



RATIFICATION PACKAGE

TECHNICAL CATEGORY

Following several days of negotiations, agreement has been reached on many issues. These are explained in detail below. As well, the NRC has made a final offer on the outstanding issues of pay, duration, Deployment Allowance and conversion of leave from days to hours. The Bargaining Team felt that there was enough in the agreed upon changes and the final offer to put it to a membership vote. The Bargaining Team is not recommending that the package be approved or rejected. The Bargaining Team asks that each member review this package carefully and vote accordingly.

The negotiations were influenced, in large part, by the recent rounds of Public Service bargaining. Recent Public Service agreements saw increases of 2.25%, 2.4%, and 2.5% covering the period of 2004 to 2007. The TO agreement, with its expiry date of February 2005 fell squarely in this same time frame. One of the goals of this round of bargaining was to change the duration of the TO agreement so that it would become effective in the same fiscal year as our other agreements. We therefore proposed an agreement that would expire in July. NRC, for its part, proposed an agreement that would expire on April 1, 2007. They also proposed a pay increase of 2.25% pro-rated for the period February 14, 2005 to March 31, 2005. This represents an increase of 0.306% from February 14 to March 31. This would be followed by an increase of 2.4% on April 1, 2005 and 2.5% on April 1, 2006.

Other goals of this round of bargaining included improving the Research Deployment Allowance and avoiding a cap on the carry over of vacation leave. NRC had several demands as well, including imposing a cap on vacation leave carry over and the expression of leave entitlements in hours rather than days. We were able to secure minor improvements to the Deployment Allowance and to prevent the imposition of a carry over cap. NRC tied its pay offer to the conversion of leave entitlements into hours.

This ratification package contains information on all the proposed changes to the Technical Category collective agreement. Your vote on this package will determine if this collective agreement is accepted or rejected. Please note that all changes will be effective on the date of signing of a new agreement, unless specifically stated.

Please review the entire package carefully and then complete the enclosed ballot. If you have any questions, please call any member of the Technical Category Bargaining Team.

BARGAINING TEAM:

Jeff Fraser
Cathie Fraser
Vincent Clancy
Floyd Toll
Al MacAdam
Dave Morphy
Joan Van Den Bergh (Negotiator)

Important Information – Arbitration Board Process **PLEASE READ THIS**

If a majority of the group accepts the tentative agreement, the new rates and new provisions will be implemented. If a majority of the group rejects this agreement, the next step will be to request the assistance of a Public Service Labour Relations Board (PSLRB) mediator. The mediator will attempt to bring the parties together. If this were unsuccessful, we would request the establishment of an Arbitration Board.

This is a description of the process following such a request to the PSLRB.

The PSLRB will provide copies of our correspondence related to our request to NRC for its comments and to allow the NRC to bring forth additional items for the consideration of the Arbitration Board. The PSLRB will then allow the RCEA an opportunity to comment on the NRC submission and a final exchange of correspondence will follow. The RCEA and NRC have already agreed that the items that would be taken before an Arbitration Board are limited to pay and duration, Deployment Allowance and conversion of leave into hours.

Once the PSLRB is in receipt of all submissions by both sides, it is likely to agree to establish an Arbitration Board. Each party will then be asked to identify a person who will represent its interests during the arbitration process. Together, the two representatives will attempt to nominate a chairperson of the Arbitration Board whom the PSLRB will then appoint; if the two representatives are unable to agree on the nomination of a chair, the PSLRB will appoint a chairperson it deems suitable. Once the three individuals forming the Arbitration Board are appointed by the PSLRB, they will be informed of the matters in dispute between the parties.

The arbitration process allows parties to present evidence and make submissions to the Arbitration Board. A date for a hearing is set, usually within two months of the Arbitration Board having been established. Briefs outlining the detailed positions of the parties relative to the matters in dispute are exchanged in advance of the hearing.

Following the hearing the Arbitration Board deliberates and renders an arbitral award, which, along with the matters agreed upon before the arbitral award, are embodied in the new collective agreement. Arbitral awards are expected within a two-month period following a hearing, however, longer waits have been known to happen.

Following the arbitral award, the parties have ninety calendar days to implement the terms and conditions of the award, which is binding on the parties.

Based on the above scenario the likely, but potentially changeable, time lines are as follows: it is possible the Arbitration Board hearing would be held sometime in late January or early February 2006

with an award coming in late March or early April 2006. The new terms of the collective agreement including the arbitral award would then be implemented no later than early July 2006, ninety (90) calendar days following the date of the arbitral award.

RATIFICATION OF AGREEMENT

Summary of Changes

Rates of Pay

A. The rates of pay for all members in the Technical Category will be increased as follows:

Rates of Pay

1. Effective 14 February 2005 0.306%
2. Effective 1 April 2005 (2.4%)
3. Effective 1 April 2006 (2.5%)

TO-1

From:	22,634	23,744	24,909	26,129	27,410	**	28,753	30,163	31,642	33,193	34,820	36,527	38,318	40,193	#
1.	22,703	23,817	24,985	26,209	27,494	**	28,841	30,255	31,739	33,295	34,927	36,639	38,435	40,316	#
2.	23,248	24,388	25,585	26,838	28,154	**	29,533	30,981	32,501	34,094	35,765	37,518	39,358	41,284	#
3.	23,829	24,998	26,224	27,509	28,858	**	30,271	31,756	33,313	34,946	36,659	38,456	40,342	42,316	#

TO-2

From:	36,341	37,924	39,578	41,304	43,106		44,986	46,949	48,996	51,133	#
1.	36,452	38,040	39,699	41,430	43,238		45,124	47,093	49,146	51,289	#
2.	37,327	38,953	40,652	42,425	44,276		46,207	48,223	50,325	52,520	#
3.	38,260	39,927	41,668	43,485	45,383		47,362	49,428	51,584	53,833	#

TO-3

From:	43,084	44,811	46,608	48,474	50,419		52,439	54,541	56,729	59,003	#
1.	43,216	44,948	46,751	48,622	50,573		52,599	54,708	56,903	59,184	#
2.	44,253	46,027	47,873	49,789	51,787		53,862	56,021	58,268	60,604	#
3.	45,359	47,178	49,069	51,034	53,082		55,208	57,421	59,725	62,119	#

TO-4

From:	54,361	56,349	58,413	60,550	62,767		65,062	67,444	69,912	#
1.	54,527	56,521	58,592	60,735	62,959		65,261	67,650	70,126	#
2.	55,836	57,878	59,998	62,193	64,470		66,827	69,274	71,809	#
3.	57,232	59,325	61,498	63,748	66,082		68,498	71,006	73,604	#

TO-5

From:	64,685	66,662	68,699	71,213	73,712		76,410	#
1.	64,883	66,866	68,909	71,431	73,938		76,644	#
2.	66,440	68,471	70,563	73,145	75,712		78,483	#
3.	68,101	70,183	72,327	74,974	77,605		80,445	#

TO-6

From:	70,807	72,979	75,219	77,971	80,824		83,784	#
1.	71,024	73,202	75,449	78,210	81,071		84,040	#
2.	72,728	74,959	77,260	80,087	83,017		86,057	#
3.	74,546	76,833	79,191	82,089	85,092		88,209	#

OTHER PROVISIONS:

Interpretation and Definitions

Throughout the agreement, the definition of “Common Law Spouse” has been changed to “Common-Law Partner”.

All leave entitlements in the collective agreement which are currently expressed in days will be converted to hours, with the exception of bereavement leave. This conversion will be on the basis that a day equals 7.5 hours. This will impact some shift workers and those employees working a compressed work week. Articles affected include family related responsibility leave, medical appointments for pregnant employees, and volunteer and personal leave. Volunteer and personal leave will now be restricted to a single period of 7.5 hours. Those on compressed schedules will have to take the balance of these types of leaves in annual or comp leave. While vacation and sick leave will also be expressed in hours, there will be no impact as those “days” have always been calculated as 7.5 hours.

Standards of Discipline

There are two new provisions under this article. The first provides for the right of an employee to have a union representative present when discipline is imposed, while the second provides for the right of an employee to have the reasons for disciplinary action provided in writing.

Employee Performance Review and Employee Files

The changes provide for the right of an employee to know what is placed on his or her personal file, to attach comments to any review and clarifies that a signature does not represent agreement with the contents of an assessment. It will also clarify that management has no right to alter employee comments in the PPR.

Vacation Leave

If NRC cancels or alters a period of vacation leave for which an employee has made deposits or payments, the Council shall reimburse the non-fundable portion of any such payments.

Sick Leave

Sick leave credits earned but unused by an employee during a previous period of employment at the Council shall be restored to an employee whose employment was terminated due to lay-off and who is reappointed within one year.

Maternity and Parental Allowance

Deletion of the “18 month period” in which the employee must make up the time taken as maternity and parental leave. Now, while the employee must still make up the time, there is no time limit.

Improvement to the repayment provisions for term employees. Under the current agreement, term employees have to repay some or all of their maternity and parental allowance if their term ends within

the return to work period and they are not rehired within five (5) days. The improvement increases this time period for rehire to ninety (90) days.

Parental Leave Without Pay

The request for parental leave now must be made 4 weeks in advance of the expected date of leave and not necessarily 4 weeks before the anticipated date of birth or 4 weeks in advance of the date the child is expected to come into the employee's care.

The language will be amended to extend the period during which leave can be taken in situations where a newborn child is hospitalized for an extended period. Currently, the agreement requires that all leave be taken within 52 weeks following the birth of the child. This will now be extended to 104 weeks.

New language will also be introduced to allow employees to split parental leave into two periods.

An employee taking both maternity and parental leave will now have to agree to return to work for a period of time equal to the total amount of leave taken; if 52 weeks of leave is taken, then the employee would have to return for 52 weeks. This represents a change from the current agreement, which limits the requirement to return to work to a period equal only to the maternity leave taken.

Leave with Pay for Family-Related Responsibilities

Deletion of the word "dependent" as it relates to children and other family members. Employees will now be able to take this leave regardless of the age of their child or the income status of the family member (the tax definition of "dependent" was used to define dependent family members).

Leave With or Without Pay for Other Reasons

The clause will be changed to reflect the fact that periods of illness in excess of 3 months will be counted in the calculation of continuous employment or service, severance pay and vacation leave.

Compassionate Care

NRC will provide a letter of understanding to the RCEA indicating that it recognizes that current legislation provides for six (6) weeks of leave without pay for compassionate care, not including the two (2) week waiting period for EI benefits. It will agree that 8 weeks of leave without pay may be granted under Other Leave With or Without Pay in the collective agreement and it will notify its managers that such leave should not be refused and should be granted expeditiously with no unreasonable delays.

Leave Without Pay to Serve as Union President

If an RCEA member is elected RCEA President, that member goes on leave without pay. NRC can permanently fill the job of that member after one year. The new provision would require that NRC fill

that position on a temporary basis for the first three years. This would enable the member, should he or she cease to be RCEA President after one term, to return to his or her substantive position.

Marriage Leave With Pay

Marriage leave has been extended to same sex partners and recognizes both marriage and spousal union in provinces where marriage rights have not yet been extended.

Severance Pay

A new provision of severance pay on rejection on probation has been added.

The provision on retirement has been amended to reflect the minimum requirement of a part-time employee under the Public Service Superannuation Act.

Diving Duty Allowance

This allowance will be increased to \$25.00 per hour.

Duty Aboard Ships

The reimbursement maximum for the loss of clothing or personal effects will be increased from \$1000 to \$3000.

Workforce Adjustment Policy

The new Workforce Adjustment Policy will form part of the collective agreement.

Research Deployment Allowance

In the current agreement this allowance only applies to employees at IAR. It will now apply to all members. We worked very hard to improve the actual provisions of this allowance, particularly the minimum qualifying period. We were unsuccessful. We will continue to address this in future rounds of bargaining.

Apprentice Rates of Pay

A new range of rates for Instrument, Toolmaker and Design Mentorship Apprentices will be established.

Duration of Agreement

The Collective Agreement will expire March 31, 2007.