

AD GROUP
BARGAINING PROPOSALS
March 2012

Submitted by the Research Council Employees' Association

WITHOUT PREJUDICE

On behalf of Employees in the Administrative Support Group (AD) of the National Research Council.

NOTE: Changes are highlighted in **bold type**. Where deletions are proposed they are identified by the ~~strike-out~~ of existing text. In addition, it is proposed that Clauses which are not identified in this package be renewed except for any editorial changes which may be required. New articles are listed at the end of this document.

These proposals are submitted without prejudice. The RCEA reserves the right to submit further proposals and counter-proposals as it deems necessary.

ARTICLE 4 - INTERPRETATION AND DEFINITIONS

4.1 For the....

4.1.31 (New) Leave arrangement – means the 12 month block of time an employee is participating in a leave with income averaging arrangement.

4.1.32 (new) Cumulative Working Period - The period of time counted to determine whether a term employee meets the requirement for continuing appointment.

ARTICLE 7 - INFORMATION

7.3 Upon request of the Association, the Council shall provide the home address of a member of the bargaining unit.

ARTICLE 8 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

8.1 DELETE AND REPLACE WITH THE FOLLOWING:

Reasonable space on bulletin boards in convenient locations, including electronic bulletin boards where available, shall be made available to the Association for the posting of official notices. The Association shall endeavour to avoid requests for posting of notices which the Council, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Council, except notices related to the business affairs of the Association and social and recreational events. Such approval shall not be unreasonably withheld.

ARTICLE 16 - STANDARDS OF DISCIPLINE

16.2 When an employee is required to attend a meeting, the purpose of which is to investigate a disciplinary matter concerning the employee or to render a disciplinary decision concerning the employee, the employee is entitled to have, upon request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting and shall be informed of the reason for it. **It is understood that the foregoing includes fact finding meetings that may result in disciplinary action.**

ARTICLE 17- GRIEVANCE PROCEDURE**17.1.4. (new) Staffing Grievances**

A dispute arising from a staffing action may be submitted as a grievance and resolved through the Individual grievance process as outlined in this Article, up to and including adjudication. The jurisdiction of the adjudicator shall include, but shall not be limited to, the authority to appoint and/or rescind an appointment.

ARTICLE 22 - TIME-OFF FOR ASSOCIATION BUSINESS

22.5 Meetings Between the Association and the Council

22.5.1 Delete

Replace with:

Where operational requirements permit, the Council will grant leave with pay to an employee, or a reasonable number of employees, to participate in:

- a) Local or national union-management consultation**
- b) contract negotiations meetings on behalf of the RCEA**
- c) preparatory contract negotiations meetings,**

Such leave shall not be unreasonably denied.

22.6 Stewards Training Courses

22.6.1 Where operational requirements permit, **and/or in conjunction with the Annual General Meeting of the Association**, the Council ~~may grant leave without pay~~ **shall grant leave with pay** to a steward **or representative** to undertake training related to the duties of a steward/~~representative~~. **Such leave shall not be unreasonably denied.**

ARTICLE 30 - LEAVE GENERAL

30.10 (NEW) Employees may transfer, for compassionate reasons, their own vacation, compensatory, and/or sick leave credits to another employee. Such transferred leave credits may only be taken as leave and may not be taken as cash. The Council shall not consider a transfer under this clause until all other applicable sources of leave contained within this collective agreement have been exhausted.

ARTICLE 31 - VACATION LEAVE

31.1.1.1 Delete and replace with: twelve decimal five (12.5) hours until the month in which the employee's tenth (10th) anniversary of service occurs;

31.1.1.2 Delete and replace with: fifteen decimal six two five (15.625) hours commencing with the month in which the employee's tenth (10th) anniversary of service occurs;

31.1.1.3 Delete

31.1.1.4 Delete

31.1.1.5 Delete

31.1.1.6 Sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's ~~twenty-seventh (27th)~~ **twenty-third (23rd) anniversary of service occurs**

31.1.1.7 Renew

31.1.2 (New) Long Service Vacation Premium

Employees fifty-five (55) years old and over with a minimum of twenty-five (25) years of service shall receive thirty-seven decimal five (37.5) extra hours of paid leave per year for up to five years, to a maximum of one hundred and eighty-seven decimal five (187.5) extra hours paid leave.

31.4 Carry-Over Provisions

31.4.1 Renew

~~31.4.2~~ (See Appendix A)

~~31.4.3~~ (See Appendix A)

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, **service as a regular member of the Canadian Forces, and periods of Class A, B or C reserve service in the Canadian Forces in excess of 180 days**, whether continuous or discontinuous, shall count toward vacation leave earnings except where a person who, on leaving the Public Service **or the Canadian Forces**, 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.

31.9.3 Service referred to in 31.9.1 above shall be deemed to include all breaks in employment between periods of student or term employment within the Public Service that are not separated by a period of more than one calendar year without employment.

31.10.1 Delete and replace with

31.10.1 The vacation leave provided in clause 31.10 shall be excluded from the application of clauses 31.4 and 31.5 dealing with the Carry-Over and/or Liquidation of Vacation Leave.

ARTICLE 32 - DESIGNATED HOLIDAYS

32.1

at least 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 employee 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. **In those provinces with two provincial holidays, the employee shall be entitled to both days.**

32.5.1 An employee who is required to work eleven (11) or more consecutive hours on a designated holiday and does so shall be reimbursed for one (1) meal ~~in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided.~~ **The amount will be in accordance with the lunch rate established by for the Travel Directive of the National Joint Council, except where free meals are provided. Where free meals are provided, the Council shall ensure that an employee's dietary needs are reasonably accommodated.**

32.5.2 For every additional four (4) hour period of continuous work on the designated paid holiday, in addition to the meal allowance provided for in sub-clause 32.5.1, the employee shall be reimbursed for an additional meal ~~in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided.~~ **. The amount will be in accordance with the lunch rate established by for the Travel Directive of the National Joint Council, except where free meals are provided. Where free meals are provided, the Council shall ensure that an employee's dietary needs are reasonably accommodated.**

ARTICLE 33 SICK LEAVE

33.3.4 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.**

33.3.5 **If an employee is required to provide a medical certificate or doctor's note, and does so, the cost (if any) of such a certificate or note shall be reimbursed by the Council.**

33.3 Advance of Credits

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

ARTICLE 35 - OTHER LEAVE WITH OR WITHOUT PAY

35.1 General

- 35.6.1 **With the exception of clauses 35.18 and 35.19**, in respect of any other 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

35.2 Bereavement Leave

- 35.6.1 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), grandchild, grandparent, stepchild, or ward of the employee, father-in-law, mother-in-law, **son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle or cousin**. Any other relative permanently residing in the employee’s household or with whom the employee permanently resides shall also be considered “immediate family”.
- 35.2.2 **Change “ five (5) consecutive calendar days” to “five (5) consecutive working days”**
- 35.2.3 **Delete**

35.17 Leave With Pay for Family-Related Responsibilities

- 35.17.3.4 (new) **to provide for the immediate and temporary care of a child where, due to unforeseen circumstances, usual childcare or school arrangements are unavailable.**
- 35.17.3.5 **to attend required appointments related to the process of adoption.**

- 35.17.3.6** to attend medical appointments related to ongoing fertility treatments.
- 35.17.4.1 (new)** an employee shall receive a bank of seventy-five (75) hours in each fiscal year which may be granted under the provisions of 35.17.3.1, 35.17.3.2, 35.17.3.3., 35.17.3.4, 35.17.3.5, and 35.17.3.6.
- 35.17.4.2 (new)** Unused days of leave for family related responsibilities , as of March 31 of each year, shall be carried over to the next fiscal year.

35.18 Volunteer Leave

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

35.19 Personal Leave

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

35.21 Medical Appointment for Pregnant Employees

- 35.21.1 Up to three decimal seven five (3.75) hours of reasonable time off with pay for each appointment ~~will~~ **shall** be granted to ~~pregnant~~ employees for the purpose of attending **routine periodic check-ups or appointments related to a particular complaint** ~~routine medical appointments.~~
- 35.21.2 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the ~~pregnancy,~~ absences shall be charged to sick leave.

35.25 (New) Leave without Pay for Compassionate Care

- 35.25.1** Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- 35.25.2** For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, and any other person who is a member of a class of persons prescribed for the purposes of this definition "family member" in sub-section 23.1[1] of the *Employment Insurance Act*.
- 35.25.3** Subject to clause XX.02, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
- (a)** an employee shall notify the Council in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - (b)** an employee shall provide the Council a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- 35.25.4** Leave granted under this article shall be for a minimum period of one (1) week.

35.25.5 If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under clauses 35.25.02 & 35.25.03 the employee shall be granted compassionate care leave without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

35.26 Compassionate Care Allowance

35.26.1 An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:

35.26.1.1 has completed six (6) months of continuous employment before the commencement of leave without pay,

35.26.1.2 provides the Council with proof that he or she has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* in respect of insurable employment with the Council,

and

35.26.1.3 has signed an agreement with the Council stating that:

(a) the employee will return to work on the expiry date of his/her compassionate care leave without pay, unless the return to work date is modified by the approval of another form of leave;

(b) Following his or her return to work, as described in section (a), the employee will work for a period equal to the period the employee was in receipt of the compassionate care allowance;

- (c) should he or she fail to return to work in accordance with section (a) or should he or she return to work but fail to work the total period specified in section (b), he or she will be indebted to the Council for an amount determined as follows:

(allowance received) X (remaining period to be worked following his/her return to work)

[total period to be worked as specified in (b)]

- (d) the repayment provided for in (c) will not apply in situations of:
- (i) death
 - (ii) lay off,
 - (iii) early termination due to lack of work or discontinuance of a specified period of employment that would have been sufficient to meet the obligations specified in section (b),
 - (iv) the end of a specified period of employment, if the employee is rehired by the Council within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (b), or
 - (v) having become disabled as defined in the *Public Service Superannuation Act*, or
 - (vi) when the employee takes a position with an organization listed in Schedules I to V of the *Financial Administration Act* that fulfills the obligations specified in section (b).

35.26.2 For the purpose of sections 35.26.1.3 (b), and (c), periods of leave with pay shall count as time worked. Periods of leave without pay during the

employee's return to work will not be counted as time worked but shall interrupt the period referred to in section 35.26.1.3 (b), without activating the recovery provisions described in section 35.26.1.3(c).

- 35.26.3** **Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:**
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance Compassionate Care benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;**
 - (ii) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in

Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
- 35.26.4** **At the employee's request, the payment referred to in subparagraph 35.26.3(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.**
- 35.26.5** **The Compassionate Care allowance to which an employee is entitled is limited to that provided in paragraph 35.26.3 (i) and (ii) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.**

- 35.26.6** The weekly rate of pay referred to in paragraph 35.26.3 shall be:
- (i)** for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of compassionate care leave without pay;
 - (ii)** for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of compassionate care leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- 35.26.7** The weekly rate of pay referred to in paragraph 35.26.6 shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- 35.26.8** Notwithstanding 35.26.7, and subject to 35.26.6 (ii), if on the day immediately preceding the commencement of Compassionate Care leave without pay an employee was 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.
- 35.26.9** Where an employee becomes eligible for a pay increment or pay revision while in receipt of Compassionate Care allowance, the allowance shall be adjusted accordingly.
- 35.26.10** Compassionate Care allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

35.26.11 Transitional Provisions

If, on the date of signature of this Agreement, any employee is currently on Compassionate Care leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

(NEW) LEAVE WITH INCOME AVERAGING

- 35.27.1** Subject to operational requirements, leave with income averaging, a leave arrangement that enables an employee to reduce the number of weeks worked in a specific 12 month period by taking a period of leave without pay, shall be granted under the following conditions:
- 35.27.2** During a period of leave with income averaging, the employee must agree not to work for any part of the federal Public Service.
- 35.28.3** Subject to operational requirements, the leave without pay period may be granted for a period of between 5 weeks and 3 months. This period shall be considered leave without pay for the purpose of pay, deductions, allowances, other leave, benefits and pensions.
- 35.27.4** During the specific 12 month period as per 35.27.1, a participating employee's pay shall be reduced and averaged out over the 12 month period to reflect the reduced time at work, while pension and benefit coverages, as well as premiums and contributions shall continue at pre-arrangement levels.
- 35.27.5** During the pay adjusted 12 month period, the employee is responsible for his or her share of premiums and contributions due to the pre-arrangement continuation of pension and benefit coverage.
- 35.27.6** Changes to approved leave arrangements may be made only in exceptional circumstances and shall occur only within the approved 12 month income averaging period. Employee requested changes shall be made in writing and approval shall not be unreasonably denied.

35.27.7 A period of leave with income averaging may be cancelled only in exceptional or unforeseen circumstances. If such a cancellation is initiated by management, the employee shall be reimbursed certain reasonable expenses as determined by the Council.

ARTICLE 36 HOURS OF WORK

36.1 (a) Except as provided for in clause 36.2 and ~~36.7~~

36.5 Delete

Shift Work

36.7 Delete

36.8 Variable Hours of Work (VHW) – renumber

ARTICLE 38 - SHIFT AND WEEKEND PREMIUMS

Delete Article

ARTICLE 39 - OVERTIME

- 39.22** An employee who works three (3) or more hours of overtime immediately before or immediately following his/her 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. **The amount will be in accordance with the lunch rate established by for the Travel Directive of the National Joint Council, except where free meals are provided. Where free meals are provided, the Council shall ensure that an employee's dietary needs are reasonably accommodated.**
- 39.23** An employee who works overtime continuously extending four (4) hours or more beyond the period provided in 39.22 above, shall be reimbursed for one additional meal in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided. **The amount will be in accordance with the lunch rate established by for the Travel Directive of the National Joint Council, except where free meals are provided. Where free meals are provided, the Council shall ensure that an employee's dietary needs are reasonably accommodated**
- 39.24** An employee who is required to work eleven (11) or more consecutive hours on a day of rest and does so shall be reimbursed for one meal in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided. **The amount will be in accordance with the lunch rate established by for the Travel Directive of the National Joint Council, except where free meals are provided. Where free meals are provided, the Council shall ensure that an employee's dietary needs are reasonably accommodated**
- 39.25** For every additional four (4) hour period of continuous overtime on a day of rest, the employee shall be reimbursed, in addition to the meal allowance provided for in sub-clause 39.24, for one additional meal in the amount of ten dollars and fifty cents (\$10.50), except where free meals are provided. **The amount will be in accordance with the lunch rate established by for the Travel Directive of the National Joint Council, except where free meals are provided. Where free meals are provided, the**

Council shall ensure that an employee's dietary needs are reasonably accommodated

Transportation Expenses

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

- 39.28.1.1** renew
- 39.28.2** renew

ARTICLE 40 - CALL BACK PAY

- 40.6 (new) Call-back shall be paid except where, upon the request of an employee and with the approval of the Council, call-back may be compensated in equivalent leave with pay.**
- 40.7 (new) The Council shall endeavor to pay call-back by the fourth (4th) week after which the employee submits the request for payment.**
- 40.8 (new) The Council shall grant compensatory leave at times convenient to both the employee and the Council**
- 40.9 (new) 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 on one hour's pay for each hour of compensatory leave credits so liquidated, except that an employee, upon application, shall be permitted to carry over to September of the following calendar year up to thirty-seven decimal five (37.5) hours of compensatory leave credits.**

ARTICLE 41 - STANDBY DUTY

- 41.1 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 (1) hours** pay for each four (4) hour period or parts thereof for which the employee has been designated as being on standby duty.
- 41.5 When an employee on standby reports for work under this article ~~and is required to use transportation services other than normal public transportation services,~~ the employee shall be reimbursed for reasonable expenses incurred as follows:
- 41.6 **(new) Standby Duty shall be compensated by cheque except where, upon the request of an employee and with the approval of the Council, standby duty may be compensated in equivalent leave with pay.**
- 41.7 **(new) The Council shall endeavor to pay standby duty by cheque by the fourth (4th) week after which the employee submits the request for payment.**
- 41.8 **(new) The Council shall grant compensatory leave at times convenient to both the employee and the Council**
- 41.9 **(new) 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 on one hour's pay for each hour of compensatory leave credits so liquidated, except that an employee, upon application, shall be permitted to carry over to September of the following calendar year up to thirty-seven decimal five (37.5) hours of compensatory leave credits.**

ARTICLE 46 - TRAVELLING

46.1 ~~When 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:————~~ **When the Council requires an employee to travel outside his headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:**

46.1.1 **renew**

46.1.2 **renew**

46.1.2.1 **renew**

46.1.2.2 at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight time rate in any day, **or not to exceed fifteen (15) hours' pay at the straight time rate of pay when the travel is outside Canada or the Continental United States.**

46.1.3 On his day or 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 **or not to exceed fifteen (15) hours' pay at the straight time rate of pay when the travel is outside Canada or the Continental United States.**

- 46.2** ~~Clause 46.1 shall not apply to any period in excess of the normal work day during which the employee is resident in any accommodation for which the Council or its agent absorbs the cost. However, t~~Travelling time shall include time necessarily spent at each stop-over up to a maximum of three (3) hours at each stop-over en route **provided that such stop-over does not include an overnight stay.**
- 46.2.1** ~~———— An employee, may, subject to the approval of the Council, make an election to receive leave with pay in lieu of the compensation provided under sub clauses 46.1.2.2 and 46.1.3.~~
- 46.6** (new) Travelling time shall be paid except where, upon the request of an employee and with the approval of the Council, travelling time may be compensated in equivalent leave with pay.
- 46.7** (new) The Council shall endeavor to pay travelling time by the fourth (4th) week after which the employee submits the request for payment.
- 46.8** (new) The Council shall grant compensatory leave at times convenient to both the employee and the Council
- 46.9** (new) 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 on one hour's pay for each hour of compensatory leave credits so liquidated, except that an employee, upon application, shall be permitted to carry over to September of the following calendar year up to thirty-seven decimal five (37.5) hours of compensatory leave credits.
- 46.10** Travel Status Leave
- 46.10.1** An employee who is required to travel outside his or her headquarters area on government business, and is away from his or her permanent residence for twenty (20) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with one additional period of seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.

46.10.2 **The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.**

46.10.3 **This leave with pay is deemed to be compensatory leave and is subject to clauses 39.19 and 39.20.**

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Council.

ARTICLE 56 - SEVERANCE PAY

Redo Article as per AS Collective Agreement

General

- 56.1 For the purpose of determining the amount of severance pay to which an employee is entitled under this article, his years of continuous service or continuous employment shall be reduced by any period of continuous service or continuing employment in respect of which he was granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police.
- 56.2 Under no circumstances shall the maximum severance pay provided under this article be pyramided.
- 56.3 The weekly rate of pay referred to in the clauses below shall be the weekly rate of pay to which the employee is entitled in his substantive position unless the employee has been in an acting position for more than six (6) months on the date of his termination of employment.

Lay-Off

- 56.4 In the event that the Council decides that lay-off of one or more employees is necessary, the parties agree to consult jointly prior to the implementation of lay-off procedures.
- 56.5 An employee who has one (1) year or more of continuous service and who is laid off is entitled to be paid severance pay as soon as possible following the time of lay-off.
- 56.6 Subject to clause 56.1, in the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous service.
- 56.7 Subject to clause 56.1, in the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one week's pay for each completed year of continuous service, less any period in respect of which he was granted severance pay under 56.6 above.

Resignation

56.8 Subject to clause 56.1 and 56.9, an employee who has ten (10) or more years of continuous service is entitled to be paid on resignation from the Council severance pay equal to the amount obtained by multiplying half of the employee's weekly rate of pay on the effective date of resignation by the number of completed years of continuous employment to a maximum of twenty-six (26), except that this clause shall not apply to an employee who resigns to accept employment in the Public Service, or a federal crown corporation that accepts the transfer of leave credits.

Retirement

56.9 Subject to clause 56.1, on termination of employment:

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

or

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

Death

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

Termination - Incapacity or Incompetence

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

Rejection on Probation

- 56.13 Subject to clause 56.1, on rejection on probation, when an employee appointed to the continuing staff of NRC has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be paid one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-seven (27) weeks.
- 56.7 (New) A term employee is entitled to be paid, upon the end of his or her term, severance pay of one (1) week's pay for each complete year of continuous employment to a maximum benefit of thirty (30) weeks. This severance pay is in addition to any other payment to which the term employee is entitled to under this collective agreement or any policy found in the Council's Human Resource Manual.**

NEW ARTICLE - PRE-RETIREMENT TRANSITION LEAVE

Employees who are within four (4) years of retirement may reduce the length of their workweek by up to forty percent (40%). Pay for participating employees would be adjusted to reflect the shorter workweek, but the pension and benefits coverage, as well as premiums or contributions, would continue at pre-arrangement levels. Employees may take Pre-Retirement Transition Leave for up to four (4) years, but must agree to retire at the end of the leave period.

NEW ARTICLE - REPRISALS AGAINST WHISTLEBLOWERS

XX.X Employees shall not suffer any reprisal for their involvement in the disclosure of wrongdoing or for making a complaint of reprisal. Complaints under this Article may be the subject of a grievance and shall fall under the Individual Grievance procedure outlined in Article 17, up to and including adjudication. For the purposes of this Article, “reprisal has the same meaning as given it under the Public Servant Disclosures Protection Act and “involvement” includes participating in or cooperating with an investigation into wrongdoing or a complaint of reprisal.

NEW ARTICLE - STAFFING OF VACANCIES

XX.1 The Council agrees that first consideration will be given to Council employees when filling vacancies.

NEW ARTICLE - TERM EMPLOYEES

- XX.1** An employee who has been employed by the Council as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, shall be appointed to a continuing position at the level of his/her substantive position.
- XX.2** The Council, in determining whether a period of term employment will count as part of the cumulative working period, must take the following into consideration:
- a) a period of part-time employment term employment is equal to an equivalent period of full-time employment (not pro-rated);
 - b) periods of employment as a part-time worker (persons not ordinarily required to work more than one-third of the normal work week) shall not count as part of the cumulative working period;
 - c) periods worked through student employment programs (e.g., FSWEP, COOP) shall not count as part of the cumulative working period. Work in a student employment program following term employment is considered as a break in service in the calculation of the 60 consecutive calendar days.
- XX.3** Periods of term employment where the source of funding for salary dollars is from external sources and for a limited duration (sunset funding) shall not count as part of the cumulative working period. The Council must identify a program, project, or initiative as being sunset funded for the purposes of this Article. Term employees must be advised in writing, at the time that they are offered employment or re-appointed in such programs/projects/initiatives, that their period of employment will not count in the calculation of the cumulative working period for indeterminate appointment. However, periods of term employment immediately before and after such employment shall count as part of the cumulative working period where no break in service longer than 60 consecutive calendar days has occurred.

NEW ARTICLE - PARKING

XX.1 The Council shall provide free parking for all its employees

NEW ARTICLE - PUBLIC TRANSIT PASS

XX.1 Upon presentation of a receipt, the Council will reimburse employees for the full cost of a monthly or annual public transit pass. Where public transit does not exist, the Council will pay the equivalent of the full cost of a transit pass to employees who demonstrate that they participate in shared carpooling to travel to and from the workplace.

Memorandum of Understanding

Salary Protection – New Classification Standard or System

General

1. This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
4. Where the provisions of any collective agreement differ from those set out in the Memorandum of Understanding, the conditions set out in the Memorandum of Understanding shall prevail.
5. This Memorandum of Understanding will form part of all collective agreements to which the Research Council Employees' Association and the National Research Council, with effect from .

This Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified, pursuant to a new classification standard or system, to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective.

Note: The term "attainable maximum rate of pay" means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other groups and levels.

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes, the former group and level. With respect to the pay of the incumbent, this may be cited as Salary Protection Status and shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.

RATES OF PAY

To be discussed

Schedule 2 – Delete

Schedule 3 – Delete

Appendix A – Delete

DURATION

To be discussed