who becomes or will become a parent through the birth of a child or who commences legal proceedings to adopt a child below the age of majority 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 the day on which the child is born or the day on which the child comes into the employee's care.
  
2. Where the employee's child is hospitalized within the period defined in paragraph 1, and:
  - (a) the employee has not yet commenced parental leave;
  
  - or
  
  - (b) the employee has commenced parental leave and then returns to work for all or part of the period during which the child is hospitalized

parental leave may be suspended and later resumed. However, in no case shall parental leave extend later than fifty-two (52) weeks after the day on which the child is born or the day on which the child comes into the employee's care.
  
3. Parental leave taken by a couple, both of whom are employed by the Employer, shall not exceed a total of thirty-seven (37) weeks for both employees combined.
  
4. An employee who intends to request parental leave shall notify the Employer, in writing, at least four (4) weeks in advance of the expected date of the birth of the child or the date the child is expected to come into the employee's care.
  
5. The Employer may:
  - (a) defer the commencement of parental leave at the request of the employee;
  
  - (b) grant parental leave with less than four (4) weeks notice;
  
  - (c) require an employee to submit a birth certificate or proof of adoption.
  
6. Parental leave shall be counted 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 be counted for pay increment purposes.

### **Parental Allowance**

7. An employee who has been granted parental leave without pay shall be paid a parental allowance, as described in paragraph 11, in accordance with the terms of the Supplemental Unemployment Benefit Plan provided that he or she has:
  - (a) completed six (6) months of continuous employment before the commencement of parental leave;
  - (b) provided the Employer with proof that he or she has applied for and is eligible to receive parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer;

and

  - (c) signed an agreement with the Employer as set out in paragraph 8.
8. Applicants, under paragraph 7, shall sign an agreement with the Employer, providing:
  - (a) that, unless another form of leave is granted by the Employer, they will return to work on the expiry date of the parental leave;

and

  - (b) that, in addition to any work obligations related to the payment of the maternity allowance, they will return to work for a period equal to the period for which the parental allowance will be paid.
9. In the calculation of time worked in relation to the obligations set out in paragraph 8:
  - (a) periods of leave with pay shall count as time worked;

and

  - (b) periods of leave without pay shall not be counted as time worked but shall suspend the obligation period for a period equal to the period of leave without pay.
10. An employee who fails to meet the obligations defined in paragraph 8 for reasons other than:
  - (a) death;

- (b) lay-off;
- (c) 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 sub-paragraph 8(b);

or

- (d) having become disabled as defined in the *Public Service Superannuation Act* will become indebted to the Employer for repayment of the parental allowance proportionate to the number of days not worked in relation to the number of days for which the parental allowance was paid.

11. Parental allowance payments made according to Supplementary Unemployment Benefit Plan will consist of the following:

- (a) Where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, an allowance of ninety-three percent (93%) of the weekly rate of pay for each week of the two (2) week waiting period less any other monies earned during this period;

and/or

- (b) For each week that an employee receives a parental benefit pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the EI benefit he or she is initially eligible to receive and ninety-three percent (93%) of the weekly rate of pay less any other monies earned during the period which result in a decrease in EI parental benefits.

12. At the employee's request, payments will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.

13. The parental allowance to which employees are entitled is limited to that set out in paragraph 11. Employees will not be reimbursed for any amount of EI benefits that they may be required to repay pursuant to the *Employment Insurance Act*.

14. In the calculation of the parental allowance, the weekly rate shall be:

- (a) For a full-time employee, the weekly rate of pay for the employee's substantive position on the day immediately preceding the commencement of parental leave;
- (b) For a part-time employee, the full-time weekly rate of pay for the employee's substantive position multiplied by the fraction obtained by dividing the employee's

assigned straight time hours of work during the last twenty-six weeks of continuous employment by the number of hours in the work week of a full time employee;

- (c) Where an employee has been on an acting assignment for at least four months, the position on which the employee is acting shall be deemed to be the substantive position in the application of this paragraph 14.
15. Where an employee becomes eligible for a pay increment or an economic adjustment while in receipt of the parental allowance, payments under paragraph 11 shall be adjusted accordingly.
16. Parental allowance payments will neither reduce nor increase the employee's severance pay.

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

17. Employees who:
- (a) fail to satisfy the eligibility requirement specified in sub-paragraph 7(b) 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* or the *Government Employees Compensation Act* prevents them from receiving EI parental benefits;
- and
- (b) have satisfied all other eligibility requirements specified in paragraph 7.

shall be paid, in respect of each week of parental allowance they would have otherwise received, the difference between ninety-three percent (93%) of their weekly rate of pay and the gross amount of their weekly disability benefit under the DI plan, the LTD plan or pursuant to the *Government Employee's Compensation Act*.

18. Employees shall be paid an allowance under paragraph 17 and, where applicable, paragraph 11 for a combined period of no more than the number of weeks during which they would otherwise have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*.

## **Appendix 6**

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March 2, 2000

Mr. James Bart  
Regional Representative - Negotiator  
The Professional Institute of the Public Service of Canada  
10020 - 101A Avenue, Suite 955  
Edmonton, Alberta T5J 3G2

### Re: Carryover of Vacation Leave

This is in reference to discussions during the current round of collective bargaining concerning the Employer's proposal to limit the carry-over of vacation leave credits to a maximum of 35 days as set out in clause 13.07 of Article 13.

In these discussions, the Union pointed out that this particular provision has been in effect since the first collective agreement was signed in 1996. This notwithstanding, it is apparent that a number of employees currently have an accumulation of vacation leave credits greater than the allowable maximum.

Consequently, while it was agreed that the language of clause 13.07 would be amended to reflect the original intention of the parties, it was also agreed to reactivate the three year sunset clause by means of this Letter of Understanding.

Therefore, it is hereby agreed that an employee who, as of March 31, 2000, carries over more than the maximum of thirty-five (35) days of credits will be given a period of three (3) years from this date to reduce carry-over to comply with the maximum permitted by clause 13.07 of Article 13 of the collective agreement. At the end of the three year period, sub-clause 13.07(a) applies to these employees and credits in excess of thirty-five days shall be paid out immediately.

The Employer agrees to prepare a list of those employees to whom this applies and undertakes to notify in writing both the employee and the employee's leader. A copy of this list will be given to the Union.

For greater clarity, employees, not on the above list, who subsequently exceed 35 days vacation leave carryover as of March 31<sup>st</sup> will have sub-clause 13.07(a) applied and credits in excess of thirty-five days will be paid out immediately.

Earl Schultz, Negotiator

Agreed: J. Bart, PIPSC Negotiator

## **Appendix 7**

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March 2, 2000

Mr. James Bart  
Regional Representative - Negotiator

The Professional Institute of the Public Service of Canada  
10020 - 101A Avenue, Suite 955  
Edmonton, Alberta T5J 3G2

Re: Religious Observances

During the current round of collective bargaining, the parties discussed the matter of religious observances by employees of all faiths. The specific issue raised by the Union concerned the opportunity for employees to have sufficient time off work to observe religious holidays in order to fulfil the obligations of their particular religious faith.

In this respect, the parties noted that, in addition to the utilization of annual leave, compensatory leave, or leave without pay, employees also have the option of using banked time pursuant to Article 9. The utilization of banked time permits employees to arrange their hours in a manner that will allow sufficient time off to fulfil their religious obligations.

The National Energy Board is mindful of the personal and spiritual importance of religious observance and hereby agrees that every reasonable effort shall be made to accommodate an employee who requests time off to fulfil his or her religious obligations. In this respect, all personnel having responsibilities in the administration of banked time and other forms of leave will be fully apprised of the contents of this letter.

Earl Schultz, Negotiator

Receipt Acknowledged: J. Bart, PIPSC Regional Representative and Negotiator