

AGREEMENT BETWEEN

THE NATIONAL RESEARCH COUNCIL OF CANADA

AND

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE
OF CANADA**

***GROUP: RESEARCH OFFICER / RESEARCH COUNCIL OFFICER
(RO/RCO)***

Expiry: 19 July 2014

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

ARTICLE 1 - PURPOSE AND INTENT

1.01 The provisions of this Agreement apply to the Professional Institute, the Council, and to employees.

1.02 Purpose

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Council, the employees and the Professional Institute; to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

The parties to this Agreement share a desire to improve the quality of services rendered by employees, to maintain professional standards and to improve well-being and increase efficiency. Accordingly, the parties are determined within the framework of the law to establish and foster an effective working relationship.

1.03 Recognition

The Council recognizes the Professional Institute as the exclusive bargaining agent for all employees in the Research Officer and Research Council Officer bargaining unit.

The Council recognizes that it is a proper function and right of the Professional Institute to bargain with a view to arriving at a Collective Agreement, and both parties agree to bargain in good faith in accordance with the provisions of the *Public Service Labour Relations Act (PSLRA)*.

1.04 Both the English and French texts of this agreement shall be official.

1.05 Part-Time Employees

(A) General

- (i) Employees whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees.
- (ii) Employees shall be paid at the hourly rate of pay for all hours of work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week, or at the hourly rate of pay for all hours of work performed up to other daily or weekly hours of work that may be prescribed in accordance with clause 13.03, and at the applicable overtime rate of pay for all hours of work performed in excess of thirty-seven decimal five (37.5) hours and on a day of rest or a designated paid holiday.

(B) Leave

Leave will only be provided:

- (i) during those periods in which the employees are scheduled to perform their duties;

or

- (ii) where it may displace other leave as prescribed by this Agreement;

(C) Day of Rest

The days of rest provisions of this agreement apply only in a week in which the employee has worked five (5) days and a minimum of thirty-seven decimal five (37.5) hours;

(D) Severance Pay

- (i) For the purposes of Article 25 Severance Pay, the period of continuous employment in respect of which a severance benefit is to be paid may consist of either part-time employment, varying levels of part-time employment or a combination of both full and part-time employment. The part-time portions shall be consolidated to an equivalent full-time period and added to any full-time years. The total full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay.
- (ii) The weekly rate of pay referred to in Article 25 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

(E) Designated Holidays

- (i) A part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four decimal twenty-five (4.25) per cent for all straight-time hours during the period of part-time employment.
- (ii) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 15.01 of this agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for all hours worked.

(F) Pay Increment

The normal dwell period for part-time employees will be the same as for full time employees of the same group and level; the review date will be the anniversary date.

ARTICLE 2 - STAFFING OF VACANCIES

- 2.01** All vacant continuing RO/RCO positions will be advertised internally.
- 2.02** The Council agrees that first consideration will be given to Council employees when filling vacancies.
- 2.03** A vacant position will be offered to an employee who has been given notice of lay-off if such employee is, in the opinion of the Council, qualified to perform the duties of that position.

ARTICLE 3 - INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- (a) «bargaining unit» means all the employees of the Council classified in the Research Officer and Research Council Officer groups as described in the certificate issued by the Public Service Labour Relations Board on 30 January 1970 (« unite de négociation »);
- (b) 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 »);
- (c) «continuous employment» and «continuous service» have the same meaning as in the existing rules and regulations of the Council on the date of the signing of this Agreement (« emploi continu » ou « service continu »);
- (d) the «Council», the «Employer» and «NRC» mean the National Research Council Canada (le « Conseil » « l'employeur », et le « CNRC »);
- (e) «daily rate of pay» means an employee's weekly rate of pay divided by five (5) (« taux de rémunération journalier »);
- (f) «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 perform the duties of his/her position other than by reason of being on leave of absence (« jour de repos »);
- (g) «double time» means two (2) times the hour for hour rate of pay (« taux double »);
- (h) «flight crew» comprises any employee except for the pilot in charge of the aircraft, who in the performance of his/her duties is required to work in experimental aircraft in flight (« équipage de bord »);
- (i) «dwell period» refers to length of time spent at any particular step in a pay range. The period for each step is identified in the Human Resources Manual (HRM), Chapter 3.4 – RO/RCO Compensation System « période de séjour »;
- (j) «employee» means a person who is a member of the bargaining unit (« employé »);
- (k) «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 »);

- (l) «holiday» means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday (« jour férié »);
- (m) «hour for hour» has the same meaning as «hourly rate of pay» (« rémunération horaire »);
- (n) «hourly rate of pay» and «straight-time rate» mean the weekly rate of pay divided by thirty-seven decimal five (37.5) (« taux simple »);
- (o) «lay-off» means termination of services of an employee because of lack of work or because of the discontinuance of a function (« mise en disponibilité »);
- (p) «membership dues» mean the dues established pursuant to the by-laws and regulations of the Professional Institute as the dues payable by its members as a consequence of their membership in the Professional Institute, and shall not include any initiation fee, insurance premium, or special levy (« cotisations » ou « retenues syndicales »);
- (q) «Professional Institute» means the Professional Institute of the Public Service of Canada (« Institut professionnel »);
- (r) «spouse» shall be deemed to include common-law partner as defined in this article (« époux »);
- (s) «time and one-half» means one and one-half (1 1/2) times the hour for hour rate of pay (« taux et demi »);
- (t) «weekly rate of pay» means an employee's annual rate of pay divided by 52.176 (« taux de rémunération hebdomadaire »).

3.02 Except as otherwise provided in this Agreement, expressions used in this Agreement,

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

3.03 Words importing the male gender include the female gender, unless the context otherwise requires.

ARTICLE 4 - MANAGEMENT RIGHTS

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

ARTICLE 5 - INTERPRETATION OF AGREEMENT

5.01 The parties agree that, in the event of a dispute arising out of the interpretation of a clause or article in this agreement, it is desirable that the parties meet within a reasonable time and seek to resolve the problem. The provisions of this article shall not prevent employees from availing themselves of the grievance procedure provided in this Agreement.

ARTICLE 6 - JOINT CONSULTATION

6.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.

6.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development, workshops and conferences.

6.03 Wherever possible, the Council shall consult with representatives of the Professional Institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

6.04 The Council shall advise the representatives of the Professional Institute of any actions being taken as a result of consultation.

**

6.05 The Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Council's premises during working hours.

**

6.06 Employees forming the continuing membership of the Consultation Committee shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time, where applicable.

**

6.07 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this collective agreement.

ARTICLE 7 - CHECK-OFF

7.01 Except as provided in clause 7.04, the Council will as a condition of employment make every reasonable effort to have deducted through Public Works and Government Services Canada, the amount equal to membership dues from the monthly pay of all employees of the bargaining unit covered by this Agreement.

7.02 The Professional Institute shall inform the Council in writing of the authorized monthly deduction to be checked off for each employee as defined in clause 7.01.

7.03 For the purpose of applying clause 7.01, deductions from pay for each employee in respect of each month will start with the first full month of employment 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.

7.04 An employee who satisfies the Council to the extent that the employee declares in an affidavit filed with the Council that the employee is a member of a religious organization registered pursuant to the *Income Tax Act*, whose doctrine prevents him/her 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 shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Professional Institute.

7.05 It is understood that the amounts deducted in accordance with clause 7.01 shall be remitted by cheque to the Professional Institute by Public Works and Government Services Canada within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying individual employees and the deductions made on their behalf.

7.06 The Council agrees to make every reasonable effort to continue, on the basis of production of appropriate documentation, the past practice of having deductions made for other purposes through Public Works and Government Services Canada.

7.07 For the duration of this Agreement, no employee organization, as defined in Section 2 of the *Public Service Labour Relations Act (PSLRA)*, other than the Professional Institute, shall be permitted to have membership dues and/or other monies deducted by the Council from the pay of employees in the bargaining unit.

7.08 The Professional Institute 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, in which case the liability shall be limited to the amount of the error.

ARTICLE 8 - APPOINTMENT OF STEWARDS

8.01 The Council acknowledges the right of the Professional Institute to appoint Stewards from amongst the employees. The Council and the Professional Institute shall by mutual agreement determine the geographical area of jurisdiction of each Steward, having regard to the plan of organization and the distribution of employees at the workplace.

ARTICLE 9: GRIEVANCE PROCEDURE

9.01 NJC 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.

9.02 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.

9.03 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 9.09 gives notice to a representative, as designated by the Council in accordance with clause 9.08 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.

9.04 Type of Grievance

9.04.1 Individual Grievance

Subject to clause 9.05 and as provided in section 208 of the PSLRA, an employee is entitled to present a grievance in the manner prescribed in clause 9.10 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.

9.04.1.1 Individual Grievance Limitations

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

- (iii) that employee has filed a complaint on that policy

and

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

9.04.2 Group Grievance

Subject to clause 9.05 and section 215 of the PSLRA, the Professional Institute 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.

9.04.2.1 Consent Required

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

9.04.2.2 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.

9.04.3 Policy Grievance

Subject to clause 9.05 and section 220 of the PSLRA, the Professional Institute may present a policy grievance to the Council in respect of the interpretation or application of the collective agreement or an arbitral award.

9.05 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.

9.06 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.

9.07 Right to Presentation

9.07.1 An employee may be assisted and/or represented by the Professional Institute when presenting a grievance.

9.07.2 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 Professional Institute.

9.07.3 An employee cannot be represented by an employee organization other than the Professional Institute in the presentation or reference to adjudication of a grievance.

9.08 Procedure

9.08.1 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.

9.08.2 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 Professional Institute, in writing, of the name, title and address of such representatives.

9.08.3 The number of levels in the grievance procedure currently prescribed for the Portfolio/Branch/IRAP 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.

9.08.4 There shall be one (1) level only in the case of a policy grievance.

9.08.5 The Professional Institute 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 Professional Institute be obliged to advise the Labour Relations Group of such request to consult.

9.08.6 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 Professional Institute.

9.09 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.

9.09.1 In the case of an individual or group grievance, the grieving party (the employee or the Professional Institute, as the case may be), may present a grievance to the first level of the grievance procedure in the manner prescribed in clause 9.10, 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.

9.09.2 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.

9.09.3 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.

9.09.4 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.

9.09.5 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 Professional Institute.

9.09.6 The Council shall reply to a classification grievance not later than eighty (80) days after the grievance is received.

9.09.7 In the case of a policy grievance, the Professional Institute may present a grievance in the manner prescribed in clause 9.10, not later than the thirty-fifth (35th) day after the date on which the Professional Institute was notified, either verbally or in

writing, or first had knowledge of the action or circumstance giving rise to such grievance.

9.09.8 The Council shall normally reply to a policy grievance not later than twenty (20) days after the grievance is received.

9.09.9 The time limits stipulated in this Article may be extended by mutual agreement between the Council, the griever, and where appropriate, the Professional Institute.

9.10 Receipt and transmission

9.10.1 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.

9.10.2 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.

9.10.3 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.

9.11 Withdrawal and Abandonment of Grievance

9.11.1 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.

9.11.2 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.

9.12 Decisions

9.12.1 When an employee is represented by the Professional Institute in the presentation of a grievance, the Council shall provide the Professional Institute 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.

9.12.2 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.

9.13 Reference to Adjudication

9.13.1 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.

9.13.2 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 Professional Institute may refer the grievance to adjudication in accordance with the PSLRA and Regulations.

9.13.3 When a policy grievance has not been dealt with to its satisfaction, the Professional Institute may refer the grievance to adjudication in accordance with the PSLRA and Regulations.

ARTICLE 10 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

10.01

- (a) An employee shall be given an opportunity to sign any formal performance review and shall also be given an opportunity to sign all adverse reports pertaining to the performance of the duties in the employee's current position which are placed on the employee's personnel file.
- (b) An employee shall have the right to indicate on the document itself, agreement or disagreement with the contents of the appraisal or adverse report.

10.02 The Council agrees not to introduce as evidence in a hearing subsequent to a disciplinary action, any document of which the employee was not aware at the time of the disciplinary action.

10.03 If an employee requests to do so in writing, the Council shall permit the inspection of the employee's personnel file at least once in each calendar year in the presence of a person authorized by the Council.

10.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

10.05 The Council will engage in meaningful consultations with the Professional Institute prior to changes being introduced in policies affecting progression through the pay scales for the RO/RCO Group.

ARTICLE 11 - CAREER DEVELOPMENT AND PROFESSIONAL DEVELOPMENT

11.01 Preamble

The parties to this Agreement recognize the importance of career development planning and professional development activities as key elements of NRC's commitment to employee learning and development. It is the responsibility of employees to develop realistic career and professional development plans and objectives. NRC will maintain a continuous learning environment to facilitate progress towards those objectives.

11.02 Career Development

(1) Education Leave

- (a) An employee may be granted education leave without pay to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill his/her present role more adequately, or to undertake studies in some field in order to provide a service which the Council requires or is planning to provide. The Council may curtail leave granted by this clause upon the receipt of a report of unsatisfactory progress from the institution which the employee attends during the period of education leave.
- (b) An employee on education leave under this clause shall receive allowances in lieu of salary equivalent to not less than fifty per cent (50%) of the employee's basic salary provided that where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Any allowance already being received by the employee and not part of the employee's basic salary shall not be used in the calculation of the education leave allowance.
- (d) Allowances already being received by the employee may, at the discretion of the Council, be continued during the period of the education leave and the employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (e) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Council for a period of not less than the period of the leave granted. If the employee, except with the permission of the Council;

- (i) fails to complete the course,
 - (ii) does not resume employment with the Council on completion of the course,
- or
- (iii) ceases to be employed before termination of the period undertaken to serve after completion of the course.

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

(2) Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity, on occasion, to conduct research, technology development and industry support or to perform work related to their normal research programs in institutions or locations other than those of the Council. It is understood that budgetary constraints or operational requirements may limit the Council's ability to provide professional development opportunities to its employees.
- (b) An employee may apply at any time for professional development under this clause, and the Council may recommend an employee at any time for professional development.
- (c) When an employee is recommended by the Council for professional development under this clause, the Council will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (d) An employee who, with the approval of Council is granted a period of professional development, shall continue to receive his/her normal compensation including any increase for which the employee may become eligible except that an amount equal to any remuneration paid by the organization where the employee is pursuing professional development shall be deducted from the employee's salary.
- (e) An employee who proceeds on professional development under this clause at the request of the Council shall be reimbursed for reasonable travel expenses and such other additional expenses as the Council deems appropriate. An employee who proceeds on professional development under any other circumstances may be reimbursed for reasonable travel expenses and such other additional expenses as the Council deems appropriate.

ARTICLE 12 - CONFERENCES AND WORKSHOPS

12.01 The parties to this Agreement recognize that attendance at scientific or industry focused conferences, workshops and other gatherings of a similar nature constitutes an integral part of the employee's work related activities and that attendance and participation in such gatherings is recognized as an element in the conduct of scientific research, contribution to technology, and industry support. Where an employee intends to request overtime compensation for attendance at a conference, workshop or other gathering of a similar nature, the employee shall request such overtime compensation when requesting approval to attend the conference, workshop or other gathering. An employee will be given as much notice as is practicable of approval or disapproval of a request for attendance at such gatherings.

ARTICLE 13 - HOURS OF WORK

13.01 The parties to this agreement recognize that the Council's established policy is to operate its facilities and programs in a flexible and adaptable manner consistent with an environment for the sometimes variable activities related to research, technology development, and industry support. The parties will attempt to maintain a work environment which permits each employee to arrange his/her working hours to meet the needs of the Council's programs.

13.02 Subject to leave provisions, employees who arrange their working hours pursuant to Clause 13.01 are required to work nineteen hundred and fifty (1950) hours in each calendar year.

13.03

- (a) Where operational requirements do not permit the arrangement of work by an employee, the Council shall schedule the employee's regular hours of work.
- (b) In such a case, the normal work week shall be thirty-seven decimal five (37.5) hours, the normal daily hours shall be seven decimal five (7.5) hours and an employee shall be granted two (2) consecutive days of rest during each seven (7) day period.

13.04 Employees will submit weekly attendance registers in the form prescribed by the Council.

13.05 Compressed Work Week

(a) Introduction

- i. The National Research Council Canada and the Professional Institute of the Public Service of Canada hereby agree that employees may work on a compressed work week schedule.

(b) Principles

- (i) The implementation of a compressed work week schedule will require the mutual agreement of the Council and the employee(s) in the workplace affected.

- (ii) Where there is no mutual agreement to implement a compressed work week schedule, hours of work will be scheduled in accordance with clause 13.01 to 13.03.
- (iii) The implementation of a compressed work week schedule shall not result in any additional overtime work or additional payment by reason only of such variation in hours.
- (iv) All operational requirements identified by management will be met.
- (v) For purposes of earned leave credits or other leave entitlements, a day shall be equal to seven decimal five (7.5) hours.
- (vi) A designated paid holiday shall account for seven decimal five (7.5) hours.
- (vii) The implementation of a compressed work week shall not be deemed to prohibit the right of the Council to schedule any hours of work permitted by the terms of the applicable collective agreement.
- (viii) Where a period of vacation, sick or other leave (except Bereavement Leave) is granted, it will be granted on an hourly basis with the hours debited for each day of leave being the same as the hours the employee would normally have been scheduled to work on that day. For the purpose of Bereavement Leave With Pay, a «day» will be a twenty-four (24) hour period.

13.06 Overtime

- (a) When an employee whose hours of work are arranged under clause 13.01 is called back to work by the Council at any time outside his/her normal working hours, such hours involved will form part of the nineteen hundred and fifty (1950) hours as stated in clause 13.02.
- (b) An employee whose hours of work are scheduled in accordance with clause 13.03, shall be reimbursed overtime compensation for work performed outside of his/her scheduled hours on the following basis:

**

- (i) on a normal work day, at one and one-half (1 1/2) times the employee's hourly rate of pay for each hour worked in excess of his/her regular scheduled working hours;
- (ii) on a first day of rest, at one and one-half (1 1/2) times the employee's hourly rate of pay for each hour worked;
- (iii) on a second or subsequent day of rest, at two (2) times the employee's hourly rate of pay for each hour worked.

**

- (c) At the discretion of the employee, compensation earned under clause 13.06 (b) and 13.07 may be taken in the form of compensatory leave at the appropriate overtime rate. Compensatory leave credits earned in a fiscal year and outstanding by September 30 of

the following fiscal year will be liquidated by means of monetary compensation to the employee on the basis of one (1) hour's pay at straight-time rate as calculated from the employee's substantive position for each hour of compensatory leave credit so liquidated.

- (d) Except for an employee in receipt of a Field Survey Allowance under Article 23 or an employee compensated under clause 13.06 (b), an employee who is required by the Council to work on his/her day of rest or on a designated holiday, at other than his/her Council workplace, shall be compensated on the basis of one and one-half (1 1/2) hours' pay for each hour worked on the understanding that the employee will also receive his/her normal pay on a designated holiday. Compensation will be in the form of cheque except that on request of the employee and at the discretion of the Council, compensation may be taken in the form of leave.
- (e) An employee shall not be eligible to earn overtime credits unless he/she is requested in advance by an authorized officer of the Council to work overtime. It shall be the Council's responsibility to determine the amount of overtime to be worked. In addition, it shall be the Council's responsibility to determine when overtime work shall be performed.
- (f) An employee will claim overtime in the month following the month in which the overtime was worked or as soon as practicable thereafter.

13.07 Fee for Service Work

- (a) Except as provided in clause 13.06 (b), when the Director concerned or his/her designate requires an employee to work overtime, either in connection with «fee for service work» undertaken at the request of industrial firms or government agencies, or to provide essential internal support services required for such outside contract purposes, the Council agrees to reimbursement on a time and one-half basis, determined to the nearest quarter (1/4) hour of overtime worked.
- (b) Payments by cheque, if any, will be issued as soon as practical after the first day of the month following the month in which the overtime was worked.
- (c) The hourly rate at time and one-half is calculated as follows:

$$\frac{\text{employee's annual salary}}{52.176 \times 37.5} \quad \times \quad \frac{3}{2}$$

ARTICLE 14 - TRAVELLING TIME

14.01 For the purposes of this Agreement travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

14.02 When an employee is required to travel outside the employee's headquarters area on Council business, as these expressions are defined by the Council, the time of departure and the means of such travel shall be determined by the Council and the employee will be compensated for travel time in accordance with clauses 14.03 and 14.04. Travelling time shall

include time necessarily spent at each stop-over en route up to a maximum of five (5) hours provided that such stop-over does not include an overnight stay.

14.03 For the purposes of clauses 14.02 and 14.04, the travelling time for which an employee shall be compensated is as follows:

- a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Council;
- b) for travel by private means of transportation, the normal time as determined by the Council, to proceed from the employee's place of residence or work place, as applicable, direct to his destination and, upon his return, direct back to his residence or work place;
- c) in the event that an alternative travelling arrangement is requested by the employee, the Council may authorize such alternative arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Council's original determination;
- d) when an employee travels through more than one (1) time zone, computation will be made as if the employee had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.

14.04 If an employee is required to travel as set forth in clauses 14.02 and 14.03:

- a) On a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day.
- b) On a normal working day on which he/she travels and works, the employee shall be paid:
 - (i) his/her regular pay for the day for a combined period of travel and work not exceeding eight (8) hours,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of an eight (8) hour period of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate in any day.
- c) On a day of rest or on a designated holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of eight (8) hours' pay at the straight-time rate.

**

14.05 At the discretion of the employee, compensation earned under this Article may be taken in the form of compensatory leave at the applicable premium rate. Compensatory leave credits earned in a fiscal year and outstanding by September 30 of the next following fiscal year will be liquidated by means of monetary compensation to the employee on the basis of one (1) hour's pay at the straight-time rate as calculated from the employee's substantive position for each hour of compensatory leave credit so liquidated.

14.06 All calculations for travelling time shall be based on each completed half (1/2) hour.

14.07 Compensation at the overtime rate shall not be paid for travelling time to courses, training sessions, conferences or seminars to which an employee is sent for the purpose of career development. However, such travelling time will be recognized as time worked in accordance with clauses 13.02 and 13.03.

ARTICLE 15 - DESIGNATED HOLIDAYS

15.01 Subject to clause 15.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year 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.

15.02 An employee absent without pay on both his/her normal working day immediately preceding and his/her normal working day immediately following a designated paid holiday is not entitled to pay for the holiday.

15.03 Holiday Falling on a Day of Rest

When a day, except Boxing Day, designated as a holiday under clause 15.01 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.

15.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 15.03;

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

15.05 Remuneration for Work on a Designated Paid Holiday

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

- (i) Time and one-half (1 1/2) for all hours worked;

or

b)

- (i) 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 (1 1/2) for all hours worked, in accordance with the provisions of sub-clause 15.05(a).

The day of leave with pay at a later date earned under sub-clause 15.05(b)(i) is in lieu of the pay the employee would have been granted had he/she not worked on the designated holiday.

- (ii) The Council shall grant leave under the provisions of sub-clause 15.05(b)(i) at times which are mutually acceptable to the employee and to the Council.
- (iii) Leave credits earned but not granted by September 30 will be liquidated by means of monetary compensation to the employee on the basis of one (1) hour's pay at straight-time rate for each hour of leave credit so liquidated.

15.06 Holiday Coinciding with a Day of Paid Leave

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

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

ARTICLE 16 – RELIGIOUS OBSERVANCE

16.01 The Council shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

16.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill their religious obligations.

**

16.03 Notwithstanding clause 16.02, 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 or her religious obligations. The number of hours with pay so granted must be made up hour for hour within the same fiscal year the time off with pay is taken. 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.

16.04 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 17 - LEAVE GENERAL

17.01 For the purposes of earned leave credits or other leave entitlements, a day shall be equal to seven decimal five (7.5) hours.

17.02 When leave is granted, it will be granted on an hourly basis.

17.03 When the employment of an employee who has been granted more vacation or sick leave with pay than he/she has earned is terminated by death or lay-off, the employee is considered to have earned the amount of leave with pay so granted.

17.04 The amount of vacation leave and sick 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 by the employee.

17.05 An employee is entitled, at least once in each fiscal year, to be informed, upon request, of the balance of his/her vacation and sick leave.

17.06 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.

17.07 An employee is not entitled to leave with pay during periods of leave without pay or suspension.

ARTICLE 18 - VACATION LEAVE

18.01

a) For the purposes of this Article only, all service within the Public Service, as defined in the *Public Service Labour Relations Act (PSLRA)*, 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.

**

b) For the purpose of clause 18.02 only, effective 1 April 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.

18.02 Accumulation of Vacation Leave

An employee shall earn in respect of each fiscal year, annual vacation leave with pay for each calendar month in which the employee receives at least seventy five (75) hours pay, at the following rates:

- (a) twelve decimal five (12.5) hours per month until the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (b) thirteen decimal seven five (13.75) hours per month commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (c) fourteen decimal three seven five (14.375) hours days per month commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (d) fifteen decimal six two five (15.625) hours per month commencing from the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (e) sixteen decimal eight seven five (16.875) per month commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs.
- (f) eighteen decimal seven five (18.75) hours per month commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

18.03 Leave provisions of clause 18.02 which are in excess of three (3) weeks per fiscal year shall be granted on a pro rata basis during the fiscal year in which the employee completes the required years of continuous employment.

18.04 Any employee who, before the coming into force of this Collective Agreement, had a period of prior service which was accepted by the National Research Council Canada at the time of his appointment as qualifying for «continuous service» in the Public Service for leave purposes, shall continue to have such service recognized as qualifying for «continuous service» in the Public Service provided such a person was employed at the National Research Council Canada immediately before the coming into force of this Collective Agreement.

18.05 Granting of Vacation Leave

During the first six (6) calendar months of employment, an employee is entitled to vacation leave up to the amount of earned credits.

18.06 After the first six (6) calendar months of employment, an employee is entitled to vacation leave in excess of the earned credits but only to the extent of credits that could accumulate to the end of the fiscal year.

18.07 Scheduling of Vacation Leave

- a) Both parties agree that the present practice of granting vacation leave shall continue for the duration of this Agreement. The parties agree that the present practice includes that the planning and timing of annual vacation leave shall be discussed during interactions between employees and supervisors in the context of the workload.
- b) An employee's vacation shall normally be taken in the fiscal year in which it is earned.

**

- (c) Notwithstanding (a), if the employee has not filed with the Council the employee's preference by October 1st or if the Council has been unable to schedule vacation periods preferred by the employee, the Council shall, subject to operational requirements, schedule the vacation periods.

18.08 Substitution of Vacation Leave

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

- (a) is granted bereavement leave, or
- (b) is granted leave with pay for family related responsibilities because of illness in the immediate family, or
- (c) is granted sick leave on production of a medical certificate,

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

18.09 Recall from Vacation Leave

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

- (a) in proceeding to the employee's place of duty, and
- (b) in returning to the place from which the employee was recalled if vacation is immediately resumed upon completion of the assignment for which the employee was recalled,

after submitting such accounts and within such time limits as are normally required by the Council.

18.10 The employee shall not be considered as being on vacation leave during any period for which reasonable expenses incurred may be reimbursed under clause 18.09.

18.11 Carry-Over Provisions

- (a) Employees shall be entitled to carry earned but unused vacation credits 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 reschedules the excess for use at a later date or where the employee was unable to schedule vacation leave based on management's request. 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.
- (b) Notwithstanding paragraph (a), if on May 11, 2009 or on the date an employee becomes subject to this Agreement after May 11, 2009, 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, 2010 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 installment 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 the previous vacation year.

18.12 Liquidation of Vacation Leave

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 may be paid at the employee's daily rate of pay at the last day of the fiscal year.

18.13 Leave when Employment Terminates

Subject to clauses 18.14 and 18.15, 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 and unused furlough leave, be paid an amount equal to the product obtained by multiplying the number of days of such earned but unused leave by the daily rate of pay applicable to the employee immediately prior to the termination of employment.

18.14 Vacation Leave Credits for Severance Pay

Upon request, the Council shall grant the employee any unused vacation leave credits prior to termination of employment to 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.

18.15 Abandonment

An employee whose employment is terminated by reason of abandonment of position is entitled to receive the payment referred to in clause 18.13 above if so requested in writing within six (6) months following the date upon which employment was terminated.

18.16 Advance Payment

- (a) 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.
- (b) 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.

18.17 One Time Vacation Leave Entitlement

An employee shall be credited with a one-time entitlement of thirty seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second anniversary of service.

**

The vacation leave credits provided in paragraph 18.17 above shall be excluded from the application of clause 18.11 dealing with Carry-Over of Vacation Leave.

**

18.18 Appointment to another Public Service Employer

Notwithstanding clause 18.13, an employee who resigns to accept an appointment with an organization listed in Schedules I, IV or V of the *Financial Administration Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

**

18.19 Appointment from another Public Service Employer

The NRC agrees to accept unused vacation leave credits, up to a maximum of two hundred and sixty-two decimal five (262.5) hours, of an employee who resigns from an organization listed in

Schedules I, IV or V of the *Financial Administration Act* in order to take a position with the NRC if the transferring employee is eligible and has chosen to have these credits transferred.

ARTICLE 19 - SICK LEAVE

19.01 Credits

An employee shall earn sick leave credits at the following rate:

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, and such leave credits shall be on a cumulative basis from year to year.

19.02 Granting of Sick Leave

Sick leave with pay shall be granted when an employee is unable to perform his/her duties because of illness or injury provided that the employee:

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

19.03 Unless otherwise informed by the Council, a statement signed by the employee stating that because of his/her illness or injury the employee was unable to perform his/her duties shall, when delivered to the Council as soon as practicable, be considered as meeting the requirements of sub-clause 19.02(a).

19.04 An employee is not eligible for sick leave with pay during any periods of leave of absence without pay or suspension.

19.05 Advance of Credits

When an employee has insufficient credits to cover granting of sick leave with pay under the provisions of clause 19.02, sick leave with pay may, at the discretion of the Council, be granted

- a) for a period of up to one hundred eighty-seven decimal five (187.5) hours if the employee is awaiting a decision on an application for injury-on-duty leave, or
- b) for periods of up to one hundred twelve decimal five (112.5) 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 twelve decimal five (112.5) hours,

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

19.06 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.

19.07 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 and the compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

19.08 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 and who is re-appointed to the Council within two (2) years from the date of lay-off.

ARTICLE 20 - OTHER LEAVE WITH OR WITHOUT PAY

20.01 Validation

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

20.02 Bereavement Leave

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, father-in-law, mother-in-law, grandchild, grandparent and other relative permanently residing in the employee's household or with whom the employee permanently resides.

**

- (a) When a member of an employee's immediate family dies, the 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.
- (b) An employee is entitled to bereavement leave with pay up to a maximum of one (1) calendar day in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (c) 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 paragraph (a) or (b) of this clause, 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.

- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances; on request the Council may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses (a) and (b).
- (e) The Council may require an employee to submit a relevant death certificate in respect of a request for bereavement leave.

20.03 Court Leave

With the exception of an employee under suspension or on leave of absence without pay, leave of absence with pay will be given to every employee who is required:

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

20.04 Injury-on-Duty Leave

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 Workers' Compensation Board that the employee is unable to perform his/her duties because of

- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct,
- (b) sickness resulting from the nature of his/her employment, or
- (c) exposure to hazardous conditions in the course of his/her employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him/her for loss of pay in settlement of any claim he/she 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.

When the absence, as a result of injury-on-duty, is less than the applicable Provincial Workers' 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/she was unable to perform his/her duties.

20.05 Personnel Selection Leave

Where an employee participates in a personnel selection process for a position in the Public Service, as defined in the *Public Service Labour Relations Act (PSLRA)*, 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 the employee's presence is so required.

20.06 Medical Appointment for Pregnant Employees

- (a) Three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

20.07 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 20.07(A)(1):
 - i. where the employee's new-born child is hospitalized within the period defined in 20.07(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 20.07(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 20.07(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 the normal dwell period.

20.08 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 20.08(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 Schedule 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 Schedule 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:

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

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 20.08(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 20.08(A) (3) (b), without activating the recovery provisions described in 20.08(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 and the recruitment and retention “terminable allowance” 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 and the recruitment and retention “terminable allowance” less any other moneys earned during this period.
- (2) At the employee’s request, the payment referred to in 20.08(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 20.08(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 20.08(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 20.08(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 20.08 (B)(4) shall be the rate recruitment and retention “terminable allowance” to which the employee is entitled for her substantive level to which she is appointed.
 - b) Notwithstanding 20.08(B)(5)(a) and subject to 20.08(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 recruitment and retention “Terminable allowance” 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.

20.09 Special Maternity Allowance for Totally Disabled Employees

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in 20.08(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 20.08(A), except 20.08(A)(2) and 20.08(A)(4);

shall be paid, in respect of each week of maternity allowance not received for the reason described in 20.09(A)(1), the difference between ninety-three percent (93%) of her weekly rate of pay and the recruitment and retention “terminable allowance” 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 20.09 and under 20.08 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 20.09(A)(1) above.

20.10 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 and four (104) weeks after the day on which the child comes into the employee's care.
- (G) 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 20.11 (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 Schedule 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 the normal dwell period.

20.11 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 20.08 (A)(3)(b), if applicable;

(c) should he fail to return to work in accordance with section (a) above with an Employer described in Schedule 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 Schedule 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:

(allowance received) X (number of hours not worked following her return to work) [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 20.11(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 20.11(A)(3)(b), without activating the recovery provisions described in 20.11(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 and the recruitment and retention "terminable allowance" 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 and the recruitment retention "terminable allowance" 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 and the recruitment retention "terminable allowance" for each week, less any other monies earned during this period.
- (D) At the employee's request, the payment referred to in 20.11(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 and the recruitment and retention "terminable allowance" 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 and the recruitment and retention "terminable allowance" 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.

20.12 Special Parental Allowance for Totally Disabled Employees

- (A) An employee who:
 - (1) fails to satisfy the eligibility requirement specified in 20.11(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 20.11(A) except 20.11(A)(2) and 20.11(A)(3) shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in 20.12(A)(1), the difference between ninety-three per cent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance" 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 20.12 and under 20.11 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 20.12(A)(1) above.

20.13 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 clause 20.13 (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. Dependent upon the particular circumstances of the request, the Council may obtain an independent medical opinion.
- (c) An employee who has made a request under clause 20.13 (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 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.

20.14 Leave Without Pay for the Care of Immediate Family

- (a) Both parties recognize the importance of access to leave for the purpose of care for the immediate family.
- (b) For the purpose of this article, immediate family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of legal or common-law partner), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) Subject to clause 20.14 (b), an employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:
 - (i) 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 urgent or unforeseeable circumstances, such notice cannot be given;
 - (ii) leave granted under this article shall be a minimum period of three (3) weeks;
 - (iii) 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;
 - (iv) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

**

- (d) Compassionate care
 - (i) Notwithstanding the definition of " immediate family" found in clause 20.14 (b) and notwithstanding paragraphs 20.14 c) (ii) and (iv) above, an employee who provides the NRC with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
 - (ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 20.14 c) (iii) above only for the periods where the employee provides the Council with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
 - (iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.
 - (iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

- (e) Such leave shall be deducted for the calculation of “continuous employment” or “service” as applicable for the purposes of calculating severance pay and vacation leave;
- (f) time spent on such leave shall not be counted for pay increment purposes.
- (g) an employee who has proceeded on leave without pay may change his/her return to work date if such change does not result in additional costs to the Council.
- (h) all leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children prior to 30 May 2005 will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee’s total period of employment in the Public Service.

20.15 Leave Without Pay for Personal Needs

Without restricting clause 20.19 and 20.20 leave without pay will be granted for personal needs, as follows:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) under each of (a) and (b) of this clause, an employee is entitled to Leave Without Pay for Personal needs only once during his/her total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with parental leave without the consent of the Council;
- (d) the period of leave without pay granted under (b) of this clause shall be deducted from the calculation of «continuous employment» or «service», as applicable, for the purpose of calculating severance pay and vacation leave, and shall not be counted for the normal dwell period.

20.16 Leave Without Pay to Accompany Spouse

- (a) 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 is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Except where the period of such leave is less than three (3) months, the period of leave without pay granted under this 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 the normal dwell period.

20.17 Leave With Pay for Family Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse, (or common-law partner resident with the employee), dependent children (including foster children or children of legal or common-law partner), parents (including step-parents or foster-parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
 - (b) The Council shall grant leave with pay under the following circumstances:
 - (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude absences from work, however, when alternate arrangements are not possible an employee shall be granted up to seven decimal five (7.5) hours for a medical or dental appointment when the dependent family member is incapable of attending the appointment alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his/her supervisor of the appointment as far in advance as possible;
 - (ii) leave with pay to provide for the immediate and temporary care of a sick or elderly 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;
 - (iii) fifteen (15) hours leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2)
 - (c) The total leave with pay which may be granted under sub-clause (b) (i), (ii), and (iii) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- **
- (d) Seven decimal five (7.5) hours out of thirty-seven decimal five (37.5) hours stipulated in clause 20.17(c) above may be used:
 - (i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
 - (ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - (iii) 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.

20.18 Examination Leave

Leave of absence with pay to write examinations may be granted by the Council to an employee who is not on educational leave. Such leave will be granted only where in the opinion of the Council the course of study is directly related to the employee's duties or will improve his/her qualifications.

20.19 Other Leave With Pay

This clause shall encompass, but is not limited to, the following:

- (a) 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;
- (b) every employee who is a qualified elector in municipal elections in Canada, shall, for the purpose of voting on an election day, be excused from duty for a period sufficient to allow 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 vote requires more than this time, reasonable time off beyond that provided above may be granted;
- (c) with reference to federal and provincial elections, excused duty for voting purposes shall be sufficient to allow an employee 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;
- (d) at the Council's discretion, special leave with pay may be granted if required to enable an employee to attend to urgent business arising from a serious domestic contingency or difficulty.

20.20 Leave Without Pay for Other Reasons

At its discretion, the Council may grant leave without pay for any purpose, including enrollment in the Canadian Armed Forces and election to a full-time municipal office. Any period of leave without pay of more than three (3) months for reasons other than illness or injury shall be deducted from the calculation of «continuous employment» or «service» unless, in the opinion of Council, such leave has been granted with the understanding that the activities to be engaged in by the employee during the period of leave may contribute to the professional development of the employee. Normal dwell periods may be extended in the case of such leave that is not considered by the Council to contribute to the professional development of the employee.

20.21 Volunteer Leave

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 Canada Workplace Charitable Campaign.

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 at such a time as the employee may request.

20.22 Personal Leave

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.

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 at such a time as the employee may request.

ARTICLE 21 – PAY

21.01 Except as provided in this Article, in Schedule 1 and in Article 1.07, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

21.02 Subject to 21.04, an employee shall be paid on the rates of pay specified in Schedule 1.

21.03

- (a) The rates of pay set forth in Schedule 1 shall become effective on the date specified therein.
- (b) Where the rates of pay set forth in Schedule 1 have an effective date prior to the date of signing of the Agreement the following shall apply:
 - (i) «retroactive period» for the purpose of clauses (ii) to (vi) 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 therefor 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 Clause (b) (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) for promotions, demotions, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated 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 show immediately below the rate of pay being received prior to the revision;
- (vi) no payment shall be made pursuant to clause 21.03 (b) for one dollar or less.

21.04 New University Graduates

The parties agree that new university graduates will be assigned at least the following salary steps:

| <u>Graduate's Highest Degree</u> | <u>Minimum Assigned Steps</u> |
|----------------------------------|-------------------------------|
| Bachelor's | third step in JRO/RCO 1 |
| Master's | sixth step in JRO/RCO 1 |
| Ph.D. | first step in AsRO/RCO 2 |

Higher steps in the salary range may be assigned to those university graduates whose qualifications demonstrate a state of professional development warranting a rate of pay greater than that defined above.

21.05 Upon promotion into a higher grade, an employee shall be paid at the rate in the salary scale of the higher grade which provides a salary increase not less than the minimum increase in the scale of rates of the grade into which the employee is promoted by the Council.

21.06 An employee who is appointed to the staff of the Council under the Research Associateship Program shall be paid in the rates of pay in Schedule 1 of this Agreement.

21.07 In recognition of exceptional merit the Council may pay employees at a rate or rates in excess of the maximum set forth in Schedule 1 for Principal Research Officers and Research Council Officers 5.

21.08 Acting Pay

- (a) When, in accordance with a written instruction from the appropriate delegated authority, an employee performs, for a temporary period of at least six (6) consecutive working days, a substantial portion of the duties of a position in another occupational group and it is higher than the employee's current position, the employee shall receive acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period during which the employee acts.
- (b) When a day designated as a paid holiday occurs during the six (6) day qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

ARTICLE 22 - FLYING ALLOWANCE

22.01

- (a) An employee, who in the performance of his/her duties is required to work in experimental aircraft whilst in flight, shall receive an allowance of one hundred dollars (\$100.00) per month provided that employee completes not less than fifteen (15) hours in the performance of such duties during any period of three (3) consecutive months.
- (b) An employee who performs flight crew duties that qualify for a responsibility allowance shall apply all flight crew duty hours to either the responsibility allowance or to the flying allowance described in this Article.
- (c) For the purposes of this article an experimental aircraft is defined as an aircraft for which Transport Canada has issued a flight permit valid for the purpose of experimental research under the authority of the National Research Council Canada only.

ARTICLE 23 - FIELD SURVEY ALLOWANCE

23.01 An employee who meets the conditions set forth below, shall be paid a field survey allowance of four hundred and twenty dollars (\$420.00) for each thirty (30) calendar day period, provided that:

- (a) the employee completes a minimum of thirty (30) calendar days on field survey work in a consecutive three hundred and sixty-five (365) day period;
- (b) the minimum number of days referred to in (a) is made up of periods of not less than five (5) consecutive calendar days.

23.02 Subject to 23.01 (a) and (b) above, an employee shall be paid on a pro rata basis for periods of field survey work of less than thirty (30) calendar days.

23.03 The allowance shall not apply to employees receiving Isolated Posts Allowance, or any other special allowances for hardship or isolation.

23.04 Work aboard ships shall be deemed to be field work and an employee shall be eligible to earn a field survey allowance in accordance with the conditions set out in this article.

ARTICLE 24 – PILOT RESPONSIBILITY ALLOWANCE

24.01 Research Officers and Research Council Officers who maintain a commercial or airline transport pilot license shall be paid a Pilot Responsibility Allowance not to exceed \$6,800.00 in a fiscal year. This allowance shall be pro-rated based on the number of hours flown during a six (6) month period as follows:

| <i>Period</i> | <i>Number of Hours Flown</i> | <i>Amount</i> |
|-------------------------|-------------------------------------|----------------------|
| 1 October to 31 March | 16 to 31 hours | \$1,175.00 |
| | 32 to 47 hours | \$2,225.00 |
| | 48 or more hours | \$3,400.00 |
| | | |
| 1 April to 30 September | 16 to 31 hours | \$1,175.00 |
| | 32 to 47 hours | \$2,225.00 |
| | 48 or more hours | \$3,400.00 |

24.02 For each six (6) month period, an employee may submit his/her request for this allowance as soon as he/she has completed the required forty-eight (48) hours of flying time.

24.03 The Pilot Responsibility Allowance shall form part of pay for purposes of *the Public Service Superannuation Act (PSSA)*, *Disability Insurance Act (DI)* and the Public Service Management Insurance Plan (PSMIP).

ARTICLE 25 - SEVERANCE PAY

**

Effective May 1, 2014, clauses 25.08 and 25.09 are deleted from the collective agreement.

25.01 General

For the purpose of determining the amount of severance pay to which an employee is entitled under this Article the employee's years of continuous service shall be reduced by any period of continuous service in respect of which the employee was already granted 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. Under no circumstances shall the maximum severance pay provided under Article 25 be pyramided.

**

25.02 For greater certainty, payments made pursuant to 25.14 to 25.17 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 Adjustments (WFA) calculations with respect to the maximum total lay-off benefits to which a surplus employee is entitled under the NRC WFA Policy.

**

25.03 The weekly rate of pay referred to in this article shall be the weekly rate of pay to which the employee is entitled for his/her substantive classification on the date of the termination of his/her employment.

25.04 Lay-off

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

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

**

25.06 Subject to clause 25.01, in the case of an employee who is laid-off for the first (1st) time, the amount of severance pay for the first (1st) complete year of continuous service shall be two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous service, or four (4) weeks' pay for employees with twenty or more years of continuous service, plus one (1) week's pay for each additional complete year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixty-five (365).

25.07 Subject to clause 25.01, in the case of an employee who is laid-off for a second (2nd) 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 service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixty-five 365, less any period in respect of which the employee was granted severance pay under 25.06 above.

**

25.08 Resignation

Subject to clauses 25.01 and 25.09, 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 effective date of resignation by the number of completed years of continuous service to a maximum of twenty-six (26) with a maximum benefit of thirteen (13) weeks' pay. Except that clause 25.08 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.

25.09 Retirement

Subject to clause 25.01, 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 more than twelve (12) hours but less than thirty (30) hours a week, and who, if he/she 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 he/she 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 service, comprised of one (1) week's pay for each complete year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

25.10 Death

Subject to clause 25.01, 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 service, comprised of one (1) week's pay for each complete year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

25.11 Release for Incapacity or Incompetence

(a) Subject to clause 25.01, when an employee is released for incapacity, the amount of severance pay on termination of employment shall be one (1) week's pay for each complete year of continuous service with a maximum benefit of twenty-eight (28) weeks' pay;

(b) Subject to clause 25.01, when an employee, who has completed ten (10) years of continuous service, is released for incompetence, the amount of severance pay on termination of employment shall be one (1) week's pay for each complete year of continuous service with a maximum benefit of twenty-eight (28) weeks' pay.

25.12 Rejection on Probation

Subject to clause 25.01, on rejection on probation, when an employee appointed to the continuing staff of the Council 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 complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

**

25.13 Appointment to another Public Service Employer

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 25.08 (prior to May 1, 2014) or 25.14 to 25.17 commencing (commencing May 1, 2014).

**

25.14 Severance Termination

- (a) Subject to clause 25.01, indeterminate employees on May 1, 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 and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to clause 25.01, term employees on May 1, 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

25.15 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 May 1, 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 25.16(c).

25.16 Selection of Option

- (a) The Employer will advise the employee of his/her 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 25.15(c) must specify the number of complete weeks to be paid out pursuant to 25.15(a) and the remainder to be paid out pursuant to 25.15(b).

- (d) An employee who does not make a selection under 25.16(b) will be deemed to have chosen option 25.15(b).

25.17 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the RO/RCO bargaining unit from a position outside the RO/RCO bargaining unit where, at the date of appointment, provisions similar to those in 25.08 and 25.09 are still in force, unless the appointment is only on an acting basis.

- (a) Subject to clause 25.01, on the date an indeterminate employee becomes subject to this Agreement after May 1, 2014, he/she 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 and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his/her substantive position on the day preceding the appointment.
- (b) Subject to clause 25.01, on the date a term employee becomes subject to this Agreement after May 1, 2014, he/she shall be entitled to severance payment payable under 25.15(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/her 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 25.15; however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

ARTICLE 26 - NATIONAL JOINT COUNCIL AGREEMENTS

26.01 Subject to Section 1.3 of Appendix "E" of 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 specified in section 113 (b) of the *PSLRA*.

26.02 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.

**

26.03 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
- Integrated Relocation Directive
- Travel Directive

26.04 During the term of this Agreement, other directives may be added to the above noted list.

26.05 Grievances in regard to the above directives shall be presented in accordance with clause 9.01 (Grievance Procedure) of this Agreement.

ARTICLE 27 - CONTRACTING OUT

27.01 The Council will continue past practice in giving all reasonable consideration to continued employment in the Council to employees whose services to the Council would otherwise become redundant because work is contracted out or because of lack of work or a discontinuance of a function or a service or a technology by the Council, in whole or in part.

ARTICLE 28 - NO DISCRIMINATION

28.01 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 Professional Institute, marital status or a conviction for which a pardon has been granted.

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

28.03 If by reason of paragraph 28.02 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

28.04 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 29 – SEXUAL HARASSMENT

29.01 The Professional Institute 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.

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

29.03 If by reason of paragraph 29.02 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

29.04 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 30 - DUTY ABOARD VESSELS

30.01 Nothing in this Agreement shall be construed to impair in any manner whatsoever the authority of the Master.

30.02 The Master may, whenever he or she deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.

30.03 Any work necessary for the safety of the vessel, passengers, crew or cargo shall be performed by all employees at any time on immediate call and, notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties of which the Master shall be the sole judge.

30.04 When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles up to a maximum of three thousand (\$3,000) dollars based on replacement cost.

30.05 Claims for Personal Effects

- (a) An employee shall submit to the Council a full inventory of his or her personal effects and shall be responsible for maintaining it in a current state.
- (b) An employee or the employee's estate making a claim under this Article shall submit to the Council reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.

ARTICLE 31 - INFORMATION

31.01 Reasonable space on bulletin boards, including electronic bulletin boards where available, will be made available to the Professional Institute for the posting of official notices, in convenient locations determined by the Council and the Professional Institute. Notices or other material shall require the prior approval of the Council, except notices relating to the business affairs of the Professional Institute and social and recreational events. The Council shall have the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.

31.02 The Council agrees to distribute to each new employee an information package prepared and supplied by the Professional Institute. Such information package shall require the prior approval of the Council. The Council shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

**

31.03 The Council agrees to supply each employee with a copy of the collective agreement and every amendment thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement. Where electronic access to the Agreement is unavailable or impractical, the employee shall be supplied, on request, with a hard copy of the Agreement.

31.04 The Council agrees to supply the Professional Institute each month with the name, group and level, Portfolio/Branch/IRAP and geographic location of each new employee and of each person who has ceased to be an employee.

ARTICLE 32 – RESTRICTION ON OUTSIDE EMPLOYMENT

32.01 In keeping with NRC's Conflict of Interest and Post-Employment Code, employees are responsible for taking such action as is necessary to prevent real, potential or apparent conflicts of interests. Participation of NRC employees in a professional capacity in the activities of external organizations, for instance by teaching or serving as adjunct professor in a university, is often in the public interest and employees shall not be restricted in engaging in such employment outside the hours they are required to work for the Council.

32.02 Other external activities such as serving as an officer or a director of a company or external organization must be assessed carefully to determine if they could expose the employee to a conflict of interest situation. In this regard, employees should consult with their Director General (their Vice-President or the President when they report directly to such persons) to receive guidance on whether or not the contemplated professional activities outside of their duties at NRC are compatible with the public interest and their duties at NRC. Employees may also seek advice from the Secretary General with regard to the impact of planned activities in terms of the requirements of the Conflict of Interest and Post-Employment Code.

**

ARTICLE 33 – LEAVE FOR LABOUR RELATIONS MATTERS

Public Service Labour Relations Board Hearings

33.01 Complaints Made to the Public Service Labour Relations Board Pursuant to Section 190 (1) of the Public Service Labour Relations Act

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

- (a) to an employee who makes a complaint on their 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 Institute making a complaint.

33.02 Applications for Certification, Representations and Interventions With Respect to Applications for Certification

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

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

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

33.03 Employee Called as a Witness

The Council will grant leave with pay:

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

and
- (b) where operational requirements permit, to an employee called as a witness by an employee or the Institute.

33.04 Arbitration Board, Public Interest Commission Hearings and Alternative Dispute Resolution Process

Where operational requirements permit, the Council will grant leave with pay to an employee representing the Institute before an Arbitration Board, Public Interest Commission or an Alternative Dispute Resolution Process.

33.05 Employee Called as a Witness

The Council will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission or an Alternative Dispute Resolution Process and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

33.06 Adjudication

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

- (a) a party to an adjudication,
or
- (b) the representative of an employee who is a party to an adjudication,
or
- (c) a witness called by an employee who is party to an adjudication.

Meetings during the Grievance Process

33.07 Employee Presenting Grievance

Where operational requirements permit, the Council will grant to an employee:

- (a) where the Council originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the headquarters area of such employee;

and
- (b) where an employee who has presented a grievance seeks to meet with the Council, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

33.08 Employee Who Acts as Representative

Where an employee wishes to represent at a meeting with the Council, an employee who has presented a grievance, the Council will, where operational requirements permit, grant leave with pay to the representative when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

33.09 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the headquarters area of such employee and leave without pay when it takes place outside the headquarters area of such employee.

33.10 Contract Negotiations Meetings

Where operational requirements permit, the Council will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Institute.

33.11 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Council will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

33.12 Meetings between the Institute and Management

Where operational requirements permit, the Council will grant leave with pay to an employee to attend meetings with management on behalf of the Institute.

33.13 Institute Meetings and Conventions

Where operational requirements permit, the Council will grant leave without pay to an employee to attend meetings and conventions provided in the Constitution and By-Laws of the Institute.

33.14 Stewards Training Courses

- (a) Where operational requirements permit, the Council will grant leave without pay to employees appointed as Stewards by the Institute, to undertake training sponsored by the Institute related to the duties of a Steward.
- (b) Where operational requirements permit, the Council will grant leave with pay to employees appointed as Stewards by the Institute, to attend training sessions concerning Council-employee relations sponsored by the Council.

**

ARTICLE 34 – WORKFORCE ADJUSTMENT POLICY

34.01 The NRC Work Force Adjustment (WFA) 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.

ARTICLE 35 - AGREEMENT RE-OPENER

35.01 This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

ARTICLE 36 - DURATION AND RENEWAL

36.01 The duration of this collective agreement shall be from the date it is signed to 19 July 2014 and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

36.02 Signed at Ottawa, Ontario on this 11th day of the month of May 2009.

PROFESSIONAL INSTITUTE OF
THE PUBLIC SERVICE OF
CANADA

NATIONAL RESEARCH
COUNCIL CANADA

Gary Corbett

Louise Horton

Daniel Durand

Sherif Barakat

Paul Thorburn

Dan Wayner

Daryl Ka Don Wong

Bogdan Ciobanu

Christopher Williams

Carolyn Striez

Patricia Polowick

Caroline Parent

Suzelle Brosseau

Benoit Chartrand

SCHEDULE 1

**NATIONAL RESEARCH COUNCIL CANADA
RESEARCH OFFICER AND RESEARCH COUNCIL OFFICER
RATES OF PAY**

- A - Effective 20 July 2011 (all rates of pay increased by 1.75%)
- B - Effective 20 July 2012 (all rates of pay increased by 1.5%)
- C - Effective 20 July 2013 - Roll in Terminable Allowance (\$8,500)
- D - Effective 20 July 2013 (all rates of pay increased by 2%)

JRO/RCO-1

| | | | | | | | | |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|
| From: | 38,921 | 40,402 | 41,883 | 43,364 | 44,843 | 46,324 | 47,808 | 49,480 |
| A | 39,602 | 41,109 | 42,616 | 44,123 | 45,628 | 47,135 | 48,645 | 50,346 |
| B | 40,196 | 41,726 | 43,255 | 44,785 | 46,312 | 47,842 | 49,375 | 51,101 |
| C | 48,696 | 50,226 | 51,755 | 53,285 | 54,812 | 56,342 | 57,875 | 59,601 |
| D | 49,670 | 51,231 | 52,790 | 54,351 | 55,908 | 57,469 | 59,033 | 60,793 |

AsRO/RCO-2

| | | | | | | | | | |
|-------|--------|--------|----------|--------|----------|--------|----------|--------|--------|
| From: | 52,940 | 56,107 | 59,287 / | 62,456 | 65,629 / | 68,802 | 71,977 / | 74,500 | 76,723 |
| A | 53,866 | 57,089 | 60,325 / | 63,549 | 66,778 / | 70,006 | 73,237 / | 75,804 | 78,066 |
| B | 54,674 | 57,945 | 61,230/ | 64,502 | 67,780 / | 71,056 | 74,336 / | 76,941 | 79,237 |
| C | 63,174 | 66,445 | 69,730 / | 73,002 | 76,280 / | 79,556 | 82,836 / | 85,441 | 87,737 |
| D | 64,437 | 67,774 | 71,125 / | 74,462 | 77,806 / | 81,147 | 84,493 / | 87,150 | 89,492 |

AcRO/RCO-3

| | | | | | | | |
|-------|--------|----------|--------|----------|----------|----------|---------|
| From: | 78,944 | 81,167 / | 83,386 | 85,608 / | 87,829 / | 90,894 / | 93,454 |
| A | 80,326 | 82,587 / | 84,845 | 87,106 / | 89,366 / | 92,485 / | 95,089 |
| B | 81,531 | 83,826 / | 86,118 | 88,413 / | 90,706 / | 93,872 / | 96,515 |
| C | 90,031 | 92,326 / | 94,618 | 96,913 / | 99,206 / | 102,372/ | 105,015 |
| D | 91,832 | 94,173 / | 96,510 | 98,851 / | 101,190/ | 104,419/ | 107,115 |

SRO/RCO-4

| | | | | | | | | |
|-------|----------|----------|----------|----------|-----------|----------|----------|---------|
| From: | 96,015 / | 98,577 / | 101,135/ | 103,691/ | 106,255// | 108,815/ | 111,544/ | 114,275 |
| A | 97,695 / | 100,302/ | 102,905/ | 105,506/ | 108,114// | 110,719/ | 113,496/ | 116,275 |
| B | 99,160 / | 101,807/ | 104,449/ | 107,089/ | 109,736// | 112,380/ | 115,198/ | 118,019 |
| C | 107,660/ | 110,307/ | 112,949/ | 115,589/ | 118,236// | 120,880/ | 123,698/ | 126,519 |
| D | 109,813/ | 112,513/ | 115,208/ | 117,901/ | 120,601// | 123,298/ | 126,172/ | 129,049 |

PRO/RCO-5

| | | | | |
|-------|----------|----------|----------|---------|
| From: | 116,999/ | 119,730/ | 122,378/ | 125,067 |
| A | 119,046/ | 121,825/ | 124,520/ | 127,256 |
| B | 120,832/ | 123,652/ | 126,388/ | 129,165 |
| C | 129,332/ | 132,152/ | 134,888/ | 137,665 |
| D | 131,919/ | 134,795/ | 137,586/ | 140,418 |

For the class Junior Research Officer/Research Council Officer 1, semi-annual increments may be approved in the regular manner for competent research engineers and scientists.

The bar (/) between pay steps in a grade indicates the requirement for promotional action, when warranted.