

AGREEMENT BETWEEN
THE NATIONAL RESEARCH COUNCIL OF CANADA
AND
THE RESEARCH COUNCIL EMPLOYEE'S ASSOCIATION

GROUP: OPERATIONAL CATEGORY (OP)
(Non-supervisory employees)

EXPIRY: 30 JULY 2015

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

PART I

ARTICLE 1 - RECOGNITION

- 1.1 The Council recognizes the Association as the exclusive bargaining agent for all employees of the Council described in the certificate issued by the former Public Service Staff Relations Board on the nineteenth day of July 1967, covering non-supervisory employees in the Operational Category.

ARTICLE 2 - APPLICATION

- 2.1 The provisions of this Agreement apply to the Association, the employees and the Council.
- 2.2 In this agreement, words importing the masculine gender shall include the feminine gender and vice versa.
- 2.3 Both the English and French texts of this agreement shall be official.

ARTICLE 3 - PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to:
- 3.1.1 Set forth certain terms and conditions of employment which affect the employees covered by this Agreement;
 - 3.1.2 Maintain harmonious and mutually beneficial relationships among the Council, the employees and the Association, and
 - 3.1.3 Promote a high level of productivity and achievement by employees during the execution of their duties at the Council.
- 3.2 Both parties to this Agreement agree to do their utmost to promote a high level of productivity and achievement in a research environment by employees during the execution of their duties at the Council.

ARTICLE 4 - INTERPRETATION AND DEFINITIONS:

- 4.1 For the purpose of this Agreement,
- 4.1.1 "Association" means the Research Council Employees' Association (« Association »);
 - 4.1.2 "bargaining unit" means the employees of the Council described in article 1 of this Agreement (« unité de négociation »);

- 4.1.3 a “common-law partner” refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (« conjoint de fait »);
- 4.1.4 “compensatory leave” means leave with pay in lieu of a payment as provided for in this collective agreement and such leave with pay will be computed and credited to the employee at the same applicable overtime rate as if the overtime had been compensated monetarily (« congé compensateur »);
- 4.1.5 “continuous service” and “continuous employment” have the same meaning as in the existing rules and regulations of the Council on the date of the signing of this Agreement (« service continu » ou « emploi continu »);
- 4.1.6 the “Council”, “Employer” or “NRC”, means the National Research Council of Canada (« Conseil », « employeur » ou « CNRC »);
- 4.1.7 “daily rate of pay” means an employee’s weekly rate of pay divided by five (5) (« taux quotidien de traitement »);
- 4.1.8 “day” means the period of twenty-four (24) consecutive hours commencing at 00:01 hours local time (« jour »);
- 4.1.9 “day of rest” in relation to an employee means a day, other than a designated holiday, on which that employee is not ordinarily required to work other than by reason of being on leave of absence. An employee receives no pay for a day of rest unless required by the Council to work on such a day or unless the employee is entitled to pay on such a day under the provisions of this collective agreement (« jour de repos »);
- 4.1.10 “designated holiday” means (« jour désigné férié »),
- i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commence on a day designated as a holiday in this Agreement;
 - ii) in any other case, the twenty-four (24) hour period commencing at 00:01 hours on a day designated as a holiday in this Agreement.
- 4.1.11 “double time” means twice (2) the straight-time rate (« temps double »);
- 4.1.12 “employee” means a person so defined in the *Public Service Labour Relations Act*, and who is a member of the bargaining unit (« employé »);
- 4.1.13 “headquarters area” has the same meaning as given to the expression in the NRC Travel Directive as may be amended from time to time (« zone d’affectation »);
- 4.1.14 “hourly rate of pay”, “basic hourly rate of pay” and “straight-time rate” means the employee’s weekly rate of pay divided by thirty-seven decimal five (37.5) for employees working an average thirty-seven decimal five (37.5) hour work

week and by forty (40) for employees working an average forty (40) hour work week (« taux horaire », « taux horaire de base » et « taux simple »);

- 4.1.15 an “increment” or “pay increment” is a salary increase from one salary step to the next higher step in the range of rates for any one of the classification levels in the Schedule of Pay (« augmentation » ou « augmentation de traitement »);
- 4.1.16 “lay-off” means termination of services of an employee by the Council because of lack of work or because of the discontinuance of a service or a function (« licenciement (mise en disponibilité) »);
- 4.1.17 “leave of absence” means permission to be absent from duty granted to an employee by an authorized officer of the Council (« congé »);
- 4.1.18 “may” shall be regarded as permissive, “shall” and “will” as imperative and “should” as informative, only (« peut »);
- 4.1.19 “membership dues” means the dues established pursuant to the constitution of the Association as the dues payable by employees as a consequence of their membership in the Association and shall not include any initiation fee, insurance premium or special levy (« cotisations » ou « retenues syndicales »);
- 4.1.20 “new employee” in this Agreement may, according to context, either refer to an employee who is appointed from outside the Council to the bargaining unit or from within the Council to the bargaining unit after the date on which this Agreement becomes effective (« nouvel employé »);
- 4.1.21 “practicable” shall be regarded as “physically possible” and “practical” or “suitable” shall be regarded as “reasonable in the circumstances” (« possible »);
- 4.1.22 the “singular” shall include the “plural” and words in the plural shall include the “singular” unless a contrary intention is clearly indicated (« singulier »);
- 4.1.23 “steward” means an employee who is a representative of the Association subject to the limitations of this agreement (Appointment And Time Off For Stewards) (« délégué syndical »);
- 4.1.24 “time and one-half” means one and one-half (1 1/2) times the straight-time rate (« temps et demi »);
- 4.1.25 “week” for the purposes of this Agreement shall be deemed to commence at 00:01 hour on Monday and terminate at 24:00 hours on Sunday (« semaine »);
- 4.1.26 “weekly rate of pay” means an employee’s annual rate of pay divided by 52.176 (« taux de rémunération hebdomadaire »);

- 4.1.27 "fiscal year" shall mean the period of time from April 1st to March 31st inclusive, in the next following year («année fiscale» ou «année financière»);
- 4.2 Except as otherwise provided in this Agreement, expressions used in this Agreement;
- 4.2.1 if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*, and
- 4.2.2 if defined in the *Interpretation Act*, but not defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

ARTICLE 5 - PART-TIME EMPLOYEES

5.1 Definition

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

5.2 General

- 5.2.1 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees except that:
- 5.2.1.1 part-time employees shall be paid at the straight-time rate of pay for all hours of work performed up to the normal daily hours for a full-time employee;
- and
- at the applicable overtime rate of pay as specified by the Overtime article.
- 5.2.1.2 leave will only be provided during those periods in which the employees are scheduled to perform their duties;
- or
- where it may displace other leave as prescribed by this agreement.
- 5.2.1.3 The days of rest provisions of this Agreement only apply on a day which is normally a day of rest for a full-time employee.
- 5.2.1.4 Notwithstanding the provisions of the Severance Pay article, an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of severance pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the scheduled weekly hours of work of full-time employees. For such an employee who is a part-time employee, on the date of termination of

employment, the weekly rate of pay referred to in the Severance Pay article shall be the weekly rate of pay that the employee is being paid on termination of employment, adjusted to the full-time weekly rate.

- 5.2.1.5 A part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four decimal two five (4.25) percent for all straight-time hours during the period of part-time employment.
- 5.2.1.6 When a part-time employee is required to work on a day which is prescribed as a designated holiday for a full-time employee in the Designated Holidays article of this agreement, the employee shall be paid time and one-half (1 1/2) the straight-time rate of pay for all hours worked up to the regular daily schedule hours of work as specified by the relevant schedule for a full-time employee and double time (2) thereafter.
- 5.2.1.7 A part-time employee shall be eligible for a pay increment, on the first day of the month which is nearest to the anniversary date of the employee's appointment to his classification level.
- 5.2.1.8 Notwithstanding clause 5.2.1, there shall be no prorating of a day in Article 35.2, Bereavement Leave.

ARTICLE 6 - JOINT CONSULTATION

- 6.1 The parties to this Agreement acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions on matters of common interest; such discussions will be without prejudice to the position that the Council or the Association may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements.
- 6.2 The Association recognizes the Council's right to make, alter and enforce, from time to time, rules and regulations applicable to employees, but such rules and regulations shall not be incompatible with either this Agreement or any federal enactment in force affecting employees. Before implementing proposed rules and regulations which would affect the employees covered by this Agreement, the Council shall make copies thereof available to the Association and when requested will meet with the Association to discuss the matter.

ARTICLE 7 - CHECK-OFF

- 7.1 Except as provided in clause 7.4, the Council will, as a condition of employment make every reasonable effort to have deducted through Public Works and Government Services Canada, an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining units covered by this Agreement. The amounts deducted shall be remitted by cheque to the Association within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

- 7.2 The Association shall inform the Council in writing of the authorized monthly deduction to be checked off for each employee defined in clause 7.1.
- 7.3 For the purpose of applying clause 7.1, deductions from pay for each employee in respect of each month will start with the first full month of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Council shall not be obligated to make these deductions from subsequent salary.
- 7.4 An employee who satisfies the Council by declaring in an affidavit filed with the Council that the employee is a member of a religious organization whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization as defined in the *Income Tax Act* equal to membership dues, shall not be subject to this article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.
- 7.5 The Council agrees to make every reasonable effort to continue past practice of having deductions made for other purposes on the basis of production of appropriate documentation through Public Works and Government Services Canada.
- 7.6 The Association agrees to indemnify and save the Council harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Council.

ARTICLE 8 - INFORMATION

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

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

ARTICLE 9 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

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

- 9.2 With regard to purpose and importance, the Council may permit the Association to hold formal meetings on the premises of the Council outside of normal working hours.
- 9.3 The Council will continue its past practice of making available to the Association specific locations on its premises for the placement of bulk quantities of literature of the Association.

ARTICLE 10 - ILLEGAL STRIKES

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

ARTICLE 11 - TIME-OFF FOR ASSOCIATION BUSINESS

11.1 Public Service Labour Relations Board Hearings

- 11.1.1 Complaints made to the Public Service Labour Relations Board pursuant to the Public Service Labour Relations Act
- 11.1.1.1 Where operational requirements permit, the Council will grant leave with pay:
- a. to an employee who makes a complaint on his own behalf, before the Public Service Labour Relations Board,
- and
- b. to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Association making the complaint.
- 11.1.2 Applications for Certification, Representations and Interventions with respect to Applications for Certification
- 11.1.2.1 Where operational requirements permit, the Council will grant leave without pay:
- a. to an employee who represents the Association in an application for certification or an intervention,
- and

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

11.1.3 Employee called as a witness

11.1.3.1 The Council will grant leave with pay:

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

and

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

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

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

11.2.2 Employee Called as a Witness

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

11.3 Adjudication

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

- a. a party to the adjudication,
- b. the representative of an employee who is a party to a adjudication,

and

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

11.4 Meetings During the Grievance Process

11.4.1 Subject to operational requirements,

- a. when the Council originates a meeting with a grievor in his headquarters area, he will be granted leave with pay and “on-duty” status when the meeting is held outside the grievor’s headquarters area;
- b. when a grievor seeks to meet with the Council, he will be granted leave with pay when the meeting is held in his headquarters area and leave without pay when the meeting is held outside his headquarters area;
- c. when an employee representative attends a meeting referred to in this clause, he will be granted leave with pay when the meeting is held in his headquarters area and leave without pay when the meeting is held outside his headquarters area.

11.4.2 Where an employee representative wishes to discuss a grievance of an urgent nature with an employee who has asked or is obliged to be represented by the Association in relation to the presentation of his grievance, the Council will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussions take place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

11.5 Meetings Between the Association and the Council

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

11.6 Stewards Training Courses

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

11.7 Classification of Status of Leave

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

ARTICLE 12 - APPOINTMENT AND TIME-OFF FOR STEWARDS

12.1 The Council acknowledges the right of the Association to appoint employees as stewards subject to the agreement of both parties under clause 12.2 below.

- 12.2 The Council and the Association shall determine the number of stewards having regard to the organization of the Council, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 12.3 The Association shall notify the Council's Director, Labour Relations, in writing of the appointment of each steward, but any employee so appointed by the Association shall not be recognized nor serve as a steward until such notification has been received in writing by the Council's Director, Labour Relations.
- 12.4 A steward shall obtain the permission of the head of the Institute / Branch / Program / Technology Centre, or the permission of such person or persons as the Head of the Institute / Branch / Program / Technology Centre may designate, before leaving the work place to investigate complaints of an urgent nature within the steward's area of jurisdiction, or to meet with the head of the Institute / Branch / Program / Technology Centre or such person or persons as the Council has designated to reply on the Council's behalf at the first level in the grievance procedure, or to attend meetings called by persons so designated in connection with the grievance procedure.

ARTICLE 13 - MANAGEMENT RIGHTS

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

ARTICLE 14 - STATE SECURITY

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

ARTICLE 15 - PRECEDENCE OF LEGISLATION

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

ARTICLE 16 - MEDICAL AND HOSPITAL INSURANCE

- 16.1 Current practices will prevail for the duration of this Agreement, except that any changes in medical or hospital insurance plans, including the premium payable by employees, applicable to the majority of those employed in the Public Service for whom the Treasury Board is the employer, will during the life of this Agreement be applicable to the employees under this Agreement.

ARTICLE 17 - SAFETY AND HEALTH

- 17.1 The Council shall continue to make all reasonable provisions for the occupational safety and health of employees. The Council will welcome suggestions on the subject from the Association and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.
- 17.2 All employees of the Council shall make every reasonable effort to reduce and obviate risk of employment injury. Where any employee of the Council fails to obey a safety regulation issued by the Council, the employee may be subject to appropriate disciplinary action by the Council.

ARTICLE 18 - STANDARDS OF DISCIPLINE

- 18.1 In order of severity, the usual types of disciplinary action are as follows:
- oral reprimand,
 - written reprimand
 - suspension
 - demotion
 - termination of employment
- 18.2 When an employee is required to attend a meeting, the purpose of which is to investigate a disciplinary matter concerning the employee or to render a disciplinary decision concerning the employee, the employee is entitled to have, upon request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting and shall be informed of the reason for it.
- 18.3 When an employee is suspended from duty, demoted or terminated due to a disciplinary infraction, the Council shall notify the employee, in writing, of the reason(s) for the suspension, demotion or termination. The Council shall endeavour to provide this written notification at the time of the suspension, demotion or termination.
- 18.4 When an employee feels aggrieved by the application of any disciplinary action which was applied, or in the employee's opinion was applied, to the employee by the Council, the employee may present a grievance in accordance with the Grievance Procedure Article of this Agreement.
- 18.5 Except in the case of an oral reprimand, the Council shall provide an employee with a written record of any disciplinary action taken by the Council against the employee after the date of signing of this Agreement, and such written record shall include the reason for the disciplinary action.

- 18.6 The Council agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- 18.7 The Council agrees not to introduce as evidence in an adjudication hearing any document from the file of an employee where the employee was not aware of its existence:
- 18.7.1 at the time of requesting the services of an adjudicator
- or
- 18.7.2 within a period of five (5) consecutive working days after the Council has been informed that the employee has requested the services of an adjudicator, whichever occurs later.
- 18.8 Notice of disciplinary action which may have been placed on the Council staff file of an employee following the date of signing of this Agreement shall be removed from the Council staff file of the employee after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during the two (2) year period. This two (2) year period will automatically be extended by the length of any period of leave without pay in excess of three (3) months.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 National Joint Council Grievance

In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with the NJC By-Laws.

19.2 General Intent

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

19.3 Informal Discussions Prior to Grievance

The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 19.9 gives notice to a representative, as designated by the Council in accordance with clause 19.8 that he wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

19.4 Type of Grievance

19.4.1 Individual Grievance

Subject to clause 19.5 and as provided in section 208 of the PSLRA, an employee is entitled to present a grievance in the manner prescribed in clause 19.10 if the employee feels aggrieved

- (a) by the interpretation or application in respect of the employee, of
 - (i) a provision of a statute or regulation, or a by-law, direction or other instrument made or issued by the Council, dealing with terms and conditions of employment;
 - or
 - (ii) a provision of a collective agreement or an arbitral award;
 - or
- (b) as a result of any other occurrence or matter affecting the employee's terms and conditions of employment.

19.4.1.1 Individual Grievance Limitations

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

- (i) that employee has filed a complaint on that policy
- and
- (ii) that policy precludes the filing of both a complaint and a grievance on the same matter.

19.4.2 Group Grievance

Subject to clause 19.5 and section 215 of the PSLRA, the Association may present to the Council a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

19.4.2.1 Consent Required

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

19.4.2.2 Group Grievance Limitations

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

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

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

19.4.3 Policy Grievance

Subject to clause 19.5 and section 220 of the PSLRA, the Association may present a policy grievance to the Council in respect of the interpretation or application of the collective agreement or an arbitral award

19.5 General Limitations

An individual, group or policy grievance cannot be presented

- (a) if another administrative procedure for redress is provided by or under any Act of Parliament to deal with the specific complaint, other than the Canadian Human Rights Act;
- (b) in respect of the right of equal pay for work of equal value;
- (c) in relation to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

19.6 Right to Grieve

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

19.7 Right to Presentation

- 19.7.1 An employee may be assisted and/or represented by the Association when presenting a grievance.
- 19.7.2 An employee is not entitled to present a grievance relating to the interpretation or application of a provision of this collective agreement or of an arbitral award unless the employee has the approval of and is represented by the Association.
- 19.7.3 An employee cannot be represented by an employee organization other than the Association in the presentation or reference to adjudication of a grievance.

19.8 Procedure

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

communicated to employees by means of notices posted by the Council in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies.

- 19.8.2 With respect to group and policy grievances, the Council shall designate representatives authorized to receive such grievances and to reply on the Council's behalf at each applicable level in the grievance procedure and shall notify the Association, in writing, of the name, title and address of such representatives.
- 19.8.3 The number of levels in the grievance procedure currently prescribed for the Institute/Branch/Program/Technology Centre in which the employee works shall apply to the employee. There shall be no more than a maximum of two (2) steps in the individual and group grievance procedure.
- 19.8.4 There shall be one (1) level only in the case of a policy grievance.
- 19.8.5 The Association shall have the right to consult with the person designated to reply on the Council's behalf at the appropriate level of the grievance procedure and the grievor shall have the right to be present at such consultations. Only at the final level will the Association be obliged to advise the Labour Relations Group of such request to consult.
- 19.8.6 All levels in the grievance procedure except the final level may be bypassed by the mutual consent of the Council, the employee and when applicable, the Association.

19.9 Time Limits

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

- 19.9.1 In the case of an individual or group grievance, the grieving party (the employee or the Association, as the case may be), may present a grievance to the first level of the grievance procedure in the manner prescribed in clause 19.10, not later than the thirty-fifth (35th) day after the date on which the grieving party was notified, either verbally or in writing, or first had knowledge of the action or circumstance giving rise to such grievance.
- 19.9.2 The Council shall normally reply to an individual or group grievance at any level of the grievance procedure, except the final level, not later than twenty (20) days after the grievance is received and within thirty-five (35) days where the grievance is presented at the final level.
- 19.9.3 An individual or group grievance may be presented for consideration at each succeeding level in the grievance procedure beyond the first level either
 - (a) when the decision or settlement is not satisfactory to the grieving party within fifteen (15) days after that decision or settlement has been conveyed in writing to the grieving party by the Council, but shall not be entitled to do so after the said fifteen (15) days have elapsed,

or

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

- 19.9.4 An individual grievance may be presented directly at the final level of the grievance process without it having been presented at a lower level if the individual grievance relates to classification, a demotion or a termination of employment.
- 19.9.5 Unless a grievance relates to classification, the thirty-five (35) day time period within which the Council is to reply at the final level may be extended to a maximum of fifty (50) days, by mutual agreement of the Council, the griever, and where appropriate, the Association.
- 19.9.6 The Council shall reply to a classification grievance not later than eighty (80) days after the grievance is received.
- 19.9.7 In the case of a policy grievance, the Association may present a grievance in the manner prescribed in clause 19.10, not later than the thirty-fifth (35th) day after the date on which the Association was notified, either verbally or in writing, or first had knowledge of the action or circumstance giving rise to such grievance.
- 19.9.8 The Council shall normally reply to a policy grievance not later than twenty (20) days after the grievance is received.
- 19.9.9 The time limits stipulated in this Article may be extended by mutual agreement between the Council, the griever, and where appropriate, the Association.

19.10 Receipt and transmission

- 19.10.1 A grieving party who wishes to present a grievance at any prescribed level in the grievance procedure shall submit the grievance to the representative of the Council authorized to deal with grievances at the first step of the grievance procedure. This representative shall provide the grieving party with a receipt indicating the date on which the grievance was received.
- 19.10.2 When it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Council on the day it is delivered to the appropriate office concerned. Similarly, the Council shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grieving party may present this grievance at the next higher level shall be calculated from the date on which the Council's reply was delivered to the address shown on the

grievance form. In relation to this clause, both the grieving party and the Council shall use registered mail.

- 19.10.3 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Council.

19.11 Withdrawal and Abandonment of Grievance

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

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

19.12 Decisions

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

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

19.13 Reference to Adjudication

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

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

or

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

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

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

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

ARTICLE 20 – JOB DESCRIPTION

- 20.1 Upon request to an authorized management representative, an employee shall be entitled to receive a copy of the most recent job description containing the duties and responsibilities of the employee's position including the point rating and classification level.
- 20.2 Where upon receipt of the most recent job description, the employee believes that it does not represent the current duties and responsibilities of the position, the employee is entitled to submit a new job description setting out the duties and responsibilities as the employee understands them to be and to request a review of such duties and responsibilities.
- 20.3 The employee shall be informed by the Council of the results of any such review, including any changes in the classification level and point rating of the employee's position that are agreed to by the Council.

ARTICLE 21 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 21.1 An employee shall be given an opportunity to sign any formal review of his performance and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his duties in his current position which are placed on his personal file, to indicate that its contents have been read. The employee's signature shall not indicate his concurrence with the statements.
- 21.2 A copy of the formal review and/or reports shall be provided to the employee.
- 21.3 An employee has the right to make written comments to be attached to the performance review and/or adverse reports.
- 21.4 The personnel file of an employee may be accessed by the employee at least once a year in the presence of a person approved by the Council, provided that the employee so requests it in writing.

ARTICLE 22 - NATIONAL JOINT COUNCIL AGREEMENTS

- 22.1 Subject to the National Joint Council By-Laws, agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this collective agreement, subject to the *Public Service Labour Relations Act (PSLRA)* and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act prescribed in Section 113(b) of the *PSLRA*.

- 22.2 NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the Public Service Labour Relations Board has made a ruling pursuant to (c) of the NJC Memorandum of Understanding which became effective December 6, 1978
- 22.3 The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the National Research Council Canada, form part of this Agreement:
- Bilingualism Bonus Directive
 - Commuting Assistance Directive
 - Occupational Health and Safety Directive
 - Relocation Directive
 - Travel Directive
 - First Aid to the General Public – Allowances for Employees
 - Public Service Health Care Plan
 - Uniforms Directive
- 22.4 During the term of this Agreement, other directives may be added to the above noted list.
- 22.5 Grievances in regard to the above directives shall be presented in accordance with clause 19.1 of the Grievance Procedure article of this Agreement.

ARTICLE 23 - RESIGNATION (A LETTER)

- 23.1 An employee who has resigned shall be entitled, on request, to receive on or about the last day of work, a letter from the Council, as represented by the Director General of the Human Resources Branch, in which the following information is provided: the name of the employee, the classification level of the employee, the salary of the employee on termination and the period of employment with the Council.

ARTICLES 24 to 29 - RESERVED

PART II

ARTICLE 30 - LEAVE GENERAL

- 30.1 For purposes of earned leave credits or other leave entitlements, a day shall be equal to seven decimal five (7.5) hours for employees to whom Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-supervisory) of the Pay Schedules apply or eight (8) hours for employees to whom Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply.
- 30.2 When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- 30.3 Notwithstanding the above, Article 35.2 Bereavement Leave, a day will mean a calendar day.
- 30.4 When an employee has been permitted to liquidate more vacation or sick leave with pay than the employee has earned and the employee's employment is terminated by death, the employee shall be considered to have earned such leave.
- 30.5 When an employee has been permitted to liquidate more vacation or sick leave with pay than the employee has earned, and the employee's employment is terminated by layoff, the employee shall be considered to have earned such leave if at the time of lay-off the employee has completed two (2) or more years of continuous service. Following notice of lay-off, an employee is entitled to liquidate earned leave only.
- 30.6 The amount of leave with pay credited to an employee by the Council at the time when this Agreement becomes effective, or at the time when the employee becomes subject to this Agreement, shall be retained as leave by the employee, except as provided for in those clauses providing for the liquidation of compensatory leave.
- 30.7 An employee is entitled at least once in each fiscal year to be informed, upon request, of the balance of his vacation, compensatory and sick leave.
- 30.8 An employee is not entitled to leave with pay during periods of leave without pay or when the employee is under suspension.
- 30.9 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.

ARTICLE 31 - VACATION LEAVE

31.1 Accumulation of Vacation Leave Credits

- 31.1.1 An employee to whom Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-supervisory) of the Pay Schedules apply shall earn in respect of each fiscal year, annual vacation leave with pay at the following rates for each calendar month in which the employee receives at least seventy-five (75) hours' pay:

- 31.1.1.1 nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
 - 31.1.1.2 twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
 - 31.1.1.3 thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
 - 31.1.1.4 fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
 - 31.1.1.5 fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
 - 31.1.1.6 sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
 - 31.1.1.7 eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- 31.1.2 An employee to whom Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply shall earn in respect of each fiscal year, annual vacation leave with pay at the following rates for each calendar month in which the employee receives at least eighty (80) hours' pay:
- 31.1.2.1 ten (10) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
 - 31.1.2.2 thirteen decimal three three three (13.333) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
 - 31.1.2.3 fourteen decimal six six six (14.666) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
 - 31.1.2.4 fifteen decimal three three three (15.333) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
 - 31.1.2.5 sixteen decimal six seven (16.67) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

- 31.1.2.6 eighteen (18) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- 31.1.2.7 twenty (20) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

31.2 Granting of Vacation Leave

- 31.2.1 Both parties agree that although vacation leave credits are earned as a matter of right, the scheduling and granting of such leave must be authorized in advance by the Council before such leave is taken. The scheduling and granting of vacation leave should be so arranged as to adequately meet the operational requirements of the Council.
- 31.2.2 Subject to 31.2.1, an employee may:
 - 31.2.2.1 during the first six (6) calendar months of employment be granted vacation leave up to the amount of earned credits;
 - **
 - 31.2.2.2 after the first six (6) calendar months of employment be granted vacation leave in excess of the earned credits but only to the extent of credits that would be accumulated by the end of the fiscal year concerned.
- 31.2.3 If an employee has used more vacation leave than he has earned and his services are terminated for a reason other than death, or lay-off with two (2) or more years of continuous service, the salary overpayment resulting from the use of unearned vacation leave shall be recovered from the employee by the Council.
- 31.2.4 The Council shall give an employee as much notice as practicable and reasonable of approval, disapproval or cancellation of a request for vacation leave.

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

- 31.3.1 is granted bereavement leave, or
- 31.3.2 is granted special leave with pay because of illness in the immediate family, or
- 31.3.3 is granted sick leave supported by a medical certificate,

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

31.4 Carry-Over Provisions

- 31.4.1 (See Appendix C)

31.5 Liquidation of Vacation Leave

31.5.1 Upon application by the employee and at the discretion of the Council, earned but unused Vacation leave credits in excess of one hundred twelve decimal five (112.5) hours, when Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-supervisory) of the Pay Schedules apply, or one hundred twenty (120) hours when Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply, may be paid at the employee's daily rate of pay as calculated from the employee's classification.

31.6 Recall/Cancellation of Vacation Leave

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

31.6.1.1 in proceeding to his place of duty, and

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

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

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

31.7 Leave when Employment Terminates

31.7.1 Except as provided in sub-clause 31.7.3, when the employment of an employee is terminated for any reason, the employee or the employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of employment.

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

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

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

31.8 Advance Payment

31.8.1 The Council agrees to issue advance payments of estimated net salary for the period of vacation requested, provided six (6) weeks' notice is received from the employee prior to the last pay day before proceeding on leave. Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure and shall consist of an estimated two (2), three (3), four (4) or five (5) weeks' net entitlement subsequent to the last regular pay issue.

31.8.2 Any overpayment in respect of such advance shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

31.9 Continuous / Discontinuous Service

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

31.9.2 Grandfathering Provision

Notwithstanding sub-clause 31.9.1 above, an employee who was a member of the bargaining unit on the date of signing of the collective agreement shall retain, for the purpose of "service" and of establishing his vacation entitlement, those periods of former service which had previously qualified for counting as continuous employment, until such time as his employment is terminated.

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31.9.3 Former Canadian Forces Service

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

31.10 Special Vacation Leave Entitlement

- (a) An employee, to whom Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-supervisory) of the Pay Schedules apply, shall be credited with a one-time entitlement of thirty seven decimal five (37.5) hours of special vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 31.9.
- (b) An employee, to whom Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply, shall be credited with a one-time entitlement of forty (40) hours of special vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 31.9.

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- (c) The vacation leave provided in clauses 31.10 (a) and (b) above shall be excluded from the application of paragraphs 31.4 and 31.5 dealing with the Carry-over and/or Liquidation of Vacation Leave.

ARTICLE 32 - DESIGNATED HOLIDAYS

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

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,

- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day, and
- (k) one additional day in each year that, in the opinion of the Council, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Council no such day is recognized as a provincial or civic holiday, the first Monday in August, and
- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

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

32.3 Holiday Falling on a Day of Rest

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

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

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

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

32.4 Remuneration for Work on a Designated Holiday

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

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

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

32.4.2 Upon request and with the approval of the Council an employee shall be granted a day of leave with pay at a later date in lieu of the designated

holiday and pay at time and one-half and double time as the case may be, for all hours worked, in accordance with the provisions of sub- clause 32.4.1.

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

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

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

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

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

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

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

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

or

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

32.5 Meal Allowance

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

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

- 32.5.3 The amounts specified in sub-clauses 32.5.1 and 32.5.2 shall not be paid where free meals are provided by the Council.
- 32.5.4 Reasonable time with pay, to be determined by the Council, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- 32.5.5 This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 33 - RELIGIOUS OBSERVANCE

- 33.1 The Council shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.
- 33.2 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.
- 33.3 Notwithstanding clause 33.2, at the request of the employee and at the discretion of the Council, time off with pay may be granted to the employee in order to fulfill his religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Council. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Council.
- 33.4 An employee who intends to request leave or time off under this Article must give notice to the Council as far in advance as possible but not later than four (4) weeks before the requested period of absence.

ARTICLE 34 - SICK LEAVE

34.1 Credits

- 34.1.1 An employee shall earn sick leave credits at the following rate,
 - 34.1.1.1 nine decimal three seven five (9.375) hours for each calendar month in which the employee has received pay for at least seventy-five (75) hours when Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-supervisory) of the Pay Schedules apply;
 - 34.1.1.2 ten (10) hours for each calendar month in which the employee has received pay for at least eighty (80) hours when Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply;and such leave credits shall be on a cumulative basis from year to year.
- 34.1.2 A shift worker shall earn additional sick leave credits at the rate of:

- 34.1.2.1 one decimal two five (1.25) hours for each calendar month during which he works shifts and he receives pay for at least seventy-five (75) hours when Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-supervisory) of the Pay Schedules apply;
- 34.1.2.2 one decimal three three three (1.333) hours for each calendar month during which he works shifts and he receives pay for at least eighty (80) hours when Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply;

Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred twelve decimal five (112.5) hours or one hundred twenty (120) hours of sick leave credits during the current fiscal year, depending upon the employee's weekly hours of work.

34.2 Granting of Sick Leave

- 34.2.1 An employee shall be granted sick leave with pay when the employee is unable to perform his duties because of illness or injury provided that
 - 34.2.1.1 the employee satisfies the Council of this condition in such a manner and at such time as may be determined by the Council, and
 - 34.2.1.2 the employee has the necessary sick leave credits.
- 34.2.2 Unless otherwise informed by the Council, a statement signed by the employee stating that because of his illness or injury the employee was unable to perform his duties shall, when delivered to the Council as soon as practicable, be considered as meeting the requirements of sub-clause 34.2.1.1.
- 34.2.3 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

34.3 Advance of Credits

- 34.3.1 When an employee has insufficient credits to cover granting of sick leave with pay under the provisions of clause 34.2, sick leave with pay may, at the discretion of the Council, be granted
 - 34.3.1.1 for a period of up to one hundred eighty-seven decimal five (187.5) hours when Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-supervisory) of the Pay Schedules apply, or two hundreds (200) hours when Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply, if the employee is awaiting a decision on an application for injury-on-duty leave, or
 - 34.3.1.2 for periods of up to one hundred twelve decimal five (112.5) hours when Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-

supervisory) of the Pay Schedules apply, or one hundred twenty (120) hours when Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply, if the employee has not submitted an application for injury-on-duty leave, provided that an employee's total sick leave deficit shall not exceed one hundred twelve decimal five (112.5) hours / one hundred twenty (120) hours,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned, or if an employee resigns any salary overpayment shall be recovered by the Council from the employee by other means.

34.3.2 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

34.3.3 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave with pay, in accordance with clause 34.2 and the employee's compensatory leave credits shall be restored to the extent of any concurrent sick leave with pay granted.

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

ARTICLE 35 - OTHER LEAVE WITH OR WITHOUT PAY

35.1 General

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

35.1.2 Any period of leave without pay of more than three (3) months granted under this article for reasons other than illness, shall be deducted from the calculation of continuous employment or service as applicable, for the purpose of calculating severance pay and vacation leave for the employee involved.

35.1.3 Time spent on such leave shall not be counted for pay increment purposes unless otherwise specified in this agreement.

35.2 Bereavement Leave

35.2.1 For the purpose of this clause, "immediate family" is defined as father, mother, (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law. Any other relative permanently residing in the employee's household or with whom the employee permanently resides shall also be considered "immediate family".

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

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

35.2.4 If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under sub-clause 35.2.2 or 35.2.3, the employee shall be granted bereavement leave with pay and the employee's sick leave, vacation leave or compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

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

35.3 Examination Leave

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

35.4 Court Leave

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

- 35.4.1.1 to be available for jury selection; or
- 35.4.1.2 to serve on a jury; or
- 35.4.1.3 by subpoena or summons to attend as a witness in any proceeding held
 - (a) in or under the authority of a court of justice or before a grand jury of Canada;
 - (b) before a court, judge, justice, magistrate or coroner of Canada;
 - (c) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position;
 - (d) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by Canadian law to compel the attendance of witnesses before it; or
 - (e) before an arbitrator or umpire or a person or body of persons authorized by Canadian law to make an inquiry and to compel the attendance of witnesses before it.

35.5 Injury-on-Duty Leave

- 35.5.1 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Council where it is determined by a provincial Workmen's Compensation Board that the employee is unable to perform his duties because of
 - 35.5.1.1 personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct,
 - 35.5.1.2 sickness resulting from the nature of his employment,
 - 35.5.1.3 over-exposure to radio-activity or other hazardous conditions in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received for loss of pay in settlement of any claim the employee may have in respect of such injury, sickness or exposure provided however that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium.
- 35.5.2 When the absence, as a result of injury-on-duty, is less than the applicable Provincial Workmen's Compensation Board waiting period, an employee may be granted injury-on-duty leave during the applicable waiting period providing the employee satisfies the Council that he was unable to perform his duties.

35.6 Personnel Selection Leave

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

35.7 Maternity Leave Without Pay

(A)

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

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

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

and

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

the period of maternity leave without pay defined in 35.7(A)(1) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee returned to work, to a maximum of eighteen (18) weeks.

(b) The extension described in 35.7(A)(1)(a) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(2) At its discretion, the Council may require an employee to submit a medical certificate certifying pregnancy.

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

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

(b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

- (B) An employee shall inform the Council in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (C) Leave granted under this clause shall be counted for the calculation of “continuous employment” or “service” as applicable for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

35.8 Maternity Allowance

- (A) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in 35.8(B), provided that she:
 - (1) has completed six (6) months of continuous employment before the commencement of maternity leave without pay,
 - (2) provides the Council with proof that she has applied for and is in receipt of maternity benefits pursuant to the *Employment Insurance (EI) Act* or the Québec Parental Insurance Plan (QPIP) in respect of insurable employment with the Council,

and
 - (3) has signed an agreement with the Council stating that:
 - (a) she will return to work on the expiry date of her maternity leave without pay, unless this date is modified with the Council's consent;
 - (b) following her return to work, as described in (a) above, she will work for a period equal to the period she was in receipt of maternity allowance;
 - (c) should she fail to return to work in accordance with (a) above with an Employer described in Schedules I, IV and V of the *Financial Administration Act*, for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in (b) above, or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Council for the full amount of the maternity allowance she has received;
 - (d) should she return to work but fail to work the total number of hours as specified in (b) above with an Employer described in Schedules I, IV and V of the *Financial Administration Act*, for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in (b) above, or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Council for an amount determined as follows:

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

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

- (4) For the purpose of 35.8 (A) (3) (b), (c)and (d), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in 35.8(A) (3) (b), without activating the recovery provisions described in 35.8(A) (3) (c) and (d).
- (B) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (1)
- (a) where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;

and

 - (b) for each week that the employee receives a maternity benefit pursuant to the *EI Act* or the QPIP, the difference between the gross weekly amount of the EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other moneys earned during this period.
- (2) At the employee's request, the payment referred to in 35.8(B)(1)(a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or Québec Parental Insurance maternity benefits.
- (3) The maternity allowance to which an employee is entitled is limited to that provided in 35.8(B)(1) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act* or the *Parental Insurance Act* in Québec.
- (4) The weekly rate of pay referred to in 35.8(B)(1) shall be:

- (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in 35.8(B)(4)(a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (5)
- (a) The weekly rate of pay referred to in 35.8 (B)(4) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
 - (b) Notwithstanding 35.8(B)(5)(a) and subject to 35.8(B)(4)(b), if, on the day immediately preceding the commencement of maternity leave without pay, an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (6) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (7) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

35.9 Special Maternity Allowance for Totally Disabled Employees

- (A) An employee who:
- (1) fails to satisfy the eligibility requirement specified in 35.8(A)(2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving EI or the Québec Parental Insurance maternity benefits;
- and
- (2) has satisfied all of the other eligibility criteria specified in 35.8(A), except 35.8(A)(2) and 35.8(A)(4);

shall be paid, in respect of each week of maternity allowance not received for the reason described in 35.9(A)(1), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, LTD Plan or via the *Government Employees Compensation Act*.

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

35.10 Maternity-Related Reassignment or Leave

- a. An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Council to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.
- b. An employee's request under sub-clause (a) above must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependant upon the particular circumstances of the request, the Council may obtain an independent medical opinion.
- c. An employee who has made a request under sub-clause (a) above is entitled to continue in her current job while the Council examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Council:
 - i. modifies her job functions or reassigns her,
 - or
 - ii. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- d. Where reasonably practicable, the Council shall modify the employee's job functions or reassign her.
- e. Where the Council concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Council shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- f. An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Council of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

35.11 Parental Leave Without Pay

- (A)
- (1) where an employee who becomes a parent through the birth of a child (including the new-born child of a common-law partner) or the adoption of a child according to the laws of the province, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.
 - (2) Notwithstanding (A)(1) above, at the request of an employee and at the discretion of the Council, the leave referred to in (A)(1) above may be taken in two (2) periods.
- (B) Notwithstanding (A):
- (1) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or
 - (2) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,
- the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred four (104) weeks after the day on which the child comes into the employee's care.
- (C) An employee who intends to request parental leave without pay shall notify the Council at least four (4) weeks in advance of the commencement of such leave.
- (D) The Council may:
- (1) defer the commencement of parental leave without pay at the request of the employee;
 - (2) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (3) require an employee to submit a birth certificate or proof of adoption of the child.
- (E) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-five (35) weeks, or thirty-seven (37) weeks where they are subject to a waiting period referred to in 35.12 (C)(1), for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Schedules I, IV and V of the Financial Administration Act.

- (F) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

35.12 Parental Allowance

- (A) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (C) to (I), providing he:
- (1) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (2) provides the Council with proof that he has applied for and is in receipt of parental, paternity or adoption benefits pursuant to the EI Act or the QPIP in respect of insurable employment with the Council,
- and
- (3) has signed an agreement with the Council stating that:
 - (a) the employee will return to work on the expiry date of his parental leave without pay, unless this date is modified with the Council's consent;
 - (b) following the employee's return to work, as described in (a) above, the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in 35.8 (A)(3)(b), if applicable;
 - (c) should he fail to return to work in accordance with section (a) above with an Employer described in Schedules I, IV and V of the Financial Administration Act, for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in (b) above, or having become disabled as defined in the Public Service Superannuation Act, he will be indebted to the Council for the full amount of the parental allowance he has received;
 - (d) should he return to work but fail to work the total number of hours as specified in (b) above with an Employer described in Schedules I, IV and V of the Financial Administration Act, for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in (b) above, or having become disabled as defined in the Public Service Superannuation Act, he will be indebted to the Council for an amount determined as follows:

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

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

- (B) For the purpose of 35.12(A)(3)(b), (c) and (d), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will extend the period referred to in 35.12(A)(3)(b), without activating the recovery provisions described in 35.12(A)(3)(c) and (d).
- (C) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (1) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (2) for each week in respect of which the employee receives parental, paternity or adoption benefits pursuant to the EI Act or the QPIP, the difference between the gross weekly amount of the parental, paternity or adoption benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay less any other monies earned during this period;
 - (3) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the QPIP and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (D) At the employee's request, the payment referred to in 35.12(C)(1) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or the QPIP parental benefits.
- (E) The parental allowance to which an employee is entitled is limited to that provided in (C) above and an employee will not be reimbursed for any amount that he is required to repay pursuant to the EI Act or the Parental Insurance Act in Québec.
- (F) The weekly rate of pay referred to in (C) above shall be:
 - (1) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

- (2) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in (1) above by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (G) The weekly rate of pay referred to in (F) above shall be the rate to which the employee is entitled for the substantive level to which he is appointed.
- (H) Notwithstanding (G) and subject to (F)(2), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (I) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (J) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (K) The maximum combined maternity and parental allowances payable, taken by a couple employed in the Public Service, shall not exceed fifty-two (52) weeks.

35.13 Special Parental Allowance for Totally Disabled Employees

- (A) An employee who:
 - (1) fails to satisfy the eligibility requirement specified in 35.12(A)(2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving EI or the QPIP benefits;
 - and
 - (2) has satisfied all of the other eligibility criteria specified in 35.12(A) except 35.12(A)(2) and 35.12(A)(3) shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in 35.13(A)(1), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.
- (B) An employee shall be paid an allowance under 35.13 and under 35.12 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits pursuant to the EI Act or the QPIP, had the employee not been disqualified from EI or the QPIP parental, paternity or adoption benefits for the reasons described in 35.13 (A)(1) above.

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

- 35.14.1 An employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children (including children of common-law partner in accordance with the following conditions:
- 35.14.1.1 an employee shall notify the Council in writing four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
 - 35.14.1.2 leave granted under this sub-clause shall be for a minimum period of six (6) weeks;
 - 35.14.1.3 the total leave granted under this sub-clause shall not exceed (5) years during an employee's total period of employment in the Public Service;
 - 35.14.1.4 leave granted under this clause for a period of more than three (3) months shall be deducted for the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the calculation of vacation leave;
 - 35.14.1.5 time spent on such leave shall not be counted for pay increment purposes.
- 35.14.2 At the discretion of the Council, an employee who has proceeded on leave without pay under this clause, may change his return to work date.

35.15 Leave Without Pay for Personal Needs

- 35.15.1 Leave without pay will be granted for personal needs, in the following manner:
- 35.15.1.1 Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
 - 35.15.1.2 Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
 - 35.15.1.3 An employee is entitled to leave without pay for personal needs only once under each of 35.15.1.1 and 35.15.1.2 of this clause during his total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, or parental leave without the consent of the Council.

35.15.1.4 Leave granted under this clause for a period of more than three (3) months shall be deducted for the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the calculation of vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

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

35.16.1 At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common law partner is temporarily relocated.

35.16.2 Except where the period of such leave is less than three (3) months, the period of leave without pay granted under this sub-clause shall be deducted from the calculation of "continuous employment" or "service" as applicable for the purpose of calculating severance pay and vacation leave. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

35.17 Leave with Pay for Family-Related Responsibilities

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

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

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

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

35.17.2.2 to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration.

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

35.17.3 The total leave with pay which may be granted under sub-clause 35.17.2.1, 35.17.2.2 and 35.17.2.3 shall not exceed thirty-seven decimal five (37.5) hours, when Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-supervisory) of the Pay Schedules apply, or forty (40) hours, when Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply, in a fiscal year.

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35.17.4 Seven decimal five (7.5) hours out of thirty-seven decimal five (37.5) hours stipulated in clause 35.17.3 above may be used:

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

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

35.17.4.3 to attend an appointment with a legal or paralegal representative for non-employment related matters, or with financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

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

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

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

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

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

35.18.2.3 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;

35.18.2.4 leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.

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

35.19 Deleted

35.20 Volunteer Leave

- 35.20.1 Subject to operational requirements as determined by the Council and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of seven decimal five (7.5) hours of leave with pay for employees working on a thirty-seven decimal five (37.5) hours workweek, or a single period of eight (8) hours of leave with pay, for employees working on a forty (40) hours workweek, to work as a volunteer for a charitable or community organization or activity, other than for activities related to the National Research Council Workplace Charitable Campaign.
- 35.20.2 The leave shall be scheduled at a time convenient both to the employee and the Council. Nevertheless, the Council shall make every reasonable effort to grant the leave as such time as the employee may request.

35.21 Personal Leave

- 35.21.1 Subject to operational requirements as determined by the Council and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of seven decimal five (7.5) hours of leave with pay, for employees working on a thirty-seven decimal five (37.5) hours workweek, or a single period of eight (8) hours of leave with pay, for employees working on a forty (40) hours workweek, for reasons of a personal nature.
- 35.21.2 The leave shall be scheduled at a time convenient both to the employee and the Council. Nevertheless, the Council shall make every reasonable effort to grant the leave as such time as the employee may request.

35.22 Medical Appointment for Pregnant Employees

- 35.22.1 Up to three decimal seven five (3.75) hours, for employees working on a thirty-seven decimal five (37.5) hours workweek, or up to four (4) hours, for employees working on a forty (40) hours workweek, of reasonable time off with pay for each appointment will be granted to pregnant employees for the purpose of attending routine medical appointments.
- 35.22.2 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

35.23 Other Leave with Pay

- 35.23.1 This sub-clause shall encompass, but is not limited to, the following:
- 35.23.1.1 at its discretion, the Council may grant leave with pay for purposes other than those specified in this Agreement, including military or

civil defence training, and emergencies affecting the community or place of work;

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

35.23.1.3 with reference to federal and provincial elections, excused duty for voting purposes shall be sufficient to allow an employee who is a qualified elector the number of consecutive hours to vote immediately prior to closing of the polls specified in the *Canada Elections Act* or the relevant provincial election act.

35.24 Leave With Pay or Without Pay for Other Reasons

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

35.25 Leave without Pay to Serve as Union President

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

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

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

35.25.4 The period of leave without pay shall be deducted from the calculation of continuous employment or service as applicable, for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall not count for pay increment purposes.

ARTICLE 36 - HOURS OF WORK

36.1 The Council shall schedule hours of work for all employees so as to meet operational requirements.

36.2 Regular Day Work

- 36.2.1 Except as provided in clause 36.3 an employee shall perform his normally scheduled duties and responsibilities on a daily basis between the hours of 07:00 and 18:00 hours local time, and on a weekly basis from Monday to Friday inclusive with Saturday and Sunday as days of rest, in accordance with the following:
- 36.2.1.1 employees to whom Schedule 3 (supervisory) and 3 (non-supervisory) of the pay schedules apply shall work five (5) eight (8) hour work days (a forty (40) hour work week), exclusive of the applicable mid-day meal break;
 - 36.2.1.2 employees to whom Schedules 2 (supervisory) and 1, 2, 4, 5 and 6 (non-supervisory) of the pay schedules apply shall work five (5) seven decimal five (7.5) hour work days (a thirty-seven decimal five (37.5) hour work week), exclusive of the applicable mid-day meal break.

36.3 Shift Work

- 36.3.1 Notwithstanding clause 36.2, where hours of work are scheduled for employees to whom Schedule 3 of the Supervisory or Non-Supervisory Pay Schedules apply, who work on a continuous operation, on a rotating shift schedule or on an irregular relief (maintenance) shift basis, they shall be scheduled so that employees:
- 36.3.1.1 work one hundred sixty (160) hours on the basis of twenty (20) days on duty and eight (8) days of rest over a given work cycle of twenty-eight (28) consecutive and contiguous calendar days, and
 - 36.3.1.2 are assigned to the continuous rotating shift schedule, and work a twelve (12) hour shift daily, or
 - 36.3.1.3 are assigned to the irregular relief (maintenance) shift schedule, work an eight (8) hour shift daily exclusive of the applicable mid-shift break.
 - 36.3.1.4 The parties recognize that, owing to operational requirements it will be necessary, from time to time for periods of varying duration to change the assignment of an employee from alternative 36.3.1.2 to alternative 36.3.1.3 and from 36.3.1.3 to 36.3.1.2.
- 36.3.2 Notwithstanding clause 36.2, an employee to whom Schedule 2 of the Supervisory or Non-Supervisory Pay Schedules applies, shall perform his normally scheduled duties and responsibilities on a daily basis between the hours of 06:00 and 24:00 hours local time, and on a weekly basis from Monday to Friday inclusive, with Saturday and Sunday as days of rest.

- 36.3.3 When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:
- (a) on the day it commenced where half (1/2) or more of the hours worked fall on that day;
 - (b) on the day it terminates where more than half (1/2) of the hours worked fall on that day.;
- 36.3.4 Accordingly, the first (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.
- 36.3.5 The Council shall make every reasonable effort to give an employee at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday and may be in separate calendar weeks.
- 36.3.6 The Council shall make every reasonable effort:
- (a) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift; and
 - (b) to avoid excessive fluctuations in hours of work.

36.4 Scheduling of shifts

- 36.4.1 Schedules of hours of work, which cover the normal work requirements, shall be posted by the Council at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Council shall, where practical, arrange schedules which will remain in effect for periods of not less than twenty-eight (28) calendar days.
- 36.4.2 When an employee who is assigned to work on a rotating shift basis is required to change his position on the schedule without five (5) calendar days notice in advance of the starting time of the change, he shall be paid for the first (1st) changed shift he works at the rate of time and one-half (1 ½). Subsequent shifts worked, as part of the change and the shifts worked upon return to the original schedule shall be paid for at straight-time rate.
- 36.4.3 Notwithstanding Clause 36.4.2, an employee covered by Schedule 3 who is assigned to work on an irregular relief (maintenance) shift basis, who is required by the Council to work a 12 hour shift without forty-eight (48) hours' notice in advance of the starting time of the change, shall be paid for the first (1st) changed shift he works at the rate of time and one-half (1 ½). Subsequent shifts worked, as part of the change and the shifts worked upon return to the original schedule shall be paid for at straight-time rate.

36.4.4 Formally Recorded Shift Exchange

36.4.4.1 Provided a minimum of five (5) days' advance notice is given and with the approval of the Council, employees may exchange shifts if there is no increase in cost to the Council. Under this sub-clause shift exchanges are officially recorded on the relevant work schedule. Employees who are party to a shift exchange must assume the responsibilities accordingly.

36.4.5 Shift Exchange on Short Notice

36.4.5.1 Provided that a minimum of eight (8) hours' advance notice is given and with the approval of the Council, employees may exchange shifts. The employee who initiates the shift exchange, will be held responsible, in the event that either of the parties to the exchange fail to report for duty on the shifts concerned. It is understood that a shift exchange initiated by one or more employees will not result in an increase in cost to the Council and the Council is not to be held responsible for the repayment of shifts.

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

36.6 The present arrangement whereby Council schedules normal hours of work so as to meet operational requirements shall continue for the duration of this Agreement. The Council agrees that before a schedule of work hours is changed, the change will be discussed with the Association.

36.7 An employee will register his attendance in a form determined by the Council.

36.8 Variable Hours of Work (VHW)

36.8.1 Notwithstanding the provisions of clause 36.2, upon request of an employee to whom Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-Supervisory) applies and subject to operational requirement as determined by the Council, an employee may complete the weekly hours of work in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week. Such request shall not be unreasonably denied. While VHW arrangements are employee-initiated, they are not entitlements, and require management approval. VHW arrangements must be operationally feasible and cost-effective, and are best implemented where they balance operational requirements and employee interest.

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

- 36.8.3 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours of work shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Council to schedule any hours of work permitted by the terms of this Agreement.
- 36.8.4 The scheduled hours of work of any day as set forth in a variable schedule specified in clause 36.8.6 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Council and the daily hours of work shall be consecutive.
- 36.8.5 Such schedules shall provide an average of thirty seven decimal five (37.5) hours of work per week over the life of the VHW schedule.
- 36.8.6 The maximum life of a VHW schedule shall be six (6) months.
- 36.8.7 Whenever the variable hours of work schedule changes or is terminated, all appropriate adjustments will be made.
- 36.8.8 Specified Application of this Agreement**

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

a. **Interpretation and Definitions**

“Daily rate of pay” – shall not apply

b. **Overtime**

Overtime shall be compensated for all work performed in excess of an employee’s scheduled hours of work on regular working days or on days of rest at time and three-quarters (1 ³/₄).

c. **Designated Holidays**

- i. A designated paid holiday shall account for seven decimal five (7.5) hours.
- ii. When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in sub-paragraph (i), at time and one-half (1 ¹/₂) up to his regular scheduled hours of work and at double (2) time for all hours worked in excess of his regular scheduled hours.

d. **Travelling**

Overtime compensation referred to in article 43, shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

e. **Acting Pay**

The qualifying period for acting pay as specified in Article 45 shall be converted to hours.

f. **Scheduled Hours of Work**

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

ARTICLE 37 - REST PERIODS

- 37.1 An employee shall be entitled to receive two (2) paid rest periods of fifteen (15) minutes each on or about the mid-point of the morning and afternoon of each normal working day or on or about the mid-point of the first and second half of each shift. Except for employees engaged on a rotating shift work basis on continuous operations, employees may absent themselves from their place of work during such rest periods.

ARTICLE 38 - CLEAN-UP TIME

- 38.1 An employee, whose regular duties are such that in the Council's opinion there is a clear-cut need for him to wash-up before the end of his regular work period, shall be allowed wash-up time totalling in all not less than ten (10) and not more than twenty (20) minutes each day.

ARTICLE 39 - SHIFT AND WEEKEND PREMIUMS

- 39.1 If half (1/2) or more of the hours worked during an employee's scheduled shift fall between 16:00 and 08:00, the employee shall be paid a shift premium of two dollars (\$2.00) per hour for all hours worked between 16:00 and 08:00. The shift premium will not be paid for hours worked between 08:00 and 16:00.
- 39.2 Employees shall receive a premium of two dollars (\$2.00) per hour for work on a Saturday and/or Sunday for regularly scheduled hours which are paid at the straight-time rate.

ARTICLE 40 - OVERTIME

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

- 40.2 Overtime compensation shall not be paid to an employee attending courses, training sessions, conferences and seminars unless such overtime compensation has been authorized by the Council in advance of the course, training session, conference or seminar.
- 40.3 Where overtime work is authorized in advance by the Council, an employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.
- 40.4 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- 40.5 An employee whose employment is terminated by reason of abandonment of his position is entitled to receive the payment for overtime earned but for which the employee has not received payment if he so requests it in writing within six (6) months following the date upon which his employment is terminated by a declaration by the Council.
- 40.6 An employee whose services with the Council terminate for any reason, except as provided in clause 40.5, shall be entitled to receive compensation for overtime earned but for which he has not received payment.
- 40.7 If an employee dies, overtime credits earned but not liquidated by compensatory leave or payment before death shall be paid to the employee's estate.

Assignment of Overtime Work

- 40.8 Subject to operational requirements, the Council shall make every reasonable effort:
- 40.8.1 to offer overtime on an equitable basis among readily available qualified employees,
- and
- 40.8.2 to give employees who are required to work overtime adequate advance notice of the requirement.
- 40.9 Except in cases of emergency, no employee shall be required to work for more than sixteen (16) consecutive and contiguous hours. An interval of not less than eight (8) hours must elapse before an employee is required to resume his duties after having worked for sixteen (16) consecutive and contiguous hours.
- 40.10 The Association is entitled to consult with the Council whenever it is alleged that employees are required to work unreasonable amounts of overtime.

Overtime Compensation on a workday

- 40.11 Except for employees to whom the provisions of clause 40.14 apply and subject to clause 40.3, an employee who is required by the Council to work overtime on a normally scheduled working day shall receive overtime compensation at time and one-half (1 ½)

for each hour of overtime worked by him in excess of his normal work day, and double (2) time for each hour of overtime worked in excess of twice the number of hours of his normal daily scheduled hours of work.

- 40.12 If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's work day whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to his work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight-time, whichever is the greater.
- 40.13 If an employee is given instructions, after the midpoint of the employee's work day or after the beginning of his meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight-time, whichever is the greater.

Overtime Compensation on a day of rest

40.14 Subject to clause 40.3

- 40.14.1 an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 ½) for each hour of overtime worked to a maximum of his normal daily scheduled hours of work, and double (2) time for each hour of overtime worked thereafter.
- 40.14.2 an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time, provided the days of rest are in an unbroken series of consecutive and contiguous calendar days of rest and without the requirement of having worked on the first day of rest.
- 40.14.3 notwithstanding sub clause 40.14.2, where at the request of an employee and with the consent of the Council, work to be performed on a first day of rest is rescheduled to be performed on a second or subsequent day of rest, overtime compensation will be paid in accordance with sub-clause 40.14.1.
- 40.15 When an employee is required by the Council to report for work and reports on a day of rest, the employee shall be paid the greater of:
- 40.15.1 compensation at the applicable overtime rate,
- or
- 40.15.2 compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours compensation, at the straight time rate, in an eight (8) hour period.

Monetary compensation or leave with pay

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

40.17 Notwithstanding clause 40.16, employees shall, upon request, be granted and permitted to accumulate both overtime and call-back compensation in equivalent leave with pay, to a maximum of fifty-two decimal five (52.5) hours, for employees working on a thirty-seven decimal five (37.5) hours workweek, or fifty-six (56) hours, for employees working on a forty (40) hours workweek at any one time. This maximum includes any combination of overtime and/or call-back compensatory leave credits.

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

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

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40.20 Compensatory leave credits earned in a fiscal year and outstanding on September 30 of the following fiscal year, will be liquidated by means of payment to the employee on the basis of one (1) hour's pay at straight-time rate for each hour of compensatory leave credit so liquidated at the rate of pay of the employee's substantive position.

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

Meal Allowance

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

40.23 An employee who works overtime continuously extending four (4) hours or more beyond the period provided in 40.22 above, 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.

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

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

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

Transportation Expenses

40.27 When an employee is required to report for work under conditions described in clauses 40.12 or 40.13 and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

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

or

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

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

ARTICLE 41 - CALL-BACK PAY

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

41.1.1 compensation at the applicable overtime rate,

or

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

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

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

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41.3 Call-back shall be compensated in equivalent leave with pay except where, upon the request of an employee and with the approval of the Council, it may be compensated monetarily.

41.4 Notwithstanding clause 41.3, employees shall, upon request, be granted and permitted to accumulate both call back and overtime compensation in equivalent leave with pay, to a maximum of fifty-two decimal five (52.5) hours, for employees working on a thirty-seven decimal five (37.5) hours workweek, or fifty-six (56) hours, for employees working on a forty (40) hours workweek, at any one time. This maximum includes any combination of overtime and/or call-back compensatory leave credits.

- 41.5 The Council shall grant compensatory leave at times convenient to both the employee and the Council.
- 41.6 Earned compensatory leave credits that are not used by the end of September of each calendar year shall be liquidated by means of compensation by cheque on the basis of (1) one hour's pay at straight-time rate for each hour of compensatory leave credits so liquidated, except that an employee, upon application, shall be permitted to carry over to the beginning of October of that calendar year an amount of compensatory leave credits of seven decimal five (7.5) hours or more to a maximum of thirty-seven decimal five (37.5) hours or forty (40) hours, depending upon the employee's weekly hours of work.
- 41.7 Compensatory leave credits shall be used prior to the use of any vacation leave credits that have accrued or will accrue to an employee during the fiscal year.
- 41.8 When an employee is recalled to work overtime under the conditions described in clause 41.1, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:
 - 41.8.1 an allowance at the kilometric rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile,
 - or
 - 41.8.2 out-of-pocket expenses for other means of commercial transportation.
- 41.9 Time spent by an employee reporting to work or returning to his residence shall not constitute time worked.

ARTICLE 42 - STANDBY

- 42.1 Where the Council requires an employee to be available on standby during off-duty hours, that employee shall be entitled to a standby payment of one-half (½) hours' pay for each four (4) hours or portion thereof of standby.
- 42.2 An employee designated for standby duty shall be available during his period of standby at a known telephone number and be available to return for duty as quickly as possible if called.
- 42.3 No standby payment shall be granted if an employee is unable to report for duty when required.
- 42.4 An employee on standby who is called in to work by the Council and who reports for work shall be paid, in addition to the standby pay, the greater of
 - 42.4.1 the applicable overtime rate or premium rate for work on a designated holiday for the time worked,

or

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

42.5 When an employee on standby reports for work under the conditions described in clause 42.4 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

42.5.1 an allowance at the kilometric rate normally paid to an employee when authorized by the Council to use his automobile when the employee travels by automobile,

or

42.5.2 out-of-pocket expense for other means of commercial transportation.

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

ARTICLE 43 - TRAVELLING

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

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

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

43.1.2.1 his regular pay for the day for a combined period of travel and work not exceeding the employee's normal hours of work (eight (8) or seven decimal five (7.5) hours as the case may be), and

43.1.2.2 at the applicable overtime rate for additional travel time in excess of an eight (8) or a seven decimal five (7.5) hour period of work, as the case may be, and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day.

43.1.3 On his day of rest or on a designated paid holiday on which the employee travels, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay, at the straight-time rate.

- 43.2 Clause 43.1 does not apply to an employee travelling by means of any type of transport in which the employee is required by the Council to perform work. In such circumstances, the employee shall receive the greater of:
- 43.2.1 on his normal working day, his regular pay for the day,
 - or
 - 43.2.2 pay for actual hours worked in accordance with the Designated Holidays, Hours of Work and Overtime articles of this Agreement.
- 43.3 Where an employee is required by an authorized officer of the Council to travel on his days of rest or on a designated holiday to attend a course, conference or seminar, the provisions of clause 43.1 shall apply.
- 43.4 Where an employee is permitted, but not required, by an authorized officer of the Council to attend a course, conference or seminar, the provisions of sub-clause 43.1 shall not apply, and no compensation shall be payable to the employee for time the employee travels outside his normal hours of work.

ARTICLE 44 – SEVERANCE PAY

****Effective 4 June 2014 articles 44.8 and 44.9 are deleted from the collective agreement.**

General

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- 44.1 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefits such as severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police.

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- 44.2 Under no circumstances shall the maximum severance pay provided under Article 44 be pyramided. For greater certainty, payments made pursuant to 44.15 to 44.18 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause. This payment shall also be included in Workforce Adjustment (WFA) calculations with respect to the maximum total lay-off benefits to which a surplus employee is entitled under the NRC WFA Policy.

**

- 44.3 The weekly rate of pay referred to in the clauses below shall be the weekly rate of pay to which the employee is entitled for the employee's substantive classification on the date of the termination of employment.

Lay-Off

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

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

**

44.6 Subject to clause 44.1, in the case of an employee who is laid off for the first time, the amount of severance pay shall be for the first (1st) complete year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) years or more and less than twenty (20) years of continuous employment, or four (4) week's pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each succeeding complete year of continuous service and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred sixty-five (365).

**

44.7 Subject to clause 44.1, in the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous service and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred sixty-five (365), less any period in respect of which the employee was granted severance pay under 44.6 above.

Resignation

**

44.8 Subject to clauses 44.1 and 44.9, an employee who has ten (10) or more years of continuous service is entitled to be paid on resignation from the Council severance pay equal to the amount obtained by multiplying half of the employee's weekly rate of pay on the effective date of resignation by the number of completed years of continuous employment to a maximum of twenty-six (26) weeks.

Retirement

44.9 Subject to clause 44.1, on termination of employment:

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

or

(b) a part-time employee, who regularly works twelve (12) or more hours per week, but less than thirty (30) hours a week, and who, if the employee were a contributor under

the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if the employee were a contributor under the *Public Service Superannuation Act*,

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

Death

- 44.10 Subject to clause 44.1, regardless of any other benefit payable, if an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of 30 weeks.

Release for incapacity or Incompetence

- 44.11 Subject to clause 44.1, an employee whose employment is terminated for incapacity shall on termination of employment be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- 44.12 Subject to clause 44.1, an employee who has completed more than ten (10) years of continuous employment and whose employment is terminated for reason of incompetence, shall be entitled to one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

Rejection on Probation

- 44.13 Subject to clause 44.1, on rejection on probation, when an employee appointed to the continuing staff of NRC has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be paid one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

**

Appointment to another Public Service Employer

- 44.14 An employee who resigns to accept an appointment with an organization listed in Schedule I, IV and V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 44.8 (prior to 4 June 2014) or 44.15 to 44.18 (commencing on 4 June 2014).

**

44.15 Severance Termination

- (a) Subject to 44.1 and 44.2 above, indeterminate employees on 4 June 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 44.1 and 44.2 above, term employees on 4 June 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

**

Terms of Payment

**

44.16 Options

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

- (a) as a single payment at the rate of pay of the employee's substantive position as of 4 June 2014, or
- (b) as a single payment at the time of the employee's termination of employment from the Council, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Council, or,
- (c) as a combination of (a) and (b), pursuant to 44.17(c).

**

44.17 Selection of Option

- (a) The Employer will advise the employee of his years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 44.16(c) must specify the number of complete weeks to be paid out pursuant to 44.16(a) and the remainder to be paid out pursuant to 44.16(b).
- (d) An employee who does not make a selection under 44.17(b) will be deemed to have chosen option 44.16(b).

**

44.18 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the OP bargaining unit from a position outside the OP bargaining unit where, at the date of appointment, provisions similar to those in 44.8 and 44.9 are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 44.1 and 44.2 above, on the date an indeterminate employee becomes subject to this Agreement after 4 June 2014, he shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to 44.1 and 44.2 above, on the date a term employee becomes subject to this Agreement after 4 June 2014, he shall be entitled to severance payment payable under 44.16(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 44.16, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

ARTICLE 45 - ACTING PAY

- 45.1 When an employee is required by the Council to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one full working day or one full shift, the employee shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

ARTICLE 46 - PAY ADMINISTRATION

46.1 Entitlement to Pay

- 46.1.1 Every employee is entitled to be paid for services rendered at one of the rates of pay specified in Schedules 1 to 3 (Supervisory) and 1 to 6 (Non-supervisory) for the classification level to which he has been appointed by the Council;
- 46.1.2 the rates of pay in Schedules 1 to 3 (Supervisory) and 1 to 6 (Non-supervisory) shall be implemented as indicated therein.

46.2 Rates of Pay on Initial Appointment

- 46.2.1 An employee's rate of pay on initial appointment shall not be less than the minimum nor more than the maximum rate of the range of rates applicable to the classification level in the group to which he is appointed by the Council.
- 46.2.2 An employee who was appointed above the minimum rate during a period where a pay increase becomes retroactive and who is notified in writing at the time of his letter of appointment that a negotiated retroactive pay increase would not apply to him shall, effective from the date of his appointment, have his rate of pay on appointment altered to the rate in the new scale of rates for his classification level which is nearest to but not less than the rate at which he was appointed. Changes in the employee's rate of pay which took place during the retroactive period will also be recalculated on the basis set forth in this paragraph.

46.3 Rate of Pay on Promotion

- 46.3.1 Employees to whom Schedule 1 (Supervisory) of the pay schedules apply shall, on promotion to a higher classification level in the sub-group, be paid at the rate of pay for the higher level.
- 46.3.2 This sub-clause does not apply to employees occupying Apprentice positions to whom Schedule 1 of the Non-supervisory pay scales apply.
- 46.3.2.1 When an employee to whom Schedules 2 to 3 (Supervisory) and 1 to 6 (Non-supervisory) of the pay schedules apply is appointed by the Council to a higher classification level, he shall be paid at the nearest rate in the new classification level which gives the employee a salary increase not less than the minimum increment of the higher classification level to which he is being appointed by the Council. If there is no such rate the employee shall be paid the maximum rate in the new scale.
- 46.3.3 Where an employee who is being paid Acting Pay is promoted to the position for which he is receiving Acting Pay, the employee shall be paid in that position at the rate at which the employee was being paid Acting Pay and the employee's first pay increment in that position shall become due on the date on which it would have become due as if the employee had been promoted to that position on the date on which he was most recently authorized to receive Acting Pay in that position.

46.4 Coincidences of Effective Date

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

- 46.4.1.2 the employee's rate of pay shall be revised in accordance with the general salary revision;
- 46.4.1.3 the employee's rate of pay on appointment shall be established in the new classification level in accordance with the provisions of sub-clauses 46.3.1 and 46.3.2.

46.5 Pay Increments

- 46.5.1 Except as provided in paragraphs 46.5.4 and 46.5.5 of this clause an employee holding an appointment at one of the classification levels listed in Schedules 2 to 3 (Supervisory) and 1 to 6 (Non-supervisory) of this Agreement shall be granted pay increments on completion of the applicable pay increment period until he reaches the maximum rate in the scale of rates for the classification level to which he is appointed.
- 46.5.2 For the purpose of computing periods of service for pay increments a "month" is a calendar month in which an employee receives pay for at least ten (10) days. Periods of leave without pay in excess of one (1) month in the case of semi-annual increments, and in excess of two (2) months in the case of annual increments will defer an authorized increment by the number of months of leave without pay except as otherwise provided in this agreement. An increment shall not be authorized for any employee during a period of leave of absence without pay except where leave without pay for educational or military purposes or election to a full time municipal office has been authorized by the Council.
- 46.5.3 Where an employee is appointed on promotion, demotion or from outside the Council to a position in the bargaining unit specified in Article 1 and the appointment is after the date of signing of this Agreement, the pay increment date shall be the first day of the month which is nearest to the anniversary date of the employee's appointment to his classification level. However, for employees in the classification levels in which semi-annual increments may be provided as shown in the Schedule of Pay to this Agreement, the first increment authorized by the Council shall become effective six (6) months from the first day of the month which is nearest to the appointment date of the employee to his classification level and at six (6) month intervals thereafter.
- 46.5.4 The Council may deny a pay increment to an employee if it is satisfied the employee is performing the duties of his position in an unsatisfactory manner. Where the Council intends to deny a pay increment the Council shall give the employee notice in writing of this decision at least two (2) weeks and not more than six (6) weeks prior to the date the pay increment would otherwise have been effective had it been authorized.
- 46.5.5 When an employee appointed to one of the classification levels listed in Schedules 2 to 3 (Supervisory) and 1 to 6 (Non-supervisory) of this Agreement is not granted a pay increment on the anniversary date on which a pay increment could normally have been authorized for him, a pay increment may be deferred by the Council to the first day of any month following the month from which the pay increment was deferred, and for

subsequent increments in his classification level the employee shall retain the increment date that was applicable to him immediately prior to the denial referred to in sub-clause 46.5.4.

46.6 Payment Following Death of Employee

- 46.6.1 When an employee dies the Council shall pay to the estate of that employee the amount of pay he would have received but for his death for the period from the date of his death to the end of the month in which his death occurred, provided that the employee has been continuously employed in the Public Service for one year.
- 46.6.2 Any previous overpayment of salary to the deceased employee or any debt owing by him to the Council may be recovered from this payment.
- 46.7 A new employee shall be issued his first pay through direct deposit as soon as practical.
- 46.8 If an employee signs and submits to the Council an affidavit stating that he has lost or inadvertently mutilated his pay cheque, the Council shall make arrangements with Public Works and Government Services Canada, to issue a duplicate cheque as soon as possible.
- 46.9 An employee shall receive payments by cheque for pay supplements such as call-back pay, designated holiday pay, and overtime pay, where practicable in the pay period following that in which the pay supplements are earned.
- 46.10 Overtime pay which has been paid to an employee during the period covered by the retroactive general salary revisions (All schedules in this Agreement), and will be recomputed and the difference between the amount paid on the old salary scales and the amount payable on the new salary scales will be paid to the employee.
- 46.11 If during the life of this Agreement the Council should establish and implement a new classification standard applicable to employees covered by this Agreement, the Council and the Association shall, before rates of pay are applied to new classification levels resulting from the application of the standard, negotiate new rates of pay if applicable and shall also negotiate rules affecting the pay of employees on their movement to the new classification levels.

ARTICLE 47 – TRADE CERTIFICATION FEES

- 47.1 The Council shall reimburse an employee for the payment of registration, licensing or certification fees to an organization, governing body or government agency when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.
- 47.2 Membership fees referred to in Article 7, Check-Off of this Agreement are specifically excluded as reimbursable fees under this Article.

ARTICLE 48 – DANGEROUS GOODS

- 48.1 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging and labeling of Dangerous Goods for shipping in accordance with the above Act, shall receive a monthly allowance of seventy-five dollars (\$75.00) for each month where the employee maintains such certification.

ARTICLE 49: TECHNOLOGICAL CHANGE

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

- 49.02 In this Article "Technological Change" means:

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

or

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

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

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

- 49.05 The written notice provided for in clause 49.04 will provide the following information:

(a) the nature and degree of change;

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

(c) the location or locations involved.

- 49.06 As soon as reasonably practicable after notice is given under clause 49.04, the Council shall consult meaningfully with the Association concerning the effects of the technological change referred to in clause 49.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) the approximate number, classification and location of employees likely to be affected by the change;
- (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

49.07 When, as a result of technological change, the Council determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Council will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

ARTICLE 50 - POWER TOOLS

50.1 The Council shall determine whether or not power tools are required by its employees in the execution of their duties at the Council and will maintain such power tools at the Council's expense.

ARTICLE 51 - VEHICLES AND EQUIPMENT

51.1 The Council shall bear the cost of "identification of Welder" cards required by high pressure welders in the performance of their assigned duties at the Council.

51.2 The Council and the employees shall take every reasonable precaution to ensure that all Council equipment and/or vehicles provided by the Council for an employee's duties are in satisfactory working order.

ARTICLE 52 - NO DISCRIMINATION

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

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

52.3 If by reason of paragraph 52.2 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

ARTICLE 53 - SEXUAL HARASSMENT

- 53.1 The Association and the Council recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.
- 53.2 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- 53.3 If by reason of paragraph 53.2 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 53.4 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

ARTICLE 54 – INTRODUCTION OF PRINTING EQUIPMENT

- 54.1 The Council agrees to give the Association forty-five (45) days' notice in writing of its intent to place in operation new printing equipment of a type not used by the Council at the date of signing of this Agreement, and to establish new classifications, if required for the positions required to operate the equipment in question. During such forty-five (45) day period, the Council will meet with the Association for the purpose of negotiating wage rates for the new classification.
- 54.2 In the event that agreement cannot be reached within sixty (60) days from the date on which notice is given, as specified in clause 54.1, the matter shall be submitted to an arbitrator agreed by the parties, who will render a final decision, binding on both parties.
- 54.3 The arbitrator's fees and his travelling expenses shall be shared equally by the Council and the Association.
- 54.4 The wage rates, whenever finally determined, shall be retroactive to the date of the beginning of operation of the new machine.

ARTICLE 55 – WORKFORCE ADJUSTMENT POLICY

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

56 to 59 - RESERVED

ARTICLE 60 - DURATION, RENEWAL AND AGREEMENT REOPENER

**

- 60.1 The duration of this Collective Agreement shall be from the date it is signed to 30 July 2015 inclusive and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.
- 60.2 This Agreement may be amended by mutual consent of the Council and the Association at any time during the life of the Agreement.

**NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (Restructuring)
4. Effective 31 July 2013 (2%)
5. Effective 31 July 2014 (1.5%)

CRAFTSMEN AND MAINTENANCE

MECHANICAL

From:	51,504	53,875	56,173	#
1	52,405	54,818	57,156	#
2	53,191	55,640	58,013	#
3	N/A	N/A	N/A	
4	54,255	56,753	59,173	#
5	55,069	57,604	60,061	#

HEATING, VENTILATION, AIR CONDITIONING AND REFRIGERATION

From:	53,256	55,395	57,528	#
1	54,188	56,364	58,535	#
2	55,001	57,209	59,413	#
3	N/A	N/A	N/A	
4	56,101	58,353	60,601	#
5	56,943	59,228	61,510	#

PLUMBER/STEAMFITTER

From:	53,084	55,296	57,601	#
1	54,013	56,264	58,609	#
2	54,823	57,108	59,488	#
3	55,097	57,394	59,785	#
4	56,199	58,542	60,981	#
5	57,042	59,420	61,896	#

BUILDING/STRUCTURAL

From:	46,406	48,384	50,406	#
1	47,218	49,231	51,288	#
2	47,926	49,969	52,057	#
3	49,220	51,318	53,463	#
4	50,204	52,344	54,532	#
5	50,957	53,129	55,350	#

ELECTRICAL/ELECTRONIC

From:	53,256	55,395	57,528	#
1	54,188	56,364	58,535	#
2	55,001	57,209	59,413	#
3	55,771	58,010	60,245	#
4	56,886	59,170	61,450	#
5	57,739	60,058	62,372	#

AUTOMOTIVE MECHANIC

From:	49,559	*
1	50,426	*
2	51,182	*
3	51,182	*
4	52,206	*
5	52,989	*

Annual increments may be approved up to this rate.

* Rates are not part of the scale of rates but are applicable only to particular positions on a present - incumbent - only basis.

SCHEDULE 1

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (Restructuring)
4. Effective 31 July 2013 (2%)
5. Effective 31 July 2014 (1.5%)

PLANT ASSISTANT 1

From:	35,225	36,542	37,928	39,488	#
1	35,841	37,181	38,592	40,179	#
2	36,379	37,739	39,171	40,782	#
3	37,761	39,173	40,659	42,332	#
4	38,516	39,956	41,472	43,179	#
5	39,094	40,555	42,094	43,827	#

PLANT ASSISTANT 2

From:	36,632	38,227	39,391	41,039	#
1	37,273	38,896	40,080	41,757	#
2	37,832	39,479	40,681	42,383	#
3	39,270	40,979	42,227	43,994	#
4	40,055	41,799	43,072	44,874	#
5	40,656	42,426	43,718	45,547	#

PLANT ASSISTANT 3

From:	40,528	42,079	43,359	#
1	41,237	42,815	44,118	#
2	41,856	43,457	44,780	#
3	42,944	44,587	45,944	#
4	43,803	45,479	46,863	#
5	44,460	46,161	47,566	#

Annual increments may be approved up to this rate.

SCHEDULE 1**NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (Restructuring)
4. Effective 31 July 2013 (2%)
5. Effective 31 July 2014 (1.5%)

CRAFTSMEN AND MAINTENANCE**MECHANICAL APPRENTICE**

From:	33,475	35,174	36,565	40,787	42,436
1	34,061	35,790	37,205	41,501	43,179
2	34,572	36,327	37,763	42,124	43,827
3	N/A	N/A	N/A	N/A	N/A
4	35,263	37,054	38,518	42,966	44,704
5	35,792	37,610	39,096	43,610	45,375

MECHANICAL APPRENTICE (cont'd)

From:	44,132	45,765	47,731	49,619	**
1	44,904	46,566	48,566	50,487	**
2	45,578	47,264	49,294	51,244	**
3	N/A	N/A	N/A	N/A	
4	46,490	48,209	50,280	52,269	**
5	47,187	48,932	51,034	53,053	**

ELECTRICAL/ELECTRONIC APPRENTICE

From:	34,619	36,368	37,836	39,236	40,720
1	35,225	37,004	38,498	39,923	41,433
2	35,753	37,559	39,075	40,522	42,054
3	37,469	39,362	40,951	42,467	44,073
4	38,218	40,149	41,770	43,316	44,954
5	38,791	40,751	42,397	43,966	45,628

ELECTRICAL/ELECTRONIC APPRENTICE (cont'd)

From:	42,416	44,034	45,803	47,880	**
1	43,158	44,805	46,605	48,718	**
2	43,805	45,477	47,304	49,449	**
3	45,908	47,660	49,575	51,823	**
4	46,826	48,613	50,567	52,859	**
5	47,528	49,342	51,326	53,652	**

** Semi-annual increments may be approved up to this rate.

SCHEDULE 2

NATIONAL RESEARCH COUNCIL CANADA NON-SUPERVISORY RATES OF PAY

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (2%)
4. Effective 31 July 2014 (1.5%)

PRINTING SERVICES

BINDERY OPERATOR

PR-BIN-1

From:	31,697	32,900	34,151	#
1:	32,252	33,476	34,749	#
2:	32,736	33,978	35,270	#
3:	33,391	34,658	35,975	#
4:	33,892	35,178	36,515	#

PR-BIN-2

From:	35,176	36,480	37,856	#
1:	35,792	37,118	38,518	#
2:	36,329	37,675	39,096	#
3:	37,056	38,429	39,878	#
4:	37,612	39,005	40,476	#

PR-BIN-3

From:	45,616	47,319	49,096	#
1:	46,414	48,147	49,955	#
2:	47,110	48,869	50,704	#
3:	48,052	49,846	51,718	#
4:	48,773	50,594	52,494	#

PR-BIN-4

From:	45,616	47,319	49,096	#
1:	46,414	48,147	49,955	#
2:	47,110	48,869	50,704	#
3:	48,052	49,846	51,718	#
4:	48,773	50,594	52,494	#

COMPOSITION

PR-COM-1

From:	35,176	36,480	37,856	#
1:	35,792	37,118	38,518	#
2:	36,329	37,675	39,096	#
3:	37,056	38,429	39,878	#
4:	37,612	39,005	40,476	#

PR-COM-2

From:	40,584	42,087	43,665	#
1:	41,294	42,824	44,429	#
2:	41,913	43,466	45,095	#
3:	42,751	44,335	45,997	#
4:	43,392	45,000	46,687	#

PR-COM-3

From:	45,243	46,971	48,721	#
1:	46,035	47,793	49,574	#
2:	46,726	48,510	50,318	#
3:	47,661	49,480	51,324	#
4:	48,376	50,222	52,094	#

PR-COM-4

From:	45,842	47,545	49,348	#
1:	46,644	48,377	50,212	#
2:	47,344	49,103	50,965	#
3:	48,291	50,085	51,984	#
4:	49,015	50,836	52,764	#

PR-COM-5

From:	48,597	50,399	52,302	#
1:	49,447	51,281	53,217	#
2:	50,189	52,050	54,015	#
3:	51,193	53,091	55,095	#
4:	51,961	53,887	55,921	#

SCHEDULE 2

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (Restructuring)
3. Effective 31 July 2013 (2%)
4. Effective 31 July 2014 (1.5%)

OFFSET PRODUCTION

PR OFO 3

From:	42,287	43,889	#
1:	43,027	44,657	#
2:	43,672	45,327	#
3:	N/A	N/A	
4:	44,545	46,234	#
5:	45,213	46,928	#

PR OFO 4

From:	42,588	44,192	#
1:	43,333	44,965	#
2:	43,983	45,639	#
3:	N/A	N/A	
4:	44,863	46,552	#
5:	45,536	47,250	#

PR OFO 5

From:	43,414	45,067	#
1:	44,174	45,856	#
2:	44,837	46,544	#
3:	N/A	N/A	
4:	45,734	47,475	#
5:	46,420	48,187	#

PR OFO 6

From:	44,367	46,019	#
1:	45,143	46,824	#
2:	45,820	47,526	#
3:	N/A	N/A	
4:	46,736	48,477	#
5:	47,437	49,204	#

PR OFO 7

From:	45,042	46,770	#
1:	45,830	47,588	#
2:	46,517	48,302	#
3:	N/A	N/A	
4:	47,447	49,268	#
5:	48,159	50,007	#

PR OFO 8

From:	50,275	52,152	#
1:	51,155	53,065	#
2:	51,922	53,861	#
3:	N/A	N/A	
4:	52,960	54,938	#
5:	53,754	55,762	#

PR OFO 9

From:	55,959	58,137	#
1:	56,938	59,154	#
2:	57,792	60,041	#
3:	N/A	N/A	
4:	58,948	61,242	#
5:	59,832	62,161	#

PR OFO 10

From:	58,361	60,539	#
1:	59,382	61,598	#
2:	60,273	62,522	#
3:	N/A	N/A	
4:	61,478	63,772	#
5:	62,400	64,729	#

PR OFO 11

From:	60,089	62,268	#
1:	61,141	63,358	#
2:	62,058	64,308	#
3:	N/A	N/A	
4:	63,299	65,594	#
5:	64,248	66,578	#

PR OFO 12

From:	62,593	63,820	#
1:	63,688	64,937	#
2:	64,643	65,911	#
3:	67,229	68,547	#
4:	68,574	69,918	#
5:	69,603	70,967	#

Annual increments may be approved up to this rate.

SCHEDULE 3

**NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (2%)
4. Effective 31 July 2014 (1.5%)

HEATING, POWER AND STATIONARY PLANT OPERATION GROUP

HP - 1

From:	41,101	42,026	42,921	#
1	41,820	42,761	43,672	#
2	42,447	43,402	44,327	#
3	43,296	44,270	45,214	#
4	43,945	44,934	45,892	#

HP - 2

From:	44,950	45,999	47,058	#
1	45,737	46,804	47,882	#
2	46,423	47,506	48,600	#
3	47,351	48,456	49,572	#
4	48,061	49,183	50,316	#

HP - 3

From:	48,937	50,123	51,362	#
1	49,793	51,000	52,261	#
2	50,540	51,765	53,045	#
3	51,551	52,800	54,106	#
4	52,324	53,592	54,918	#

HP - 4

From:	54,892	56,362	57,720	#
1	55,853	57,348	58,730	#
2	56,691	58,208	59,611	#
3	57,825	59,372	60,803	#
4	58,692	60,263	61,715	#

HP - 5

From:	59,139	60,622	62,107	#
1	60,174	61,683	63,194	#
2	61,077	62,608	64,142	#
3	62,299	63,860	65,425	#
4	63,233	64,818	66,406	#

Annual increments may be approved up to this rate.

SCHEDULE 4

**NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (Restructuring)
4. Effective 31 July 2013 (2%)
4. Effective 31 July 2010 (1.5%)

LABORATORY SERVICE ATTENDANT GROUP

LABORATORY SERVICE ATTENDANT 2

From:	30,513	31,387	32,261	33,134	#
1	31,047	31,936	32,826	33,714	#
2	31,513	32,415	33,318	34,220	#
3	32,710	33,647	34,584	35,520	#
4	33,364	34,320	35,276	36,230	#
5	33,864	34,835	35,805	36,773	#

LABORATORY SERVICE ATTENDANT 3

From:	34,489	35,494	36,506	37,513	#
1	35,093	36,115	37,145	38,169	#
2	35,619	36,657	37,702	38,742	#
3	36,973	38,050	39,135	40,214	#
4	37,712	38,811	39,918	41,018	#
5	38,278	39,393	40,517	41,633	#

LABORATORY SERVICE ATTENDANT 4

From:	37,692	38,810	39,919	41,039	#
1	38,352	39,489	40,618	41,757	#
2	38,927	40,081	41,227	42,383	#
3	40,406	41,604	42,794	43,994	#
4	41,214	42,436	43,650	44,874	#
5	41,832	43,073	44,305	45,547	#

LABORATORY SERVICE ATTENDANT 5

From:	38,964	40,178	41,392	42,604	#
1	39,646	40,881	42,116	43,350	#
2	40,241	41,494	42,748	44,000	#
3	41,690	42,988	44,287	45,584	#
4	42,524	43,848	45,173	46,496	#
5	43,162	44,506	45,851	47,193	#

Annual increments may be approved up to this rate.

SCHEDULE 5**NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (Restructuring)
4. Effective 31 July 2013 (2%)
4. Effective 31 July 2010 (1.5%)

RESEARCH ANIMAL CARE GROUP**RESEARCH ANIMAL CARE 1**

From:	33,048	33,914	34,778	35,648	#
1	33,626	34,507	35,387	36,272	#
2	34,130	35,025	35,918	36,816	#
3	N/A	N/A	N/A	N/A	
4	34,813	35,726	36,636	37,552	#
5	35,335	36,262	37,186	38,115	#

RESEARCH ANIMAL CARE 2

From:	36,986	37,985	38,982	39,978	#
1	37,633	38,650	39,664	40,678	#
2	38,197	39,230	40,259	41,288	#
3	40,183	41,270	42,352	43,435	#
4	40,987	42,095	43,199	44,304	#
5	41,602	42,726	43,847	44,969	#

RESEARCH ANIMAL CARE 3

From:	40,521	41,636	42,757	43,870	#
1	41,230	42,365	43,505	44,638	#
2	41,848	43,000	44,158	45,308	#
3	43,438	44,634	45,836	47,030	#
4	44,307	45,527	46,753	47,971	#
5	44,972	46,210	47,454	48,691	#

Annual increments may be approved up to this rate.

SCHEDULE 6

**NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (2%)
4. Effective 31 July 2014 (1.5%)

CONTROLLER

From:	53,557	54,577	55,860	57,955	#
1	54,494	55,532	56,838	58,969	#
2	55,311	56,365	57,691	59,854	#
3	56,417	57,492	58,845	61,051	#
4	57,263	58,354	59,728	61,967	#

Annual increments may be approved up to this rate.

**COLLECTIVE AGREEMENT COVERING
NRC NON-SUPERVISORY EMPLOYEES
OF THE OPERATIONAL CATEGORY
EXPIRING 30 JULY 2015**

NOTES TO PAY SCHEDULES 1 to 6

1. The annual rate of pay shall be used for computing the employee's pay.
2. To calculate the weekly rate of pay, divide the annual rate of pay by 52.176 and round to the nearest cent.
3. To calculate the daily rate of pay, divide the weekly rate of pay by five (5) and round to the nearest cent.
4. To calculate the hourly rate of pay, divide the weekly rate of pay by either thirty-seven decimal five (37.5) or forty (40) as the case may be in accordance with sub-clause 36.2, and round to the third decimal place.
5. Except as provided in sub-clause 46.2.2 employees to whom Pay Schedules 1 to 6 apply, shall be paid in the appropriate scale of rates set out in Schedules 1 to 6 at the rate shown immediately below their former rate and shall be deemed to have commenced receipt of the remuneration at the beginning of the period in respect of which it is paid.
6. An employee who was promoted, deployed, reclassified, transferred or was in an acting assignment during the retroactive period, will have his rate of pay recalculated on appointment using the revised rate of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate which is nearest to but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision:
7. Where the rates of pay set forth in Schedules 1 to 6 have an effective date prior to the date of signing of the Agreement the following shall apply:
 - (i) "retroactive period" for the purpose of (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or in the case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;

- (iv) for former employees or, in the case of death, for the former employees' representatives, the Council shall make payment in accordance with (iii) to such individuals at their last known address by registered mail. If the payment is undeliverable and returned to the Council it will be held for ninety (90) days after which time any obligation upon the Council to provide payment ceases;
- (v) no payment shall be made for one dollar or less.

AGREEMENT BETWEEN

THE NATIONAL RESEARCH COUNCIL OF CANADA

AND

THE RESEARCH COUNCIL EMPLOYEE'S ASSOCIATION

GROUP: OPERATIONAL CATEGORY (OP)
(Supervisory employees)

EXPIRY: 30 JULY 2015

NOTA BENE:

The provisions of the Collective Agreement covering the employees of the Operational Category (Supervisory) are identical to the provisions contained in the Operational Category (Non-supervisory) Collective Agreement except for the following:

ARTICLE 1

Recognition

- 1.1 The Council recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the former Public Service Staff Relations Board on the nineteenth day of July, 1967, covering supervisory employees of the Operational Category.

ARTICLE 4

Interpretations and Definitions

- 41.3 "bargaining unit" means the supervisory employees of the Council in the Operational Category who are eligible to be bargained for collectively within the meaning of the *Public Service Labour Relations Act*.

SCHEDULE 2**NATIONAL RESEARCH COUNCIL CANADA
SUPERVISORY RATES OF PAY**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (2%)
4. Effective 31 July 2014 (1.5%)

PRINTING SERVICES**PR(S)-1**

From:	55,140	57,486	59,926	#
1.	56,105	58,492	60,975	#
2.	56,947	59,369	61,890	#
3.	58,086	60,556	63,128	#
4.	58,957	61,464	64,075	#

PR(S)-2

From:	62,110	64,750	67,501	#
1.	63,197	65,883	68,682	#
2.	64,145	66,871	69,712	#
3.	65,428	68,208	71,106	#
4.	66,409	69,231	72,173	#

PR(S)-3

From:	69,761	72,721	75,816	#
1.	70,982	73,994	77,143	#
2.	72,047	75,104	78,300	#
3.	73,488	76,606	79,866	#
4.	74,590	77,755	81,064	#

PR(S)-4

From:	78,135	81,456	84,918	#
1.	79,502	82,881	86,404	#
2.	80,695	84,124	87,700	#
3.	82,309	85,806	89,454	#
4.	83,544	87,093	90,796	#

PR(S)-5

From:	87,559	91,279	95,160	#
1.	89,091	92,876	96,825	#
2.	90,427	94,269	98,277	#
3.	92,236	96,154	100,243	#
4.	93,620	97,596	101,747	#

Annual increments may be approved up to this rate.

SCHEDULE 3**NATIONAL RESEARCH COUNCIL CANADA****SUPERVISORY RATES OF PAY**

The annual rates of pay shown below shall be effective on the date indicated.

1. Effective 31 July 2011 (1.75%)
2. Effective 31 July 2012 (1.5%)
3. Effective 31 July 2013 (2%)
4. Effective 31 July 2014 (1.5%)

HEATING, POWER AND STATIONARY PLANT OPERATION GROUP**HP - 5**

From:	59,139	60,622	62,107	#
1	60,174	61,683	63,194	#
2	61,077	62,608	64,142	#
3	62,299	63,860	65,425	#
4	63,233	64,818	66,406	#

HP - 6

From:	59,404	61,026	62,549	64,144	65,794	#
1	60,444	62,094	63,644	65,267	66,945	#
2	61,351	63,025	64,599	66,246	67,949	#
3	62,578	64,286	65,891	67,571	69,308	#
4	63,517	65,250	66,879	68,585	70,348	#

HP - 7

From:	64,459	66,179	67,977	69,721	71,625	#
1	65,587	67,337	69,167	70,941	72,878	#
2	66,571	68,347	70,205	72,005	73,971	#
3	67,902	69,714	71,609	73,445	75,450	#
4	68,921	70,760	72,683	74,547	76,582	#

HP - 8

From:	69,196	71,067	73,007	74,901	76,885	#
1	70,407	72,311	74,285	76,212	78,230	#
2	71,463	73,396	75,399	77,355	79,403	#
3	72,892	74,864	76,907	78,902	80,991	#
4	73,985	75,987	78,061	80,086	82,206	#

Annual increments may be approved up to this rate.

**COLLECTIVE AGREEMENT COVERING
NRC SUPERVISORY EMPLOYEES
OF THE OPERATIONAL CATEGORY
EXPIRING 30 JULY 2015**

NOTES TO PAY SCHEDULES 2 to 3

1. The annual rate of pay shall be used for computing the employee's pay.
2. To calculate the weekly rate of pay, divide the annual rate of pay by 52.176 and round to the nearest cent.
3. To calculate the daily rate of pay, divide the weekly rate of pay by five (5) and round to the nearest cent.
4. To calculate the hourly rate of pay, divide the weekly rate of pay by either thirty-seven decimal five (37.5) or forty (40) as the case may be in accordance with sub-clause 36.2, and round to the third decimal place.
5. Except as provided in sub-clause 46.2.2 employees to whom Pay Schedules 2 and 3 apply, shall be paid in the appropriate scale of rates set out in Schedules 2 and 3 at the rate shown immediately below their former rate and shall be deemed to have commenced receipt of the remuneration at the beginning of the period in respect of which it is paid.
6. An employee, who was promoted, deployed, reclassified, transferred or was in an acting assignment during the retroactive period, will have his rate of pay recalculated on appointment using the revised rate of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate which is nearest to but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision.
7. Where the rates of pay set forth in Schedules 2 to 3 have an effective date prior to the date of signing of the Agreement the following shall apply:
 - (i) "retroactive period" for the purpose of (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or in the case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;

- (iv) for former employees or, in the case of death, for the former employees' representatives, the Council shall make payment in accordance with (iii) to such individuals at their last known address by registered mail. If the payment is undeliverable and returned to the Council it will be held for ninety (90) days after which time any obligation upon the Council to provide payment ceases;
- (v) no payment shall be made for one dollar or less.

MEMORANDUM OF AGREEMENT

**Re: Collective Agreement covering
Non-supervisory and Supervisory employees in the
Operational Category
between
National Research Council Canada
and
Research Council Employees' Association**

Re: Travel Between Work Sites

This Memorandum of Agreement covers employees to whom Schedule 1 of the pay schedules applies.

Employees may be assigned to work at any work site in their headquarters area; no additional cost will be incurred by the Council when an employee reports for duty from his place of residence to any such work site. When an employee is called upon to work at more than one work site during the working day, transportation or an allowance shall be provided at the kilometric rate normally paid to an employee when authorized by the Council to drive a privately owned vehicle on government business travel.

DURATION

This Memorandum of Agreement expires on 30 July 2015.

MEMORANDUM OF INTERPRETATION

Twelve (12) Hour Shift Schedule

This is to confirm the understanding reached between the National Research Council and the Research Council Employees Association with respect to the operation of a twelve (12) hour shift schedule for employees in the Heating, Power and Stationary Plant Operation Group of the Operational Category.

Notwithstanding the general provisions of the Operational Category (Supervisory and Non-supervisory employees) collective agreement, the following specific provisions shall apply to employees normally scheduled to work a twelve hour shift. This memorandum does not apply to employees normally scheduled on an irregular relief (maintenance) shift basis.

Article 4 - Interpretations and Definitions

4.1.9 "day" means the twenty-four hour (24) period commencing at the end of an employees' regularly scheduled shift.

Article 31 – Vacation Leave

Employees shall earn vacation leave credits at the rate prescribed for their years of continuous employment, as set forth in Article 31 of the Operational Category Collective Agreement for each calendar month for which the employee received at least eighty (80) hours pay. Employees accrued days of vacation leave with pay shall be converted to an hourly credit by multiplying the number of days by eight (8) hours.

Should an employee leave the Heating, Power and Stationary Plant Operation Group or the Twelve (12) Hour Shift Schedule, the employee's vacation credits will be converted to days by dividing the number of hours by eight (8).

Article 32 - Designated Paid Holidays

32.4 Employees whose normal hours of work are scheduled pursuant to this memorandum, shall receive eight (8) hours pay at time and one-half for each designated paid holiday occurring in their schedule. This payment will be issued where practicable, in the pay period following that in which the holiday falls.

Article 34 - Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 34 for each calendar month for which the employee receives eighty (80) hours pay.

Employees shall have their accrued days of sick leave converted to an hourly credit by multiplying the number of days by eight (8) hours.

Should an employee leave the Heating, Power and Stationary Plant Operation Group or the Twelve (12) Hour Shift Schedule, the employee's credits will be converted to days by dividing the number of hours by eight (8).

34.3 Advance of Credits

When an employee has insufficient credits to cover granting of sick leave with pay under the provisions of article 34, sick leave with pay may, at the discretion of the Council, be granted

- (a) for a period of up to two hundred (200) hours, if the employee is awaiting a decision on an application for injury-on-duty, leave or
- (b) for a period of up to one hundred twenty (120) hours if the employee has not submitted an application for injury-on-duty leave, provided that an employee's total sick leave deficit shall not exceed one hundred twenty (120) hours,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned, or if an employee resigns any salary overpayment shall be recovered by the Council from the employee by other means.

Article 35 - Other Leave with or Without Pay

35.16 Leave With Pay for Family-Related Responsibilities

Employees shall have their entitlements under sub-clause 35.16 converted to hourly credits by multiplying the number of days by eight (8) hours.

Article 36 - Hours of Work

Hours of work shall be scheduled so that employees work;

- a) twelve (12) hours per day,
- b) an average of forty (40) hours per week over the life of a schedule.

Article- 39 - Shift and Weekend Premiums

Employees will be paid a shift premium of two dollars (\$2.00) per hour for each hour worked between 16:00 and 8:00.

Article 40 - Overtime

Except as provided below, when an employee is required to work continuously in excess of twelve (12) consecutive hours in any twenty-four (24) hour period, the employee shall be compensated at the rate of time and one half for the first eight (8) hours and double time for all hours in excess of twenty (20) hours.

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

- (a) on his first day of rest - at the rate of time and one-half for each hour of overtime worked to a maximum of twelve (12) hours of work, and double time for each hour of overtime worked by him thereafter,

- (b) an employee subject to (a) above is entitled to overtime compensation at double (2) time on alternate days of rest on which the employee works, beginning with the second day of rest on which the employee works in any unbroken period of consecutive days of rest.

DURATION

This Memorandum of Agreement expires on 30 July 2015.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL RESEARCH COUNCIL CANADA
AND
THE RESEARCH COUNCIL EMPLOYEES' ASSOCIATION
IN RESPECT OF THE
OPERATIONAL CATEGORY (OP) GROUP**

RE: VACATION LEAVE

Preamble

In an effort to reduce accumulated vacation leave credits, the parties agree that the following clauses will be implemented on a trial basis.

Application

**

1. Commencing on (date of signing) and ending 30 July 2015, the following clauses will be part of this collective agreement:

31.4 Carry-Over Provisions

- 31.4.1 When in any fiscal year an employee, to whom Schedules 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-supervisory) of the Pay Schedules apply, has not been granted all of the vacation leave credited to him, the unused portion of his vacation leave shall be carried over into the following fiscal year to a maximum of two hundred sixty-two decimal five (262.5) hours leave. The 262.5 hours limit may only be exceeded where the Council cancels a previously scheduled period of vacation leave and the employee reschedules the excess for use at a later date or where the employee was unable to schedule or take vacation leave due to operational requirement. Earned and unused vacation leave credits in excess of the 262.5 hours shall be compensated monetarily at the end of the fiscal year at the employee's daily rate of pay as calculated from the employee's substantive position unless the employee has been in an acting position for more than six months on March 31.
- 31.4.2 Notwithstanding paragraph 31.4.1, if on April 7th, 2010 or on the date an employee becomes subject to this Agreement after April 7th, 2010, an employee has more than two hundred sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy five (75) hours per year shall be granted or paid in cash by March 31st of each year, commencing on March 31, 2011 until all vacation leave credits in excess of two hundred sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the employee's substantive position on March 31 of each year.
- 31.4.3 When in any fiscal year an employee, to whom Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply, has not been granted all of the

vacation leave credited to him, the unused portion of his vacation leave shall be carried over into the following fiscal year to a maximum of two hundred eighty (280) hours leave. The 280 hours limit may only be exceeded where the Council cancels a previously scheduled period of vacation leave and the employee reschedules the excess for use at a later date or where the employee was unable to schedule or take vacation leave due to operational requirement. Earned and unused vacation leave credits in excess of the 280 hours shall be compensated monetarily at the end of the fiscal year at the employee's daily rate of pay as calculated from the employee's substantive position unless the employee has been in an acting position for more than six months on March 31.

31.4.4 Notwithstanding paragraph 31.4.3, if on April 7th, 2010 or on the date an employee becomes subject to this Agreement after April 7th, 2010, an employee has more than two hundred eighty (280) hours of unused vacation leave credits, a minimum of eighty (80) hours per year shall be granted or paid in cash by March 31st of each year, commencing on March 31, 2011 until all vacation leave credits in excess of two hundred eighty (280) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the employee's substantive position on March 31 of each year.

31.4.5 On a date agreed to by the parties following the expiry of this Memorandum of Agreement, the Council shall provide the Association with a detailed summary of annual leave usage, carry-over and drawdown statistics for the OP Group.

2. This Memorandum of Understanding expires on 30 July 2015.

SALARY PROTECTION UPON RECLASSIFICATION AND CONVERSION

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

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

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