

SSHRC - CRSH

COLLECTIVE AGREEMENT

Group:

Administrative Support Category

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Social Sciences and Humanities
Research Council of Canada

Conseil de recherches en
sciences humaines du Canada

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ADMINISTRATIVE SUPPORT CATEGORY

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, members of the bargaining unit and the Alliance, to set forth certain Terms and Conditions of Employment relating to remuneration, hours of work, employee benefits and general working conditions **as** they affect the employees covered **by** this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The Parties to this Agreement share a mutual desire to improve the quality of the services provided by the Social Sciences and Humanities Research Council and to promote the well being and increased productivity of employees. Accordingly, they are determined to establish, within the framework provided by law, an effective working level relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

*2.01

For the purpose of this agreement:

- (a) a “common-law partner“ means a person living in a conjugal relationship with an employee for a continuous period of at least one year (conjoint de fait),

“spouse” will, when required, be interpreted to include “common law partner” (époux),
- (b) “Alliance” means the Public Service Alliance of Canada,
- (c) “allowance” when used in the expressions “meal allowance”, “travel allowance” and “mileage allowance” means compensation payable to an employee in addition to the employee’s regular remuneration payable for the performance of the duties of the employee’s position,
- (d) “bargaining unit” means the employees of the Employer as described in the certificate issued by the Public Service Labour Relations Board dated February 25th, 1981,
- (e) “compensatory leave“ means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s instrument of appointment on the day immediately prior to the day on which leave is taken,
- (f) “continuous employment” and “continuous service” means:
 - (i) uninterrupted employment with the Social Sciences and Humanities Research Council of Canada and organizations listed in the *Financial Administration Act*, Schedule I, IV and V,
 - (ii) a Social Sciences and Humanities Research Council of Canada employee re-appointed within one (1) year of a layoff, shall retain his/her continuous employment,

- (iii) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed **within** a period of three months, his/her periods of employment shall be considered **as** continuous for the purposes of sick leave, severance pay and vacation leave. Notwithstanding this clause, term employees shall not accrue continuous employment for the purpose of severance pay entitlement under this Agreement,
- (iv) where an employee, other than a casual, ceases to be employed in the office of a recognized federal political **party** and is appointed to the SSHRC, the employee's employment in that office shall constitute continuous employment,
- (v) for the purpose of "continuous employment" and "continuous service", the provisions of clause 2.01(f) shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the SSHRC within one year following the date of lay-off,
- (g) "day of rest", in relation to a full-time employee, means a day on which that employee is not ordinarily required to perform the duties of the employee's position other than by reason of being on leave, or absent from duty without permission,
- (h) "disciplinary action" means any action taken by the employer resulting in oral reprimand, written reprimand, suspension, financial penalty or discharge,
- (i) "employee" means a person so defined in the *Public Service Labour Relations Act*, and who is a member ,of the bargaining unit,
- (j) "Employer" or "Council" means the Social Sciences and Humanities Research Council,
- (k) "holiday" means the twenty-four (**24**) hour period commencing at 0000 hours of a day designated as a paid holiday in this Agreement,
- (l) "layoff" means the termination of an employee's employment because of lack of work or **the** discontinuance of a function,
- (m) "leave of absence" means the authorized absence from duty of **an** employee during the employee's regular or normal hours of work,

- (n) "membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and does not include any initiation fee, insurance premium or special levy,
- (o) "overtime" means, in the case of a full-time employee, authorized work performed by the employee in excess of the employee's normal hours of work,
- (p) "position" means an aggregation **of** duties, **tasks** and responsibilities assigned by the Employer to **an** employee,
- (q) "probation" means the period of time following an appointment during which the employee can be rejected for cause,
- (r) "representative" means an employee who is a representative of the Alliance subject to the limitation of Article 8,
- (s) "straight-time rate" means the employee's hourly rate of pay,
- (t) "time and one-half" means one and one-half (1 ½) times the employee's hourly rate of pay,
- (u) "double time" means two (2) times the employee's hourly rate of pay,
- (v) "full time employee" is an employee who works, on average, a regular thirty-seven and one-half (37 ½) hour workweek, throughout the entire year,
- (w) "part-time employee" is an employee who is regularly scheduled to work, on average, a workweek of less than thirty-seven and one half (37 ½) hours,
- (x) "term employee" is an employee hired for a specified period of time, who ceases to be an employee at the end of a specified period,
- (y) "casual employee" is a person hired for a specified period **of** time that is less than three (3) months.

2.02 For the purpose of calculating a rate of pay as a weekly, daily or hourly rate,

"annual rate" means the rate reached as a result of collective bargaining for a twelve (12) month period,

"weekly rate" means an employee's annual rate divided by 52.176,

"daily rate" means an employee's weekly rate divided by the number of days in the work week,

"hourly rate" means an employee's weekly rate divided by the number of hours in the work week of the employee's **group** and level.

*2.03 Expressions not defined in this Agreement

Except as otherwise provided in this Agreement, words and expressions used but not defined in this Agreement:

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

and

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

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply to the employees, the Alliance and the Employer.
- 3.02 Both the English and French texts of this Agreement are official.

ARTICLE 4

STATE SECURITY

- 4.01 Nothing in this Agreement shall be construed **as** requiring the Employer to do or refrain from doing anything contrary **to** any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE 5

PRECEDENTS OF LEGISLATION

5.01 **Any** law which **may** be enacted **by** Parliament which has the effect **of** nullifying or voiding any provision of this Agreement will not affect the remaining provisions.

ARTICLE 6

MANAGEMENT RESPONSIBILITIES

- 6.01 All the functions, rights, powers and authority which the Employer **has** not specifically abridged, delegated or modified by this Agreement are recognized by the Alliance **as** being retained by the Employer.
- 6.02 It is understood that the Employer will exercise its management rights in a reasonable, fair, non-discriminatory manner and consistent with the terms of the collective agreement.

ARTICLE 7

RECOGNITION

- * 7.01 The Council recognizes the Alliance to be the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Labour Relations Board on the twenty-fifth day of February, 1981, covering certain employees in the Administrative Support Category.

ARTICLE 8

APPOINTMENT OF REPRESENTATIVES

- 8.01 The Employer acknowledges the right of the Alliance to appoint one or more employees **as** Representatives.
- 8.02 The Employer and the Alliance shall determine the number of Representatives and the jurisdiction of each having regard to the **Plan of Organization** and the administrative structure implied by the grievance procedure. The Alliance shall **notify** the Employer in writing of the names **of** Representatives.

ARTICLE 9

TIME OFF FOR REP TATI

- 9.01 Where practicable, a representative shall obtain the permission of the employee's supervisor before leaving the employee's work to investigate, with fellow employees, complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the employee's supervisor before resuming the employee's normal duties.

ARTICLE 10

CHECK-OFF

- 10.01 Subject to the provisions of this Article the Employer will, **as** a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit.
- 10.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in Clause 10.01 and the effective date of such deduction.
- 10.03 For the purpose of applying clause 10.01, deductions will be made from the pay for each employee in respect of each full month, and prorated for each partial month **of** employment,
- *10.04 No employee organization, as defined in *Section 2* of the *Public Service Labour Relations Act*, other than the Alliance, shall be permitted to have membership dues and/or monies deducted by the Employer from the pay of employees in the bargaining unit.
- 10.05 The amounts deducted in accordance with Clause 10.01 shall be remitted to the Comptroller of the Alliance by cheque 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.
- 10.06 The Employer agrees to make deductions for purposes other than those specified, on the basis of production of appropriate documentation by the Alliance.
- 10.07 The Alliance 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 limited to the amount actually involved in the error.
- 10.08 An employee who satisfies the Employer to the extent that the employee declares in an affidavit that the employee is a member of a religious organization whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is counter-signed by an official representative of the religious organization involved.

ARTICLE 11

INFORMATION

- 11.01** The Employer agrees to provide each employee with a copy of the Collective Agreement, on appointment.
- 11.02** All costs incurred in the printing **of** the final text **of** the Collective Agreement in both official languages will be borne equally between the Employer and the Alliance. All intermediate costs to lie where they fall.
- 11.03** The Employer agrees to provide the Alliance with the name, location and classification of each new employee at quarterly intervals.
- 11.04** Reasonable space on bulletin boards, including electronic bulletin boards, will be made available to the Alliance for the posting of official Alliance notices in convenient locations **as** determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Alliance representatives, and social and recreational events.
- 11.05** When **an** employee is appointed to a position **for** a term **of six (6)** months or more, which position places the employee in a different bargaining unit, such employee will be provided with a copy of the new collective agreement of the new bargaining unit.

ARTICLE 12

DESC R OF DUTIES

- 12.01 Upon written request, an employee shall be entitled **to** a complete and current job profile that reflects the duties and responsibilities of the employee's position, including the position's classification **level and** the accompanying rationale.

ARTICLE 13

TIME OFF FOR ALLIANCE BUSINESS

*13.01

Public Service Labour Relations Board Hearings

- (1) Complaints made to the Public Service Labour Relations Board pursuant to 190(1) of *the Public Service Labour Relations Act*

In cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, the Employer will **grant** leave with pay:

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

and

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

- (2) Applications for Certification, Representations and Interventions with respect to Applications for Certification

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

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

and

- (b) to **an** employee who makes personal representations with respect to a certification.

- (3) Employee Called **as** a Witness

The Employer will grant leave with pay:

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

and

- (b) to an employee called **as** a witness either by another employee or by the Alliance and who testifies on behalf of an employee or the Alliance.

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

- (1) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, Public Interest Commission or in **an** Alternate Dispute Resolution Process.

- (2) Employee Called **as** a Witness

The Employer will grant leave with pay to an employee called **as** a witness by an Arbitration Board, Public Interest Commission, in an Alternate Dispute Resolution Process, or by the Alliance.

13.03 Adjudication

- (1) Employee Who is a Party to an Adjudication

The Employer will grant leave with pay to an employee who is a party to an adjudication.

- (2) Employee Who Acts as Representative

Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party to an adjudication.

- (3) Employee Called as a Witness

The Employer will grant leave with pay to a witness called by an employee who is a party to an adjudication.

13.04 Meetings During the Grievance Process

- (1) Employee Presenting Grievance

Where operational requirements permit, the Employer will grant time off with pay to an employee when a meeting is held to discuss the employee's grievance.

(2) Employee Who Acts as a Representative

Where an employee is the representative of another employee who has submitted a grievance, the Employer will, where operational requirements permit, grant leave with pay to the Representative.

(3) Grievance Investigations

Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee, the employee and the representative of the employee will, operational requirements permitting, be given reasonable time off with pay for this purpose.

13.05 Contract Negotiation Meetings

The Employer will grant leave without pay to not more than two employees for the purpose of attending contract negotiation meetings on behalf of the Alliance.

13.06 Preparatory Contract Negotiation Meetings

Where operational requirement permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

13.07 Meetings between Alliance and Management not Otherwise Specified in this Article

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

13.08 Employee Organization Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Executive Council meetings, Alliance Committee Meetings and conventions of the Alliance, **and** meetings and conventions of Federations **of** Labour and the Canadian Labour Congress.

13.09 Representative Training Course

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to undertake training related to the duties **of** a Representative.

ARTICLE 14

LEAVE – GENERAL

- 14.01 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, the employee is considered to have earned the amount of leave with pay granted to the employee.
- 14.02 When the employment of **an** employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by lay-off the employee will be considered to have earned the amount of leave with pay granted to the employee, provided the employee has at least one year of continuous service.
- 14.03 If at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (%) day, the entitlement shall be increased to the nearest half day.
- 14.04 The amount of leave with pay earned but unused shall be 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.
- 14.05 An employee is entitled to receive, on reasonable demand, a statement of the balance of the employee's vacation and sick leave credits. Once per year it will be furnished in writing.
- 14.06 An employee is not entitled to be granted leave with pay during periods when the employee is on leave without pay or under suspension.
- 14.07 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 14.08 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed to the employee an amount equivalent to unearned vacation and sick leave taken by the employee as calculated from the rate of pay of the employee's substantive position on the date of the termination of the employee's employment.

ARTICLE 15

VACATION LEAVE WITH PAY

15.01 The vacation year will be from April 1st to March 31st of the following calendar year, inclusive.

* 15.02 (1) **Rate of Accumulation**

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

- (a) Nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- (b) Twelve decimal five zero (12.50) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) Thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16) anniversary of service occurs;
- (d) Fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (e) Fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (f) Sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (g) Eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28) anniversary of service occurs.

***Effective September 15,2008:**

- (a) Nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's seventh (7th) year of service occurs;

- (b) Ten decimal six two five (10.625) hours commencing with the month in which the employee's seventh (7) year of service occurs;
 - (c) Twelve decimal five zero (12.50) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
 - (d) Thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
 - (e) Fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17) anniversary of service occurs;
 - (f) Fifteen decimal six two five (15.625) hours Commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
 - (g) Seventeen decimal five zero (17.50) hours commencing with the month in which the employee's twenty-seventh (27) anniversary of service occurs;
 - (h) Eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.
- (2) In addition to the vacation leave earned under Clause 15.02 (1), an employee will be granted three (3) days' leave with pay for the period between Christmas and New Year's.
- (3) For the purpose of clause 15.02 (1) only, "service" means all periods of employment in the SSHRC, the Canada Council, the Public Service ~~or~~ any portion thereof, whether such service be continuous or discontinuous, except where a person who, on leaving the SSHRC, Canada Council or Public Service takes or has taken severance pay, retiring leave or a cash gratuity in lieu thereof.

15.03 Granting of Vacation Leave

Employees are entitled to the vacation leave which they have earned within the terms of this Agreement. So far as possible, the times when leave may be taken by an employee will be by mutual consent between Employer and employee. However, in cases of disagreement while acknowledging operational needs as paramount, the employee will not be obliged to take leave at a time that is not agreeable to that employee.

15.04 An employee who applies for vacation leave shall notify the supervisor by completing the appropriate vacation leave application form.

15.05 The Employer will consider the employee's application in light of anticipated operational requirements during the period when the leave is requested and advise the employee whether or not the employee's application is approved.

15.06 The Employer agrees to make every reasonable effort to consider leave applications rapidly and advise the employee of its decision and will attempt to do so within one (1) week of receipt of the application.

15.07 Entitlement to Vacation Leave With Pay

An employee is entitled to vacation leave with pay to the extent of the employee's earned credits. **An** employee receives an advance of credits equivalent to the anticipated credits for the full vacation year.

15.08 When a decision is made not to approve an employee's vacation leave request, the employee concerned will, on request, receive the reason for the decision in writing.

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

(a) is granted bereavement leave,

or

(b) is granted leave with pay because of illness in the immediate family,

or

(c) is granted sick leave on production of a medical certificate,

or

(d) is granted court leave, on production of such reasonable proof as the Employer may require.

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

- 15.10 (a) It is agreed that vacation leave provides beneficial rest and refreshment and should be taken during the year in which it was earned. Employees are therefore required to take at least five (5) days of vacation leave each year. The balance may be carried forward to the next year to a maximum **of** forty-five (45) days. The Employer may increase the maximum vacation leave carry-over days.
- (b) During any vacation year, upon application by the employee **and** at the discretion of SSHRC, earned but unused vacation leave credits in excess **of** fifteen (15) days may be paid at the employee's daily rate of pay of their substantive position on March 31 of the previous vacation year.

15.11 Recall from Vacation Leave

The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.

Where, however, during any period of vacation leave with pay an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

- (a) in returning to the employee's place **of** duty,
- (b) in the resumption of the employee's vacation immediately after the employee has completed the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer,
- (c) in respect of any non-refundable expenses incurred by the employee.
- 15.12 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled, under Clause 15.11, to be reimbursed for reasonable expenses incurred by the employee.

15.13 Leave when Employment Terminates

When an employee ceases to be employed or dies, 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 as calculated from the classification prescribed in the employee's instrument of appointment on the date of the termination of the employee's employment.

15.14 Notwithstanding Clause 15.13, an employee whose employment is terminated by reason of a declaration that the employee abandoned the employee's position is entitled to receive the payment referred to in Clause 15.13 if the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

15.15 Advance Payment of Salary

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided sufficient advance written notice is received from the employee. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements.

15.16 Cancellation of Vacation Leave

When the Employer cancels 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 to the Employer.

ARTICLE 16

DESIGNATED AID HOLIDAYS

- 16.01 Subject to Clause 16.02, the following days shall be designated paid holidays for employees:
- (a) New Year's Day,
 - (b) Good Friday,
 - (c) Easter Monday,
 - (d) The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday,
 - (e) Canada Day,
 - (f) Labour Day,
 - (g) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving,
 - (h) Remembrance Day,
 - (i) Christmas Day,
 - (j) Boxing Day,
 - (k) One additional day in each year being either St. Jean Baptiste Day or the first Monday in August, at the employee's choice,
 - (l) Any additional day that may in future be proclaimed by Act of Parliament as a national holiday.
- 16.02 Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the holiday.
- 16.03 When a day designated as a paid holiday under Clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following the employee's day of rest.
- 16.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of Clause 16.03:

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

and

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

16.05 Compensation for Work on a Holiday

- (a) When called upon to do so by the Employer, an employee who works on a designated holiday shall be paid, in addition to the pay that the employee would have been granted had the employee not worked on a holiday, compensation for all hours worked by the employee on the holiday at one and one-half (1½) times for the first four (4) hours worked and double (2) time for all hours in excess of four (4) hours.

or

Upon request and with the approval of the Employer the employee may be granted:

- (i) a day of leave with pay at a later date in lieu of the holiday,
 - and
 - (ii) pay at one and one-half (1½) times the straight time rate for the first four (4) hours worked on the holiday and double (2) time thereafter.
- (b) Subject to operational requirements and at the request of an employee the Employer will endeavour to grant the leave earned in 16.05 (a) (i) contiguous to the employee's vacation leave.
 - (c) When an employee works on a holiday immediately following a day of rest on which the employee also worked and received overtime in accordance with Clause 22.04 the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.
 - (d) If any lieu days cannot be liquidated by the end of the fiscal year they will be paid off at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's instrument of appointment at the end of the fiscal year.

ARTICLE 17

MEMBERSHIP DUES

- 17.01 The Employer will reimburse **an** employee for payment of the employee's registration **or** membership due to **an** organization or governing body when the payment of such dues is a requirement for the continuation of the performance of the duties **of** the position.
- 17.02 Membership dues referred to in Article 10 of this Collective Agreement are specifically excluded **as** reimbursable dues under this Article.

ARTICLE 18

OTHER LEAVE

* 18.01

Maternity Leave without Pay

(a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

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

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

(c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

(e) **An** employee who has not commenced maternity leave without pay may elect to:

(i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

(ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 19, Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 19, Sick Leave, shall include medical disability related to pregnancy.

- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four **(4)** weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause 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.

* 18.02

Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit **(SUB)** Plan described in paragraph (c) to (i), provided that she:
 - (i) has completed six **(6)** months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* or Quebec Parental Insurance Plan, in respect of insurable employment with the Employer,and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

* (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r} \text{(allowance received)} \quad \times \quad \text{(remaining period to be worked following her return to work)} \\ \hline \text{[total period to be worked as specified in (B)]} \end{array}$$

however, an employee whose specified period of employment expired and who is rehired by the same Employer within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a) (iii) (B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) (B), without activating the recovery provisions described in section (a) (iii) (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

- (ii) for each week that the employee receives a maternity benefit pursuant to *Section 22* of the *Employment Insurance Act* or Quebec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (**93%**) of her weekly rate of pay and the gross weekly amount of maternity benefits, less any other monies earned during this period which may result in a decrease in her maternity benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 18.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*, or the Parental Insurance Act in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (**6**) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph(f) (ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four months, the weekly rate shall be the rate she was being paid on that day.

- (i) Where **an** employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

18.03 Special Maternity Allowance for Totally-Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 18.02(a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance, or Quebec Parental Insurance Plan maternity benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 18.02(a), other than those specified in *sections (A) and (B)* of subparagraph 18.02(a) (iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), 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 via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 18.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to *Section 22* of the *Employment Insurance Act* or Quebec Parental Insurance Plan, had she not been disqualified from Employment Insurance or Quebec Parental Insurance maternity benefits for the reasons described in subparagraph (a) (i).

Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of **up** to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains **an** order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
 - (i) at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods,
 - (ii) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,or
 - (iii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period **of** the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four **(4)** weeks in advance of the expected date of the birth of the employee's child (including the new-born child of a common-law partner), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four **(4)** weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

*18.05 Parental Allowance

- (a) An employee **who** has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six **(6)** months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to *Section 23* of the *Employment Insurance Act*, or parental, paternity or adoption benefits under the Quebec Parental Insurance Plan, in respect of insurable employment with the Employer,

and

 - (iii) **has** signed **an** agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 18.02 (a) (iii) (B), if applicable;

(C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance X (remaining period to be worked received))}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired by the same Employer within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

(b) For the purpose of sections (a) (iii) (B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) (B), without activating the recovery provisions described in section (a) (iii) (C).

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

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

(ii) other than as provided in sub-paragraph (iii) below, for each week in respect of which the employee receives parental benefits

pursuant to Section 23 of the *Employment Insurance Act*, or parental, adoption or paternity benefits under the Quebec Parental Insurance Plan, he/she is eligible to receive the difference between ninety-three percent (**93%**) of his/her weekly rate of pay and the gross weekly amount of parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefits to which he/she would have been eligible if no extra monies had been earned during this period;

- (iii) where an employee has received the full eighteen (**18**) weeks of maternity benefits and the full thirty-two (**32**) weeks of parental benefits under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a **further** parental allowance for a period of two (2) weeks, at ninety-three per cent (**93%**) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 18.05 (c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*, or the *Parental Insurance Act* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined maternity and parental allowances payable shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

18.06 Special Parental Allowance for Totally-Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 18.05 (a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance, or Quebec Parental Insurance Plan benefits,and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 18.05(a), other than those specified in sections (A) and (B) of subparagraph 18.05 (a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause **18.05** for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to *Section 23 of the Employment Insurance Act* or parental, paternity or adoption benefits under the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance Quebec Parental insurance Plan benefits for the reasons described in subparagraph (a)(i).

18.07 Leave with pay for Birth or Adoption of a Child

An employee is entitled to two (2) days' leave with pay for needs directly related to the birth or adoption of the employee's child. This leave may be divided into two periods and granted on separate days.

18.08 Marriage Leave

- (a) After the completion of one (1) years' continuous employment in the Council, and providing an employee gives the Employer at least (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.
- (b) Should an employee be granted marriage leave before the employee has completed one year's continuous employment within the Council and the employee terminates the employee's employment within such year for reasons other than death or layoff, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

18.09 Bereavement Leave

For the purpose of this Clause and Clause **18.12**, "immediate family" is defined as father, mother, (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse or common-law partner, child, stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law and relative or close friend permanently residing in the employee's household or with whom the employee permanently resides.

- (a) Where a member of an employee's immediate family dies, the employee shall be entitled to leave with pay for a period of up to four (4) working days and may, in addition, be granted three (3) days' leave for the purpose of travel related to the death.
- (b) An employee is entitled to leave with pay, up to a maximum of one (1) day, in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law and sister-in-law, for a purpose related to the death and, in addition, may be granted three (3) days' special leave for purposes of travel.
- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in Clause 18.09 (a) and (b).
- (d) If, during a period of compensatory leave, vacation leave or sick leave, an employee is bereaved in circumstances under which the employee would have been eligible for leave under paragraph (a), (b) or (c) of this Clause, the employee shall be granted leave and the employee's compensatory leave credits shall be restored to the extent of any concurrent leave granted.

18.10 Court Leave

The Employer shall grant leave with pay to an employee for the period of time the employee is required:

- (a) to be available for jury selection;
 - (b) to serve on a jury;
- or
- (c) by subpoena or summons or other legal instrument 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 therefore 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.

* **18.11** Personnel Selection Leave With Pay

Where **an** employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Public Service Labour Relations Act*, 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 his or her presence is so required.

18.12 Other Leave With or Without Pay

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee, including the imposition of quarantine by duly authorized Medical Officer of Health and/or illness in the immediate family as defined in Clause **18.09**, prevent such employee from reporting for duty. Such leave will not be unreasonably withheld.
- (b) leave with or without pay for purposes other than those specified in this Agreement.
- (c) leave without pay granted under this clause for a period in excess of three months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purposes of calculating vacation leave.
- (d) time spent on such leave without pay for a period in excess of three months shall not be counted for pay increment purposes.

18.13 Injury-On-Duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period **as** may be determined by the Employer when a claim has been made pursuant to the *Government Employees Compensation Act*, and a Workplace Safety **and** Insurance Board authority **has** notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury received in the performance of the employee's duties and not caused by the employee's wilful misconduct,

or

(b) **an** industrial illness or a disease arising out of and in the course of the employee's employment if the employee agrees to remit to the Employer any amount received by the employee in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing however that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

18.14 Miscellaneous Leave

- (1) An employee shall be granted leave with pay to write an examination in a program or course of study that, in the opinion of the Employer, is directly related to the employee's duties.
- (2) The Employer will grant to **an** employee who is elected for a term of office **as** a full-time officer of **an** employee organization or association, leave of absence without pay for the term of that office.
- (3) The Employer will grant leave of absence without pay for an employee who wishes to serve in a full-time capacity as a non-elected officer of an employee organization or association.
- (4) Leave granted under sub-clauses (2) or (3) 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.
- (5) Leave granted under sub-clauses (2) or (3) shall be counted as "service" for the purposes of calculating vacation leave, provided that the employee returns to the Council.

(6) Time spent on leave under sub-clauses (2) or (3) shall not be counted for pay increment purposes,

* 18.15 Leave With Pay for Family Responsibilities

(a) For the purpose of this clause, family is defined as spouse, (including common-law partner resident with the employee), children (including foster children or children of legal or common-law partner), parents (including stepparents or foster-parents) or any relative permanently residing in the employee's household or close friend with whom the employee permanently resides.

***Effective September 15, 2008:**

(a) For the purpose of this clause, family is defined as spouse, (including common-law partner resident with the employee), children (including foster children or children of legal or common-law partner), grandchildren, parents (including stepparents or foster-parents) or any relative permanently residing in the employee's household or close friend with whom the employee permanently resides.

(b) Without restricting the provision of clause 18.07 and at the request of an employee, the employee shall be granted leave with pay for family-related responsibilities, as follows:

(i) leave with pay for an appointment to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies;

(ii) leave with pay for the temporary care of a sick member of the employee's family.

(iii) to provide for the immediate and temporary care of an elderly member of the employee's family;

(c) The total leave with pay which may be granted under sub-clause (b) above shall not exceed five (5) days in a fiscal year.

(d) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 18.15 (b) above, on the production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

18.16 Leave without Pay for the Care and Nurturing of Pre-school age Children

Both parties recognize the importance of access to leave for the purpose of care and nurturing of pre-school age children.

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

- (a) An employee shall notify the Employer in writing as far in advance as possible not less than four **(4)** weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- (b) Leave granted under this Article shall be for a minimum period of three **(3)** weeks.
- (c) The total leave granted under this Article shall not exceed five **(5)** years during an employee's total period of employment in the Public Service.
- (d) Leave granted for periods of one year or less shall **be** scheduled in a manner which ensures continued service delivery.
- (e) Leave without pay granted under this clause for a period in excess of three months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purposes of calculating vacation leave.
- (f) Time spent on such leave without pay for a period in excess of three months shall not be counted for pay increment purposes.

An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

18.17 Leave without Pay for the Long-term Care of a Parent

Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.

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

- (a) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- (b) Leave granted under this Article shall be for a minimum period of three (3) weeks.
- (c) The total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service.
- (d) Leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.
- (e) Leave without pay granted under this clause for a period in excess of three months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purposes of calculating vacation leave.
- (f) Time spent on such leave without pay for a period in excess of three months shall not be counted for pay increment purposes.

An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

18.18 Leave Without Pay for Personal Needs

Without restricting Clause 18.12 (b) leave without pay will be granted for personal needs, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) **An** employee is entitled to Leave Without Pay for Personal Needs only once under each of (a) and (b) of this Clause during the employee's total period of employment in the Council. Leave without pay granted under this Clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer.

- (d) Leave without pay granted under (b) of this Clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purposes of calculating vacation leave for the employee involved.
- (e) Time spent on such leave shall not be counted for pay increment purposes.

18.19

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- (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a **risk** to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the consent of the employee, shall notify the workplace committee or the health and safety representative.
- (b) An employee’s request under clause 18.19(a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee who has made a request under clause 18.19(a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
 - (i) modifies her job functions or reassigns her, or
 - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee’s job functions or reassign her:

- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

18.20 Medical Appointment For Pregnant Employees

- (a) Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

18.21 Religious Observance

- (a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.
- (b) Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.
- (c) Notwithstanding clause 18.21(b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

(d) An employee who intends to request leave or time off under this Article must give notice to the Employer **as** far in advance **as** possible but no later than four **(4)** weeks before the requested period of absence, unless because of unforeseeable circumstances such notice cannot be given.

18.22 Examination Leave With Pay

At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work.

18.23 Personal Leave

Subject to operational requirements **as** determined by the Employer and with an advance notice of at least five **(5)** working days, the employee shall be granted, in each fiscal year, one **(1)** day of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

18.24 Volunteer Leave

Subject to operational requirements **as** determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work **as** a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times **as** the employee may request.

ARTICLE 19

SICK LEAVE

* 19.01 Credits

An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least ten (10) days.

19.02 Granting of Sick Leave With Pay

An employee is entitled to sick leave with pay when the employee is unable to perform the employee's duties because of illness or injury provided that:

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

19.03 (i) Unless otherwise informed by the Employer, a statement signed by the employee stating that because of an illness or injury the employee was unable to perform the employee's duties shall, when delivered to the Employer, be considered as meeting the requirements of Clause 19.02 provided that the period of leave requested does not exceed five (5) working days.

(ii) The Employer will provide written advance notice to the employee concerned whenever it requires that employee to provide a medical certificate for a period of absence.

* 19.04 When **an** employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause 19.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

(a) for a period of up to one hundred **and** eighty-seven decimal five zero (187.50) hours if a decision on an application for injury-on-duty leave is being awaited,

or

(b) for a period of up to one hundred and twelve decimal five zero (112.50) hours in all other cases,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned, and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed to the employee.

19.05 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 sick leave credits that the employee was not granted sick leave with pay.

19.06 Subject to Clause 19.03, if an employee becomes ill during a period of compensatory leave or on lieu days and **has** the necessary sick leave credits the employee shall be granted sick leave and the employee's leave or lieu day credits shall be restored to the extent of any concurrent sick leave granted.

19.07 Sick leave in the Public Service

Where an employee who ceased to be employed in the Public Service becomes an employee and the employee's employment in the Public Service and the employee's employment in the Social Sciences and Humanities Research Council constitute continuous employment, or where an employee is granted leave of absence without pay for the purpose of undertaking employment in the Public Service, the employee shall, on appointment, or on termination of that leave of absence **as** the case may be, be deemed to have earned in the Council the sick leave gained by the employee but not granted to the employee during the employee's period of employment in the Public Service.

ARTICLE 20

SEVERANCE PAY

20.01 Under the following circumstances and subject to Clause 20.02 an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

(a) Layoff

- (i) On the first layoff after the date of signature of this agreement, two (2) weeks' pay for the first complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days of continuous employment divided by 365.
- (ii) On second or subsequent layoff after the date of signature of this agreement, one (1) weeks' pay for each complete year of continuous employment, one (1) weeks' pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted severance pay under 20.01(a).

(b) Resignation

On resignation, subject to Clause 20.01 (d) and with ten (10) or more years of continuous employment, the employee shall receive one-half ($\frac{1}{2}$) weeks' 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) Rejection during Probation

Where an employee ceases to be employed by reason of rejection during the probationary period and such employee has completed more than one (1) year of continuous employment the employee shall receive one (1) weeks' pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

(d) Retirement

On retirement, where an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* and/or is entitled to an immediate annual allowance under the *Public Service Superannuation Act*, the employee shall receive one (1) weeks' pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days of continuous employment divided by 365, to a maximum to thirty (30) weeks' pay.

(e) Death

If an employee dies, there shall be paid to the employee's estate one (1) weeks' pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) Release

- (i) The Employer agrees that an employee who is released from employment by reason of incompetence shall, on termination of the employee's employment, be entitled to severance pay on the basis of one (1) weeks' pay for each complete year of continuous employment to a maximum benefit of twenty-eight (28) weeks, less any period within the period of continuous employment in respect of which the employee was granted severance pay.
- (ii) The Employer agrees that an employee who is released from employment by reason of incapacity shall, on termination of the employee's employment, be entitled to severance pay on the basis of one (1) weeks' pay for each complete year of continuous employment to a maximum benefit of twenty-eight (28) weeks, less any period within the period of continuous employment in respect of which the employee was granted severance pay.

20.02 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 severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under Clause 20.01 be paid more than once.

20.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's instrument of appointment of the employee's substantive position on the date of the termination of the employee's employment.

ARTICLE 21

HOURS OF WORK

21.01 Subject to Clause 21.02, the normal work week shall be thirty-seven and one-half (37%) hours from Monday to Friday inclusive, and the normal workday shall be seven and one-half (7%) consecutive hours, exclusive of a lunch period, scheduled between the hours of 7:00 a.m. and 6:00 p.m.

21.02 Except where operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

21.03 Subject to operational requirements, an employee shall have the right to select and request flexible hours on a daily basis, between 7:00 a.m. and 6:00 p.m.

The absence of supervision will not be a determinant to deny an employee's request for flexible hours.

Requests for flexible hours shall not be unreasonably denied.

21.04 Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete the employee's weekly hours of work in a period of other than five (5) days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37%) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every-twenty-eight (28) day period, such an employee shall be granted days of rest on such days as are not scheduled as a normal working day for the employee.

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

Requests under 21.04 shall not be unreasonably denied.

21.05 Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work.

21.06 The employees may be required to register their attendance in a form or forms to be determined by the Employer.

ARTICLE 22

PART-TIME EMPLOYEES

- 22.01 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work of full-time employees, unless otherwise specified in this Agreement.
- 22.02 Part-time employees shall be paid at the straight-time rate of pay 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, or at the straight-time rate of pay for all work performed up to other daily or weekly hours of work that may be prescribed in accordance with Article 21, Hours of Work, and at time and one-half (1½) the hourly rate of pay for all hours of work performed in excess of those hours or on a designated paid holiday.
- 22.03 Leave will only be provided:
- (1) where it may displace other leave as prescribed by this Agreement.
- or
- (2) during those periods in which the employees are scheduled to perform their duties.
- 22.04 The days of rest provisions of this collective agreement apply only in a week when the employee has worked five (5) days and a minimum of thirty-seven and one half (37½) hours in the week.
- 22.05
- (i) A part-time employee shall not be paid for the designated holidays but shall instead be paid four decimal two five (4.25) percent for all straight-time hours worked.
 - (ii) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 16.01 of this Agreement, the employee shall be paid at time and one half (1½) of the straight time rate of pay for all hours worked up to seven and one half (7½) hours.
 - (iii) A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for the full-time employee in clause 16.01 shall be paid for the time actually worked in accordance with clause 22.05 (ii), or a minimum of four (4) hours pay at the straight time rate, whichever is greater.

- 22.06 Notwithstanding clause 22.01, there shall be no prorating of a “day” in clause 18.09 – Bereavement Leave.
- 22.07 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 service established in the vacation leave article, prorated by comparing the employee’s normal weekly hours of work to the normal weekly hours of work of full-time employees.
- 22.08 A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an 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.
- 22.09 (a) For the purposes of administration of clauses 22.07 and 22.08 where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight-time rate 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.
- 22.10 Notwithstanding the provisions of Article 20, Severance Pay, where the period of continuous employment in respect of which 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 rate of pay for the appropriate group and level to produce the severance pay benefit.

ARTICLE 23

OVERTIME

- 23.01 Assignment of Overtime Work
- (a) Subject to the operational requirements of the Council, the Employer shall make every reasonable effort to avoid excessive overtime and to distribute overtime **work** on an equitable basis among readily available qualified employees.
 - (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall give **as** much notice as possible but not less than four (4) hours notice for any requirement for overtime work.
- 23.02 Subject to Clause 23.04, an employee who is required by the Employer to work overtime on the employee's scheduled work day is entitled to compensation at time and one-half (1½) for the first four (4) hours and double (2) time thereafter.
- 23.03 Subject to Clause 23.04:
- (a) an employee who is required to work on the employee's first day of rest is entitled to compensation at time and one-half (1½) for the first four (4) hours and double (2) time thereafter.
 - (b) an employee who is also required to work on the employee's second day of rest is entitled to compensation at double (2) time for all hours worked.
- 23.04 An employee is entitled to overtime compensation under Clauses 23.02 and 23.03 for each completed period of fifteen (15) minutes of overtime worked by the employee:
- (a) when the overtime work is authorised in advance by the Employer or is in accordance with standard operating instructions;
- and
- (b) when the employee does not control the duration of the overtime work.
- 23.05 Employees shall record starting and finishing times of overtime work in a manner determined by the Employer.

- 23.06
- (a) The employee may choose to be paid overtime compensation in cash or the equivalent overtime compensation as time off (compensatory leave).
 - (b) Should the employee elect compensatory leave, it will be granted only at times which are convenient to both the employee and the Employer.
 - (c) Compensatory Leave not used by the end of the fiscal year will be paid out in cash at the employee's current rate of pay, however upon request from an employee and with the concurrence of the Employer, compensatory leave may be carried over to the next fiscal year.
 - (d) The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.

- *23.07
- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's normal hours of work or on a day of rest or designated paid holiday shall be reimbursed the employee's expenses for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee so that the employee may take a meal break 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 (1) additional meal in the amount of ten dollars (\$10.00), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee so that the employee may take a meal break either at/or adjacent to the employee's place of work.

***Effective September 15, 2008:**

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's normal hours of work or on a day of rest or designated paid holiday shall be reimbursed the employee's expenses for one (1) meal in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee so that the employee may take a meal break 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 (1) additional meal in the amount of ten dollars and fifty cents (\$10.50), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee so that the employee may take a meal break either at/or adjacent to the employee's place of work.

23.08 An employee who is required to work overtime that extends beyond an hour when convenient public transportation is available will be reimbursed for actual and reasonable out-of-pocket expenses for commercial transportation from the employee's place of work to the employee's residence.

23.09 Call-Back

When an'employee is recalled to work, and such recall has not been scheduled in advance, and the employee returns to the Employer's premises in order to work, he or she shall be paid the greater of:

- (a) compensation equivalent to four (4) hours' pay at the employee's straight-timerate,

or

- (b) compensation at the applicable overtime rate for time worked;

provided that the period of overtime worked by the employee is not contiguous to his/her scheduled hours of work.

23.10 When an employee is recalled to work overtime under the conditions described in Clause 23.09 and is required to use transportation services other than normal public transportation services, such employee shall be reimbursed all reasonable expenses.

23.11 Compensation under this Article shall not be paid for additional hours worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

23.12 Standby

- (1) Where the Employer requires **an** employee to be available on standby during off-duty hours, such employees shall be compensated at the rate of one half hour ($\frac{1}{2}$) for each four (4) hour period or part thereof for which **the** employee **has** been designated **as** being on standby duty.
- (2) An employee designated by letter or by list for standby duty shall be available during the employee's period of standby at a known telephone number and be available to return for duty **as** quickly as possible if called.
- (3) No standby payment shall be granted if **an** employee is unable to report for duty when required.
- (4) An employee on standby who is required to report for work and reports for work shall be compensated in accordance with clause 23.09 (Call-Back).
- (5) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than **an** employee's normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

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

ARTICLE 24

TRAVELLING TIME

- 24.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- 24.02 When an employee is required to travel outside the employee's headquarters area on Council business, ~~as~~ these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated ~~for~~ travel time in accordance with Clauses 24.03 and 24.04.
- 24.03 For the purposes of Clauses 24.02 and 24.04, the travelling time for which an employee shall be compensated is ~~as~~ follows:
- (a) for travel by public transportation, the time between the regularly scheduled time of departure and the regularly scheduled 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 employee's destination and, upon the employee's 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.
- 24.04 If ~~an~~ employee is required to travel as set forth in Clauses 24.02 and 24.03:
- (a) On a normal working day on which the employee travels but does not work, the employee shall receive the employee's regular pay for the day.
 - (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) the employee's 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 seven and one-half (7½) hours period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight time rate of pay.
- (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 of twelve (12) hours' pay at the straight-time rate of pay.

24.05

Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on Council business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.
- (b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to clause 23.06.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

ARTICLE 25

SAFETY AND HEALTH

25.01 In matters related to Health and Safety the Parties agree to be governed by the Canada Labour Code, **Part II**, as amended, and **by** regulations made thereunder.

25.02 Joint Health, Safety and Quality of Working Life Committee

The parties agree to establish a Joint Health, Safety and Quality of Working Life Committee consisting of four (4) members, two (2) of whom shall be appointed by the Council, and two (2) by the Alliance.

The Committee of persons so appointed shall, for the purposes of this collective agreement, be deemed to have the same rights, functions, powers, privileges and obligations as a safety and health committee under Canada Labour Code, Part II.

25.03 Protective Rights of Pregnant Workers

- (a) A pregnant worker who furnishes to the Employer a medical certificate attesting that her working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may request to be assigned to other duties involving no such danger for the duration of her pregnancy.
- (b) The employer shall make every reasonable effort to grant such request.
- (c) Except where the normal weekly hours of work are reduced, the assignment shall be without loss of benefits.
- (d) Should the pregnant employee refuse the assignment, or if no other position is available, the employee may be permitted to take leave without pay in addition to other leaves provided for in this collective agreement.

ARTICLE 26

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE WITH PAY

26.01 Education Leave Without Pay

The Employer recognizes the value of Education Leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for any period of up to one (1) year, which can be extended by mutual agreement. Such leave will be approved only for recognized courses of study acknowledged by the Employer as being job related.

26.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive ~~an~~ allowance in lieu of salary of up to 100% (one hundred percent) of the employee's annual rate of pay ~~as~~ provided for in Appendix "A" of this Agreement, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount ~~of~~ the ~~grant~~, bursary or scholarship.

26.03 As a condition of the granting of education leave without pay 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:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course;

or

- (c) ceases to be employed 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 to the employee under this Article during the education leave or such lesser sum as shall be determined by the Employer.

26.04 Career Development Leave With Pay

- (a) Career development is a form of training which the Employer considers will benefit both the individual employee and the organization, such as:
 - (i) courses given by the Employer;
 - (ii) courses offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialised field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 26.04 (a) above. The employee shall receive no compensation under Article 23 (Overtime) and Article 24 (Travelling Time) during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel **and** other expenses incurred by them which the Employer may deem appropriate.

ARTICLE 27

PAY

- 27.01 **An** employee is entitled to be paid for the employee's work in accordance with the rates of pay specified in Appendix "A" for the classification of the position to which the employee is appointed.
- 27.02 Employees shall be paid every two weeks with pay days falling on Wednesdays in accordance with the pay system of the Employer.
- 27.03 The Employer will attempt to issue cheques for pay supplements separately from regular pay cheques and to show details of such supplements on the stub.
- 27.04 The initial rate of pay of a person appointed to the Council will be at the minimum of the range of rates for the position to which the employee is appointed, unless a lower rate of pay is determined **as** a result of agreement with the Alliance.

Any employee who is appointed to a position at a lower level than the level prescribed for the position will be informed in writing by the Employer of the reasons for such lower-level appointment.

27.05 Rate of Pay on Promotion, Demotion or Transfer

- (1) For the purpose of this Article, a promotion occurs when an employee is appointed to a position that is classified in a higher group than the substantive position held by the employee immediately prior to that appointment.
- (2) **An** employee is demoted where, because of the employee's incompetence or incapacity, the employee is appointed to a position to which this Agreement applies that **has** a lower maximum rate of pay than the maximum rate applicable to the employee's former position.
- (3) **An** employee is transferred where the employee's appointment to a position to which this Agreement applies does not constitute a promotion or demotion. When an employee's appointment constitutes a transfer, there is no change to the rate of pay or increment date on appointment.

*27.06 When an employee is appointed to a position and the employee's appointment to that position constitutes a promotion, the employee shall be paid at a rate of pay in the new range nearest to that which would increase the employee's substantive salary by at least the lowest pay increment for the position to which the employee is appointed, where that position has more than one rate of pay.

***Effective September 15,2008:**

When an employee is appointed to a position and the employee's appointment to that position constitutes a promotion, the employee shall be paid at a rate of pay in the new range nearest to that which would increase the employee's substantive salary by the average pay increment for the position to which the employee is appointed, where that position has more than one rate of pay.

27.07 When an employee is demoted or transferred, the employee shall be paid at the rate of pay that is nearest to but not less than the rate of pay the employee was receiving immediately before the appointment or if there is not such rate, at the maximum rate of pay for the position to which the employee is appointed.

*27.08 Acting Pay

(a) When an employee is requested in writing to perform the duties of a higher level position than the one occupied by the employee for a period of at least three (3) consecutive working days and the employee accepts, the employee shall be paid acting pay, The rate of pay to which an employee is entitled in an acting position is at a rate of pay which would constitute a promotion calculated from the day on which the employee commenced acting in the higher position. No employee shall be required to act in a position for a period greater than twelve (12) months without a competition being held to fill the vacancy on a temporary or permanent basis. An employee has the right to refuse to perform such duties unless the request has been made in writing.

(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 purposes of the qualifying period.

(c) When an employee is requested to perform only a proportion of the duties of a higher position, such employee will be paid at a higher level commensurately with the duties assigned, subject to Article 27.08 (a).

27.09 For the purpose of this Article, where an employee is promoted or transferred on the day on which a pay increment would otherwise have become due to the employee in the position from which the employee is promoted or transferred, the employee's rate of pay in that position on the day immediately prior to the employee's appointment shall be deemed to have been the rate of pay that the employee would have received if the pay increment had become due to the employee on that date.

27.10 Pay Increments

- (1) An employee shall be granted pay increments until the employee reaches the maximum rate for the position.
- (2) A pay increment shall be to the rate in the scale of rates applicable to the position that is next higher than the rate which the employee is being paid.
- (3) Where an employee who has been required to perform temporarily the duties of a higher position than that of the position held by the employee on a substantive basis is no longer required to perform such duties on a temporary basis and reverts to the position held by the employee on a substantive basis, the employee shall be paid the rate to which the employee would have been entitled had the employee not been required to perform temporarily the duties of a higher position and had continued in the position held by the employee on a substantive basis.
- (4) A pay increment may be withheld at the discretion of the Employer for unsatisfactory work performance. Where a pay increment is so withheld, the Employer will give the employee the written reasons for such decision three (3) weeks before increment is due.

27.11 Pay Increment Period on Initial Appointment, Promotion, or Demotion

Subject to Clause 27.05, where an employee is appointed to a position the employee's first pay increment in that position shall become due the first Monday following the elapse of the pay increment period. The pay increment period for all employees in the bargaining unit is fifty-two (52) weeks.

27.12 Subsequent Pay Increments

Each pay increment for an employee, after the first pay increment that the employee receives while in a position shall become due at the end of the pay increment period for that position calculated from the date on which the employee's last pay increment in that position became due.

27.13 Pay Increments During Period of Leave of Absence

Unless otherwise specified, clauses 27.05, 27.11 and 27.12 apply to every employee who is on leave with pay for twelve (12) months or who is on leave without pay for a period of not more than three (3) months.

27.14 Regarding or Classification Reviews

If, during the term of this Agreement, a new classification standard is established **and** implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

This Article is subject to the Memorandum of Understanding signed by the Treasury Board and the Public Service Alliance of Canada dated February 9th, 1982, in respect of red-circled employees.

27.15 Retroactive Salary Increases

(a) For the purpose of this clause,

"retroactive period" means the period commencing on the date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when **an** arbitral award is rendered therefore.

(b) A retroactive upward revision shall apply to all employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period.

(c) Rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay.

(d) (i) In order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause 27.19 (c), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases.

(ii) No payment or no notification shall be made pursuant to clause 27.19 for one (1) dollar or less.

27.16 The Parties to this Agreement recognize the principle of equal pay for work of equal value. While committed to the principle, however, they are aware of the practical difficulty of measuring or defining “work of equal value“.

27.17 Except to the extent provided herein, the Employer’s Terms and Conditions governing the application of pay are not affected by this Agreement.

27.18 Detailed pay scales are shown in Appendix “B” to this Agreement.

27.19 An employee in the bargaining unit who is not currently required to accept payment by direct deposit on the date of the issuance of the binding decision (June 28, 1999), will be grandparented for as long as the employee remains **an** employee of the SSHRC.

ARTICLE 28

PROCEDURES GOVERNING THE PROTECTION OF EMPLOYEES FROM WORK
IN THE EVENT OF IMMEDIATE DANGER

- *28.01 The Parties to this Agreement acknowledge the possibility that employees may be compelled to vacate the work place by reason of fire, bomb threat or some other form of emergency. The Parties agree that they will be governed **by** the Occupational Policies **and** Procedures approved by the Treasury Board of Canada for application within the Public Service **as** defined in the *Public Service Labour Relations Act*.

ARTICLE 29

RESTRICTION ON OUTSIDE EMPLOYMENT

29.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted from engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE 30

EMPLOYEE PERFORMANCE REVIEW AND CONFIDENTIAL FILES

- *30.01 a) When a formal assessment of an employee's performance is made, the employee concerned will be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment will be provided to the employee on request. **An** employee's signature on the employee's assessment form will be taken **as** an indication that its contents have been read but does not necessarily indicate the employee's concurrence with the statements it contains.
- b) The Employer's representative who evaluates an indeterminate employee's performance must have observed the employee's performance for at least six (6) months of the period for which the employee's performance is evaluated.
- c) The Employer's representative who evaluates a term employee's performance must have observed the employee's performance for at least half of the employee's period of ~~term~~ employment. For the purpose of this clause, the extension of a term, or the commencement of a new term, shall constitute the commencement of a new period of evaluation. Where **an** employee is hired for **a** term of greater than twelve (12) months, he/she shall be subject to the provisions of 30.01 b).
- 30.02 The personnel file of an employee may be made available on request for the employee's examination in the presence of an authorized representative of the Employer.
- 30.03 The Employer will take reasonable steps to ensure that the employee's personal file is kept confidential and the contents not released to persons outside the Council without the employee's consent.

ARTICLE 31

JOINT CONSULTATION

- 31.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 31.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.
- 31.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 31.04 Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

ARTICLE 32

GRIEVANCE PROCEDURE

*** General**

- 32.01 In determining the time within which any action is to be taken **as** prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.
- 32.02 The time limits stipulated in this procedure may be extended by mutual agreement between the Council, the grievor, and where appropriate, the Alliance representative or the *Public Service Labour Relations Board*.
- 32.03 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Council provided that it is made clear by the employee and/or the Alliance that it is being presented as a grievance under this Article.
- 32.04 When the provisions of Article 32.08 or Article 32.26 cannot be complied with and it is necessary for the employee or the Alliance to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received **by** the Council on the day it is delivered to the appropriate office concerned. Similarly, the Council shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor or the Alliance may present the grievance at the next higher level shall be calculated from the date on which the Council's reply was delivered to the address shown on the grievance form. In relation to this sub-clause both the employee or the Alliance and the Council shall use registered mail.
- 32.05 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat, to cause **an** employee or the Alliance to abandon the employee's grievance or refrain from exercising the employee's and the Alliance's right to present a grievance, as provided in this Agreement.

***Individual Grievance**

- 32.06 Subject to and **as** provided in Section 208 of the *Public Service Labour Relations Act*, any employee who believes him or herself to be aggrieved by the interpretation or application in respect of him or herself of a provision of the collective agreement, of an arbitral award, or a provision of a statute, or of a regulation, by-law, direction or other instrument made or issued by the Council, dealing with Terms and Conditions of Employment, or **as** a result of any other occurrence or matter affecting Terms and Conditions of Employment, other than those arising out of the classification process, is entitled to present a grievance in the manner prescribed in Article 32.08.
- 32.07 If an employee wishes to do so, the employee may discuss a complaint with the employee's immediate supervisor or Director before presenting a grievance.
- 32.08 A grievance shall be transmitted by the grievor to the representative of the Council authorized to deal with grievances on the Council's behalf at level one (1) in the grievance procedure. The grievor will be given a written acknowledgement indicating the date of receipt.
- 32.09 If an employee so desires, such employee may either be assisted by, or be represented by the Alliance, or both, when presenting a grievance at any level. In any event, each grievor has a right to be heard individually.
- 32.10 Notwithstanding the contents of Article 32.06, an employee is not entitled to present any grievance relating to interpretation or application in respect of the employee of a provision of the employee's collective agreement unless the employee has the approval of and is represented by the Alliance, or any grievance relating to any action taken pursuant to **an** instruction, direction or regulation given or made as described in section 208(6) of the *Public Service Labour Relations Act*.
- 32.11 **An** employee cannot be represented by any employee organization other than the Alliance in the presentation or reference to adjudication of a grievance.
- 32.12 The Council shall designate representatives who are authorized to reply on the Council's behalf at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title of the person to whom a grievance is to be presented in accordance with this grievance procedure. This information shall be communicated to employees in writing.

- 32.13 The lower level in the grievance procedure may be bypassed by the mutual consent of the Council, the employee and, when applicable, the Alliance.
- 32.14 An employee may present a grievance to the lower level of the grievance procedure in the manner prescribed in Article 32.08 no later than the twenty-fifth (25th) working day after the date on which the employee is notified orally or in writing or on which the employee first had good reason to be aware of the action or circumstance giving rise to such grievance.
- 32.15 At the request of an employee who has presented a grievance, the Alliance shall have the right to consult with the person designated to reply on the Council's behalf at the level of the grievance procedure to which the grievance has been presented for reply. Only at the final level will the Alliance be obliged to request such consultation in writing.
- 32.16 The grievor, if the employee so desires, shall be allowed to be present at both levels of the grievance procedure wherein the process of consultation between the Council and the Alliance is utilized.
- 32.17 **An** employee may present a grievance for consideration at the final level in the grievance procedure either:
- (a) when the decision or settlement is not satisfactory to the employee, within ten (10) working days after that decision or settlement has been conveyed in writing to the employee by the preceding level, but shall not be entitled to do so after the said ten (10) working days have elapsed, or
 - (b) when the employee does not receive a decision within fifteen (15) working days, the grievor may present the employee's grievance for consideration at the next higher level within fifteen (15) working days after the last day the grievor was entitled to receive a reply but shall not be entitled to do so after the said fifteen (15) working days have elapsed.
- 32.18 The Council shall reply to an employee's grievance at the lower level of the grievance procedure, within fifteen (15) working days after the grievance is presented, and within twenty (20) working days where the grievance is presented at the final level.

- 32.19 When the employee is represented by the Alliance in the presentation of the employee's grievance, the Council shall provide the appropriate representative of the Alliance with a copy of the Council's decision at both levels **of** the grievance procedure at the same time the Council's decision is conveyed to the employee.
- 32.20 The decision given by the Council at the final level in the grievance procedure shall be final and binding upon the employee unless the grievance is referred to adjudication in accordance with the provisions of Section 209 (1) of the Public Service Labour Relations Act.
- 32.21 When the Council, as a result of disciplinary action, discharges **an** employee, the grievance procedure set forth in this Agreement shall apply except that:
- (a) the grievance may be presented at the final level only, subject to mutual consent **as** stated in Article 32.13;
 - (b) The twenty (20) day time period within which the Council is to reply at the final level may be extended to a maximum of forty (40) days, by mutual agreement of the Council, the grievor, and where appropriate, an authorized representative of the Alliance.
- 32.22 **An** employee may abandon the employee's grievance by written notice to the designated officer of the Council responsible to reply on behalf of the Council at level one (1) of the grievance procedure.
- 32.23 An employee who fails to present the employee's grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the employee's grievance, unless in the opinion of the Council, and after consultation with the Alliance, the employee was unable for reasons beyond the employee's control to comply with the prescribed time limits.
- 32.24 When an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:
- (a) the interpretation or application in respect of the employee of a provision of this Agreement or a related Arbitral Award, **or**
 - (b) disciplinary action resulting in discharge, suspension, or a financial penalty,

and the employee's 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 Sections 209, 210 and 211 of the *Public Service Labour Relations Act* and the Public Service Labour Relations Board Regulations, and Rules of Procedure.

32.25 Where the grievance is one relating to the interpretation of application in respect **of** the employee of **a** provision **of** this Collective Agreement, or a related Arbitral **Award**, the employee is not entitled to refer the grievance to adjudication unless the Alliance signifies in the prescribed manner:

(a) its approval of the reference of the grievance to adjudication,

and

(b) its willingness to represent the employee in the adjudication proceedings.

***Group Grievances**

- 32.26 The Alliance may present a group grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the officer-in-charge who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,
- and
- (b) provide the Alliance with a receipt stating the date on which the grievance was received by him or her.
- 32.27 Subject to and as provided in Section 215 of the *Public Service Labour Relations Act*, the Alliance may present to the employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.
- 32.28 The Alliance may present a group grievance to the lower level of the grievance procedure in the manner prescribed in Article 32.26 not later than the twenty-fifth (25th) working day after the date on which the employees were notified orally or in writing or on which the employees first had good reason to be aware of the action or circumstance giving rise to the group grievance.
- 32.29 The Alliance may present a group grievance for consideration at the final level in the grievance procedure either:
- (a) when the decision or settlement is not satisfactory to the Alliance, within ten (10) working days after that decision or settlement has been conveyed in writing to the Alliance by the preceding level, but shall not be entitled to do so after the said ten (10) working days have elapsed, or
 - (b) when the Alliance does not receive a decision within fifteen (15) working days, the Alliance may present the group grievance for consideration at the next higher level within fifteen (15) working days after the last day the Alliance was entitled to receive a reply but shall not be entitled to do so after the said fifteen (15) working days have elapsed.
- 32.30 The Council shall reply to the group grievance at the lower level of the grievance procedure, within fifteen (15) working days after the grievance is presented, and within twenty (20) working days where the grievance is presented at the final level.

32.31 Opting Out of a Group Grievance

- (a) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Alliance that the employee no longer wishes to be involved in the group grievance.
- (b) The Alliance shall provide to the representatives of the Employer authorized to deal with the group grievance, a copy of the notice received pursuant to paragraph (a) above.
- (c) After receiving the notice, the Alliance may not pursue the grievance in respect of the employee.

32.32 Where the Alliance fails to present the group grievance to the next higher level within the prescribed time limits, it shall be deemed to have abandoned the grievance unless in the opinion of the Council, and after consultation with the Alliance, the Alliance was unable for reasons beyond its control to comply with the prescribed time limits.

32.33 The Alliance may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.

***Policy Grievances**

- 32.34 The Employer or the Alliance may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award **as** it relates to either of them or to the bargaining unit generally.
- 32.35 A policy grievance shall be presented at the final level in the grievance procedure to the representative of the Alliance or the Employer, **as** the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received.
- 32.36 The Employer and the Alliance shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.
- 32.37 The Employer or the Alliance may present a grievance in the manner prescribed in Article 32.35 not later than the twenty-fifth (25th) working day after the date on which it received notification or on which it first had good reason to be aware of the action or circumstance giving rise to the policy grievance.
- 32.38 The Employer or the Alliance shall normally reply to the grievance within thirty (30) days of when the grievance is presented.
- 32.39 The Employer or the Alliance, as the case may be, may by written notice to the officer-in-charge withdraw a grievance.
- 32.40 A party that presents a policy grievance may refer it to adjudication in accordance with the provisions **of** the *Public Service Labour Relations Act*.

ARTICLE 33

DISCIPLINARY ACTION

- 33.01 Every employee shall be subject to disciplinary action for cause and such action shall be fair and reasonable in view of the seriousness and circumstances of the offence.
- 33.02 The Council will ensure that, in each case of discipline a full investigation is made so that all extenuating circumstances can be taken into consideration before any final disciplinary action is taken, The Council shall notify the employee concerned and the Alliance that an investigation is in progress.
- 33.03 In the case of Council rules and regulations, the Employer shall ensure that they are adequately explained and promulgated to employees.
- 33.04 The Employer shall ensure that notice of disciplinary action which may be taken against an employee shall be served within fifteen (15) days of the time the Employer is made aware of the alleged offence.
- Within such period the employee shall be given a complete statement in writing of the alleged offence.
- 33.05 Without limiting the right of the Employer to take disciplinary action, in the case of an employee whose unsatisfactory behaviour or work habits may be attributable to medical or domestic problems, the Employer will advise such employee to seek professional advice and will also call the employee's attention to the existence of the Local's Employee Assistance Committee and the Health, Safety and Quality of Working Life Committee with the recommendation that the employee make use of their services as appropriate before any disciplinary action is taken.
- 33.06 An employee absent from duty without leave or without due cause for a period of seven (7) calendar days shall be held to have abandoned the employee's position and the employee's service may be terminated.
- 33.07 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.
- 33.08 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action for an offence similar to the previous offence has been recorded during this period.

Release or Demotion for Incompetence or Incapacity

- (i) If, after the expiration of the prescribed probationary period, an employee demonstrates incompetence or incapacity in the performance of the duties of the employee's position, the supervisor shall endeavour to assist the employee in identifying and rectifying any problems that exist.
- (ii) If the employee, having been made aware of the acceptable level of performance, fails to achieve it over a reasonable period of time, the Employer may consider that either a release or a demotion **is** warranted. Should it become necessary to release or demote **an** employee for incompetence or incapacity the Employer shall notify the employee in writing informing the employee of the reasons for the release in sufficient detail to allow the employee the opportunity to prepare **an** adequate reply.
- (iii) **An** employee who is demoted or released **for** incompetence or incapacity may grieve the decision. Such grievance would be filed at the final level of the grievance process in accordance with the time limits prescribed for filing grievances. Should the employee not be satisfied with the response at the final level the employee may refer the grievance to adjudication.

ARTICLE 34

TERMS OF EXISTING WORKING CONDITIONS

- 34.01 Where this Agreement is silent, recourse will be had to the Council's Terms **and** Conditions **of** Employment. The working conditions enjoyed by employees will not, in any event, be inferior to the working conditions, benefits, etc. which they enjoyed prior to the signing **of** this collective agreement.

ARTICLE 35

JOB SECURITY

- 35.01 The Employer and the Alliance recognize the Employer's right to contract out work and determine the internal organization of the Council. Without restricting the generality of the foregoing, the Parties agree that no employees will be laid off as a consequence of the contracting out of work which has been customarily performed by members of the bargaining unit.
- 35.02 The Council shall make every reasonable effort to avoid lay-off and to place the employee in other positions within the Council.
- The Council agrees that in the event of layoff due to reorganizations, downsizing and other cutback as defined under Section 1 (a) of the Workforce Adjustment Procedure, dated April 8, 1987 and amended September 28, 2001, the provisions contained therein attached to this Collective Agreement, shall apply.
- 35.03 In cases of alleged misinterpretation or misapplication arising out of the W.F.A. Procedure, dated March 21, 1994, the grievance procedure provided under this collective agreement shall apply.

ARTICLE 36

TECHNOLOGICAL CHANGE

- 36.01 The parties have agreed that in cases where **as** a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Council Work Force Adjustment Procedure concluded by the parties will apply. In all other cases the following clauses will apply.
- 36.02 In this Article "Technological Changes" means:
- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;
- and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 36.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such change.
- 36.04 The Employer agrees to provide **as** much advance notice **as** is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 36.05 The written notice provided for in clause 36.04 will provide the following information:
- (a) The nature and degree of change.
 - (b) the anticipated date or dates on which the Employer plans to effect change.
- 36.06 As soon as reasonably practicable after notice is given under clause 36.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 36.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) The approximate number of employees by classification likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or Terms and Conditions of Employment on employees.

36.07

When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, 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 37

REOPENING OF AGREEMENT

37.01 This Agreement may be amended by consent of the Parties at any time during the life of the Agreement.

ARTICLE 38

PROBATION, STAFFING AND CLASSIFICATION

38.01 The Parties to this Agreement acknowledge that probation, staffing and classification are the prerogative of the Employer.

38.02 Appeals Against Staffing Process

A candidate shall have access to the point-rating reached by the Rating Board. If an unsuccessful candidate is not satisfied with the reasons offered by the rating board for the employee's lack of success the employee may grieve the rating board's decision. Should the employee not be satisfied with the response to the employee's grievance the employee may proceed to adjudication.

38.03 Classification Grievances

- (1) An employee who believes that the position to which the employee has been appointed is improperly classified may submit a classification grievance to a panel consisting of an employee of the Council, a Classification Officer employed by the Alliance and, at the Employer's discretion, a Classification specialist selected by the Employer.
- (2) The panel will meet and hear the parties' representations within fifteen (15) working days of receipt of the grievance.
- (3) The panel will report its findings and recommendations to the President within thirty (30) days of its first meeting.
- (4) The President considers the panel's recommendations and within ten (10) working days will give the aggrieved employee the reasons for his/her decision on the grievance.
- (5) The President's decision shall be final and binding.
- (6) The time limits referred to in this procedure may be extended by mutual agreement between the employee, the Council or the Alliance.

ARTICLE 39

BILINGUAL DIFFERENTIAL

- 39.01 Effective January 1st, 1982 the Council shall pay a differential of eight hundred dollars (\$800.00) per **annum** to all employees covered by this Agreement who are in positions designated by the Council as requiring bilingual proficiency provided the employee possesses the required language skills.
- 39.02 The method of application of the pay differential referred to in this Article will be governed by the Council's policy thereon **as** contained in the Memorandum of Understanding between the Social Sciences and Humanities Research Council of Canada and the Public Service Alliance of Canada dated October 28th, 1981.

ARTICLE 40

NO DISCRIMINATION

- 40.01 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 origin, ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union or a conviction for which a pardon has been granted.
- *40.02 Notwithstanding the above, the parties to this Agreement:
- (i) note, with approval the contents of *Sections 186* of the **Public Service Labour Relations Act** in relation to non discrimination and the administrative procedures provided for by the statute for redress.
- 40.03 Furthermore, the Parties to this Agreement agree that the SSHRC Policy on Conflict and Harassment applies to employees covered by this Agreement.

ARTICLE 41

SEXUAL HARASSMENT

- 41.01 The Alliance 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 work place.
- 41.02 Furthermore, the Parties to this Agreement agree that the SSHRC Policy on Conflict and Harassment applies to employees covered by this Agreement.

ARTICLE 42

DENTAL CARE PLAN

42.01 The Public Service Dental Care Plan (P.S.A.C.) and the Terms and Conditions referred to therein, including **any** modifications to the Plan thereafter, shall apply to the bargaining unit.

ARTICLE 43

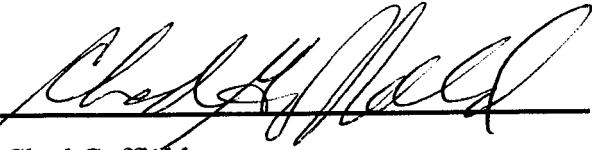
DURATION AND RENEWAL

- *43.01 This Agreement shall expire on March 31, 2011.**
- *43.02 Unless otherwise expressly stipulated the provisions of this agreement shall become effective on April 1st, 2007.**

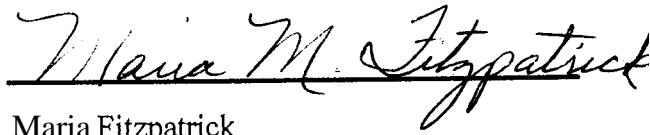
SIGNED AT OTTAWA, this 9th day of the month of July 2009.

Social Sciences and
Humanities Research Council of Canada

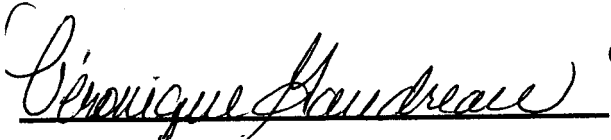
Public Service Alliance of Canada



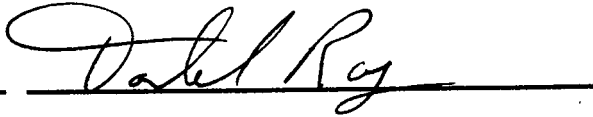
Chad Gaffield



Maria Fitzpatrick



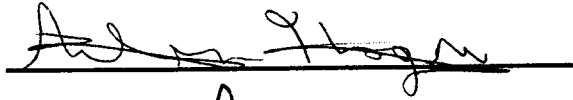
Véronique Gaudreau



Donald Roy



Pat Dunne



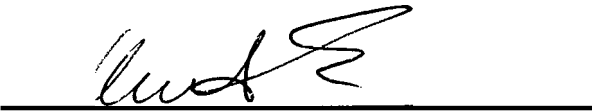
Arlene Hogue



Kalvin Mercer



Victor Baulin



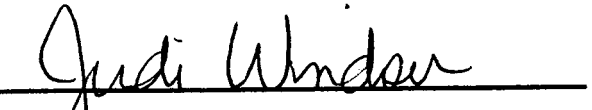
René Quirouette



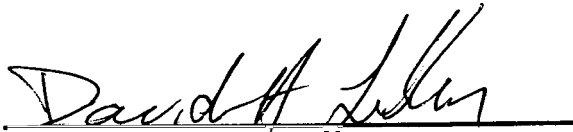
Mylène Séguin



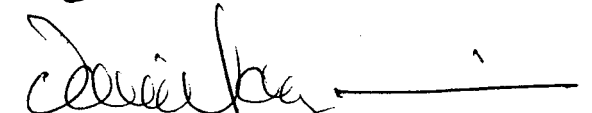
Nadine Larcher-Auger




Judi Windsor



David-Alexandre Leblanc



Daniel Langevin



Gaby Lévesque

LETTER OF UNDERSTANDING

COMPASSIONATE CARE LEAVE

The parties agree that if the Treasury Board of Canada and the Public Service Alliance of Canada insert new language into their collective agreements with respect to compassionate care leave, such language shall be reviewed and subject to further discussion between the Employer and the **Union**.

MEMORANDUM OF UNDERSTANDING

BILINGUALISM DIFFERENTIAL POLICY

SSHRCC ADMINISTRATIVE SUPPORT CATEGORY

The attached policy, which flows from Article 37 of the Collective Agreement, sets out the application of the Bilingualism Differential plan, to which both parties have agreed, namely the Social Sciences and Humanities Research Council of Canada, (Employer) and the Public Service Alliance of Canada on behalf of the employees.

Signed on 28th day of October, 1981

1. Kindri Fortin
President

1. G. V. Mason

[Signature]
Treasurer

R. Cochrane

2. H. L. Bayley
Director of Personnel

2. [Signature]

FOR THE EMPLOYER

FOR THE PUBLIC SERVICE
ALLIANCE

Att.

APPENDIX “A”

APPLICATION OF BILINGUALISM DIFFERENTIAL

APPENDIX "A"

APPLICATION OF BILINGUALISM DIFFERENTIAL

ADMINISTRATIVE SUPPORT CATEGORY - SSHRC

BILINGUALISM DIFFERENTIAL PLAN

Unless specifically excluded from the provisions of this Bilingualism Differential Plan, employees of the Administrative Support Category of the Social Sciences and Humanities Research Council of Canada (SSHRC) who meet the required language proficiency of their bilingual positions are eligible to receive a Bilingualism Differential. The annual amount of this differential is \$800.00 effective from January 1, 1982.

INTERPRETATION

1. The Bilingualism Differential is payable to all eligible employees of the Administrative Support Category of the SSHRC, when such employees occupy positions which have been identified as bilingual and the employee **has** been certified by the Council as meeting the established language proficiency requirements for the position from the date on which the President of the Council certifies that both of the qualifying conditions are being met.

THE ELIGIBLE EMPLOYEE

2. An eligible employee is entitled to receive the Bilingualism Differential for the full month for any month in which such employee receives a minimum of ten (10) days' pay in a position or positions to which the Bilingualism Differential applies. The amount of the Bilingualism Differential to which an eligible employee is entitled remains unchanged and is not compounded regardless of the number of identified bilingual positions the employee has occupied during a given period. This Section also applies to employees taken on strength, struck off strength, or the employee who enters or leaves a bilingual position to which the Bilingualism Differential Plan applies.
3. Except **as** provided in Section 6 the Bilingualism Differential shall not be paid when an employee who occupies a position to which the Bilingualism Differential applies is then appointed to another position to which the Bilingualism Differential does not apply.

4. Employees in bilingual positions who do not meet the language requirements of their positions must qualify by successfully passing a language test. Those employees who fail their language tests become entitled to language training. Such training, however, will be scheduled by the Council taking account of operational requirements. Payment of the Bilingualism Differential to employees who do not qualify or who have not commenced continuous language training prior to July 1, 1982, will be terminated on that date.

If the Council considers that because of operational requirements it cannot allow an employee to proceed on language training prior to July 1st, 1982, it will extend this time limit, and the payment of the Differential shall be extended accordingly.

5. Where doubt exists in the mind of the Council as to whether an employee who previously met the language requirements of his position was still able to do so, the Council will inform the employee in writing of the reasons for its concern. The Council may then request the employee to be retested within *six (6)* months of bringing the reasons to his attention. Unless the employee successfully re-passes the appropriate language examination within such six-month period, the employee's Bilingualism Differential may be terminated.

Upon request, an employee will be tested by the Council.

TEMPORARY ASSIGNMENT

6. For the purposes of the Bilingualism Differential Plan, this Section applies to those situations where an eligible employee is required by management to undertake temporarily the responsibilities of another position. Such an assignment is normally for a period of one year or less and is subject to an agreement that the employee will resume his/her former duties when the temporary assignment is complete.

When an employee who occupies a position to which the Bilingualism Differential applies is temporarily assigned to another position to which the Bilingualism Differential does not apply, and when the employee's basic monthly entitlement in the position to which he/she is assigned would be less than the basic pay entitlement plus the Bilingualism Differential in his/her regular position, the employee shall receive the Bilingualism Differential applicable to his/her regular position, the employee shall receive the Bilingualism Differential applicable to his/her regular position.

In cases where the temporary assignment is to another position to which the Bilingualism Differential applies, regardless of the level of the language proficiency requirements of that position, the employee shall continue to receive the Bilingualism Differential.

SPECIAL ASSIGNMENTS

7. This section applies to specific long-term assignments, normally in excess of one year, where there exists no agreement between the Council and employee that the employee will resume his/her former duties at the conclusion of the assignment. It may apply in case of CAP and SAPP assignments.

In all such assignments an employee will receive the Bilingualism Differential only when the duties of the assignment require bilingual proficiency as determined by the host Department or Agency. In cases where such an employee occupies an unilingual position (within the Council) and is assigned to a position which requires a bilingual capability, and the employee is certified, (or subsequently becomes certified) as meeting the requirements of the position, the employee will receive the Bilingualism Differential for the period that he/she meets the language requirements.

LEAVE

8. An employee is entitled to receive the Bilingualism Differential applicable to the employee's regular position during any period of paid leave. However, payment of the Bilingualism Differential is not made to employees on Educational Leave or Sabbatical Leave.

TERM EMPLOYEES

9. A person who is initially appointed to a term of six (6) months or less, but remains employed for a period exceeding six (6) months becomes eligible for the Bilingualism Differential only for that period of time he or she is employed for the period in excess of six (6) months. A person who is initially appointed for a specified term exceeding six (6) months, is paid the Bilingualism Differential from the date of appointment.

PAY CONSIDERATIONS

10. The Bilingualism Differential is considered as part of an employee's salary only for the purposes of the following:

Public Service Superannuation Act
Public Service Disability Insurance Plan

Canada Pension Plan or
Quebec Pension Plan
Employment Insurance Act
Government Employee's Compensation Act (where applicable)
Supplementary Retirement Benefit Act (where applicable)
Supplementary Death Benefit
Long-Term Disability Insurance
Public Service Management Insurance Plan (where applicable)
Quebec Health Insurance Plan (where applicable)
Federal and Provincial Income Taxes

11. The Bilingualism Differential is not considered as part of an employee's salary or used to compute **an** employee's salary entitlements for the following:
 - a. transfer;
 - b. promotion;
 - c. overtime calculation;
 - d. severance pay;
 - e. demotion;
 - f. payment on termination of employment of unused vacation leave on lay-off, resignation or retirement.

12. Notwithstanding Section 3 and 8, if, in any month, an eligible employee is disabled or dies prior to establishing an entitlement to the Bilingualism Differential, the Bilingualism Differential benefits accruing to the employee or his/her estate shall **be** determined in accordance with the Bilingualism Differential entitlement for the month preceding such disablement or death.

TERMINATION OF SITIC

13. When an employee of an identified bilingual position is notified by the Director of Personnel of SSHRCC that the employee's position is no longer designated **as** bilingual, the notice of termination in writing to the employee shall be provided two (2) calendar months prior to its effect.

PAYMENT

14. A flat rate annual payment of \$800.00 is provided under the Bilingualism Differential plan and is paid on the same basis **as** that for the employee's regular pay. An eligible employee engaged on less than a full-time basis has his/her Bilingualism Differential reduced to the same proportion that his/her normal hours of work compare with the normal hours of work of a full-time employee in the same classification group.

GENERAL

15. Should any doubt or disagreement arise in the interpretation or application of this policy, the language of Article 39.01 of the Collective Agreement shall prevail.

APPENDIX "B"

RATES OF PAY

APPENDIX "B"
Social Sciences and Humanities Research Council
ANNUAL RATES OF PAY

From – Effective April 1, 2006

A- Effective: April 1, 2007 (2.5%)

B- Effective: April 1, 2008 (2.5%)

C- Effective: April 1, 2009 (1.5%)

D- Effective: April 1, 2010 (1.5%)

GR-01								
From:	\$	33827	34775	35748	36749	37778	38441	
To:	A	34673	35644	36642	37668	38722	39402	
To:	B	35540	36535	37558	38610	39690	40387	
To:	C	36073	37083	38121	39189	40285	40993	
To:	D	36614	37639	38693	39777	40889	41608	

GR-02								
From:	\$	36787	37890	39028	40198	41405	42285	
To:	A	37707	38837	40004	41203	42440	43342	
To:	B	38650	39808	41004	42233	43501	44426	
To:	C	39230	40405	41619	42866	44154	45092	
To:	D	39818	41011	42243	43509	44816	45768	

GR-03								
From:	\$	40011	41291	42611	43977	45383	46524	
To:	A	41011	42323	43676	45076	46518	47687	
To:	B	42036	43381	44768	46203	47681	48879	
To:	C	42667	44032	45440	46896	48396	49612	
To:	D	43307	44692	46122	47599	49122	50356	

GR-04								
From:	\$	43513	44993	46523	48105	49740	51193	
To:	A	44601	46118	47686	49308	50984	52473	
To:	B	45716	47271	48878	50541	52259	53785	
To:	C	46402	47980	49611	51299	53043	54592	
To:	D	47098	48700	50355	52068	53839	55411	

GR-05								
From:	\$	48140	49873	51668	53529	55457	57310	
To:	A	49344	51120	52960	54867	56843	58743	
To:	B	50578	52398	54284	56239	58264	60212	
To:	C	51337	53184	55098	57083	59138	61115	
To:	D	52107	53982	55924	57939	60025	62032	

GR-06								
From:	\$	53397	55427	57533	59720	61989	64335	
To:	A	54732	56813	58971	61213	63539	65943	
To:	B	56100	58233	60445	62743	65127	67592	
To:	C	56942	59106	61352	63684	66104	68606	
To:	D	57796	59993	62272	64639	67096	69635	
GR-07								
From:	\$	58962	61322	63773	66326	68977	71737	71906
To:	A	60436	62855	65367	67984	70701	73530	73704
To:	B	61947	64426	67001	69684	72469	75368	75547
To:	C	62876	65392	68006	70729	73556	76499	76680
To:	D	63819	66373	69026	71790	74659	77646	77830
GR-08								
From:	\$	64068	66758	69563	72484	75528	78702	79096
To:	A	65670	68427	71302	74296	77416	80670	81073
To:	B	67312	70138	73085	76153	79351	82687	83100
To:	C	68322	71190	74181	77295	80541	83927	84347
To:	D	69347	72258	75294	78454	81749	85186	85612
GR-09								
From:	\$	70575	73680	76922	80307	83840	87529	88219
To:	A	72339	75522	78845	82315	85936	89717	90424
To:	B	74147	77410	80816	84373	88084	91960	92685
To:	C	75259	78571	82028	85639	89405	93339	94075
To:	D	76388	79750	83258	86924	90746	94739	95486
GR-10								
From:	\$	79418	82912	86560	90369	94345	98496	99272
To:	A	81403	84985	88724	92628	96704	100958	101754
To:	B	83438	87110	90942	94944	99122	103482	104298
To:	C	84690	88417	92306	96368	100609	105034	105862
To:	D	85960	89743	93691	97814	102118	106610	107450

