THIS AGREEMENT **IS** EXECUTED IN SEVERAL COPIES, ANY ONE **OF** WHICH MAY BE CONSIDERED THE ORIGINAL,

THIS 25th DAY **OF** MAY 2005

between

The National Research Council Canada,
hereinafter known as the **"Council",**
of the first part,

and

the Research Council Employees' Association,
hereinafter known as the **"Association ",**
of the second part,

covering

Non-supervisory employees in the

OPERATIONAL CATEGORY

expiring

30 July 2007

06377 (09)

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Sidelines in the margins indicate changes from the previous agreement.

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PART I

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - APPLICATION

2.1 The provisions of this Agreement apply to the Association, the employees and the Council.

2.2 In this agreement, words importing the masculine gender shall include the feminine gender.

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

ARTICLE 3 - PURPOSE OF AGREEMENT

3.1 The purpose of this Agreement is to:

3.1.1 Set forth certain terms and conditions of employment which affect the employees covered by this Agreement;

3.1.2 Maintain harmonious and mutually beneficial relationships among the Council, the employees and the Association, and

3.1.3 Promote a high level of productivity and achievement by employees during the execution of their duties at the Council.

3.2 Both parties to this Agreement agree to do their utmost to promote a high level of productivity and achievement in a research environment by employees during the execution of their duties at the Council.

ARTICLE 4 - INTERPRETATION AND DEFINITIONS:

4.1 For the purpose of this Agreement,

4.1.1 "Association" means the Research Council Employees' Association;

4.1.2 "bargaining unit" means the employees of the Council described in article 1 of this Agreement.

4.1.3 a "common-law partner relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be the employee's spouse, and lives and intends to continue to live with that person as if that person were the employee's spouse.

4.1.4 "compensatory leave" means leave with pay in lieu of a payment as provided for in this collective agreement and such leave with pay will becomputed and credited to the employee at the same applicable overtime rate as if the overtime had been compensated monetarily;

4.1.5 "continuous service" and "continuous employment" have the same meaning as in the existing rules and regulations of the Council on the date of the signing of this Agreement;

4.1.6 the "Council", "Employer" or "NRC", means the National Research Council of Canada:

4.1.7 "daily rate of pay" means an employee's weekly rate of pay divided by five (5);

4.1.8 "day" means the period of twenty-four (24) consecutive hours commencing at 00:01 hours local time;

4.1.9 "day of rest" in relation to an employee means a day, other than a designated holiday, on which that employee is not ordinarily required to work other than by reason of being on leave of absence. An employee receives no pay for a day **of** rest unless required by the Council to work on such a day **or** unless the employee is entitled to pay on such a day under the provisions of this collective agreement;

4.1.10 "designated holiday" means,

i) in the case of a shift that does not commence and end on the same day, the twenty-four **(24)** hour period commencing from the time at which the shift commence on a day designated as a holiday in this Agreement;

ii) in any other case, the twenty-four **(24)** hour period commencing at 00:01 hours on a day designated as a holiday in this Agreement.

4.1.11 "double time" means twice **(2)** the straight-time rate;

4.1.12 "employee" means a person so defined in the ***Public Service Staff Relations Act,*** and who is a member of the bargaining unit;

4.1.13 "headquarters area" has the same meaning as given to the expression in the Travel Policy contained in the Council's Financial Management Manual **and** as may be amended from time to time:

4.1.14 "hourly rate of pay", "basic hourly rate of pay" and "straight-time rate" means the employee's weekly rate of pay divided by

thirty-seven decimal five **(37.5)** for employees working an average thirty-seven decimal five (37.5) hour work week and by forty **(40)** for employees working an average forty **(40)** hour work week;

4.1.15 an "increment" or "pay increment" is a salary increase from one salary step to the next higher step in the range of rates for any one of the classification levels in the Schedule of Pay;

4.1.16 "lay-off" means termination of services of an employee by the Council because of lack of work or because of the discontinuance **of** a service or a function:

4.1.17 'leave of absence" means permission to be absent from duty granted to an employee by an authorized officer of the Council;

4.1.18 "may" shall be regarded as permissive, "shall" and "will" as imperative and "should" as informative, only;

4.1.19 "membership dues" means the dues established pursuant to the constitution of the Association as the dues payable by employees as a consequence of their membership in the Association and shall not include any initiation fee, insurance premium or special levy;

4.1.20 "new employee" in this Agreement may, according to context, either refer to an employee who is appointed from outside the Council to the bargaining unit or from within the Council to the bargaining unit after the date on which this Agreement becomes effective;

4.1.21 "practicable" shall be regarded as "physically possible" and "practical" or "suitable" shall **be** regarded as "reasonable in the circumstances";

4.1.22 the "singular" shall include the "plural" and words in the plural shall include the "singular" unless a contrary intention is clearly indicated;

4.1.23 "steward" means an employee who is a representative of the Association subject to the limitations ***of*** this agreement (Appointment And Time **Off** For Stewards);

4 1.24 "time and one-half" means one and one-half (1 1/2) times the straight-time rate;

4.1.25 "week" for the purposes ***of*** this Agreement shall be deemed to commence at 00:01 hour on Monday and terminate at 24:00 hours on Sunday;

4.1.26 "weekly rate of pay" means an employee's annual rate of pay divided by **52.176;**

4.2 Except as otherwise provided in this Agreement, expressions used in this Agreement;

4.2.1 if defined in the ***Public Service Staff Relations Act,*** have the same meaning as given to them in the ***Public Service Staff Relations Act,*** and

4.2.2 if defined in the ***Interpretation Act,*** but not defined in the ***Public Service Staff Relations Act,*** have the same meaning as given to them in the ***Interpretation Act.***

ARTICLE 5 - PART-TIME EMPLOYEES

5.1 Definition

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

5.2 General

5.2.1 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees except that:

5.2.1.1 part-time employees shall be paid at the straight-time rate of pay for all hours of work performed up to the normal daily hours for a full-time employee;

and

at the applicable overtime rate of pay as specified by the Overtime article.

5.2.1.2 leave will only be provided

during those periods in which the employees are scheduled to perform their duties;

or

where it may displace other leave as prescribed by this agreement.

5.2.1.3 The days of rest provisions of this Agreement only apply on a day which is normally a day of rest for a full-time employee.

5.2.1.4 Notwithstanding the provisions of the Severance Pay article, an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of severance pay, have those completed years of part-time continuous employment reduced in *the* same proportion as the part-time weekly hours of work compare with the scheduled weekly hours of work of full-time

employees. For such an employee who is a part-time employee, on the date of termination of employment, the weekly rate of pay referred to in the Severance Pay article shall be the weekly rate of pay that the employee is being paid on termination of employment, adjusted to the full-time weekly rate.

5.2.1.5 A part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four decimal two five (4.25) percent for all straight-time hours during the period of part-time employment.

5.2.1.6 When a part-time employee is required to work on a day which is prescribed as a designated holiday for a full-time employee in the Designated Holidays article of this agreement, the employee shall be paid time and one-half (1 1/2) the straight-time rate of pay for all hours worked up to the regular daily schedule hours of work as specified by the relevant schedule for a full-time employee and double time (2) thereafter.

5.2.1.7 A part-time employee shall be eligible for a pay increment, on the first day of the month which is nearest to the anniversary date of the employee's appointment to his/her classification level.

5.2.1.8 Notwithstanding clause 5.2.1, there shall be no prorating of a day in Article 35.2, Bereavement Leave.

ARTICLE 6 - JOINT CONSULTATION

6.1 The parties to this Agreement acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions on matters of common

interest; such discussions will be without prejudice to the position that the Council or the Association may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements.

6.2 The Association recognizes the Council's right to make, alter and enforce, from time to time, rules and regulations applicable to employees, but such rules and regulations shall not be incompatible with either this Agreement or any federal enactment in force affecting employees. Before implementing proposed rules and regulations which would affect the employees covered by this Agreement, the Council shall make copies thereof available **to** the Association and when requested will meet with the Association to discuss the matter.

ARTICLE 7 - CHECK-OFF

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

7.2 The Association shall inform the Council in writing of the authorized monthly deduction to be checked off for each employee defined in clause 7.1.

7.3 For the purpose of applying clause 7.1, deductions from pay for each employee in respect of each month will start with the first full month of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Council shall not be

obligated to make these deductions from subsequent salary.

7.4 An employee who satisfies the Council by declaring in an affidavit filed with the Council that the employee is a member of a religious organization whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization as defined in the *Income Tax Act* equal to membership dues, shall not be subject to this article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.

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

7.6 The Association agrees to indemnify and save the Council harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Council.

ARTICLE 8 - INFORMATION

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

8.2 The Council shall make available a copy of this Agreement and a copy of any supplementary agreement that amends or changes this Agreement to every employee who is a member of the bargaining unit as of the date of the signing of this Agreement, and in addition,

each employee entering the bargaining unit shall be provided with a copy of this Agreement.

ARTICLE 9 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

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

9.2 With regard to purpose and importance, the Council may permit the Association to hold formal meetings on the premises of the Council outside **of** normal working hours.

9.3 The Council will continue its past practice of making available to the Association specific locations on its premises **for** the placement of bulk quantities of literature of the Association.

ARTICLE 10 - ILLEGAL STRIKES

10.1 The ***Public Service Staff Relations Act*** provides penalties for engaging in illegal strikes.

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

ARTICLE 11 - TIME-OFF FOR ASSOCIATION BUSINESS

11.1 Public Service Staff Relations Board Hearings

11.1.1 ***Complaints made to the Public Service Staff Relations*** Board pursuant to Section 23 of the ***Public Service Staff Relations Act***

11.1.1.1 Where operational requirements permit, the Council will grant leave with pay:

a. to an employee who makes a complaint on his or her own behalf, before the Public Service Staff Relations Board,

and

b. to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Association making the complaint.

11.1.2 Applications for Certification, Representations and Interventions with respect to Applications for Certification

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

a. to an employee who represents the Association in an application for certification or an intervention,

and

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

11.1.3 Employee called as a witness

11.1.3.1 The Council will grant leave with pay:

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

and

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

11.2 Arbitration Board Hearings, Conciliation Board Hearings and Alternate Dispute Resolution Process

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

11.2.2 Employee Called as a Witness

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

11.3 Adjudication

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

a. a party to the adjudication,

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

and

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

11.4 Meetings During the Grievance Process

11.4.1 ***Subject to operational requirements,***

a. when the Council originates a meeting with a grievor in his/her headquarters area, he or she will be granted leave with pay and "on-duty" status when the meeting is held outside the grievor's headquarters area;

b. when a grievor seeks to meet with the Council, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area:

c. when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

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

11.5 Meetings Between the Association and the Council

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

11.6 Stewards Training Courses

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

11.7 Classification of Status of Leave

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

ARTICLE 12 - APPOINTMENT AND TIME-OFF FOR STEWARDS

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

12.2 The Council and the Association shall determine the number of stewards having regard to the organization of the Council, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.

12.3 The Association shall notify the Council's Manager, Employee Relations, in writing of the appointment of each steward, but any employee so appointed by the Association shall not be recognized nor serve as a steward until such notification has been received in writing by the Council's Manager, Employee Relations.

12.4 A steward shall obtain the permission of the head of the Institute/Branch/Program/Technology Centre, or the permission of such person or persons as the Head of the Institute/Branch/Program/Technology Centre may designate, before leaving the work place to investigate complaints of an urgent nature within the steward's area of jurisdiction, or to meet with the head of the Institute/Branch/Program/ Technology Centre or such person or persons as the Council has designated to reply on the Council's behalf at the first level in the grievance procedure, or to attend meetings called by persons so designated in connection with the grievance procedure.

ARTICLE 13 - MANAGEMENT RIGHTS

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

ARTICLE 14 - STATE SECURITY

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

ARTICLE 15 - PRECEDENCE OF LEGISLATION

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

ARTICLE 16 - MEDICAL AND HOSPITAL INSURANCE

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

ARTICLE 17 - SAFETY AND HEALTH

17.1 The Council shall continue to make all reasonable provisions for the occupational safety and health of employees. The Council will welcome suggestions on the subject from the Association and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

17.2 All employees of the Council shall make every reasonable effort to reduce and obviate risk of employment injury. Where any employee of the Council

fails to obey a safety regulation issued by the Council, the employee may be subject to appropriate disciplinary action by the Council.

ARTICLE 18 - STANDARDS OF DISCIPLINE

18.1 In order of severity, the usual types of disciplinary action are as follows:

- oral reprimand,
- written reprimand
- suspension
- termination of employment

18.2 When an employee is required to attend a meeting, the purpose of which is to investigate a disciplinary matter concerning the employee or to render a disciplinary decision concerning the employee, the employee is entitled to have, upon request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting and shall be informed of the reason for it.

18.3 When an employee is suspended from duty or terminated due to a disciplinary infraction, the Council shall notify the employee, in writing, of the reason(s) for the suspension or termination. The Council shall endeavour to provide this written notification at the time of the suspension or termination.

18.4 When an employee feels aggrieved by the application of any disciplinary action which was applied, or in the employee's opinion was applied, to the employee by the Council, the employee may present a grievance in accordance with the Grievance Procedure Article of this Agreement.

18.5 Except in the case of an oral reprimand, the Council shall provide an employee with a written record of any disciplinary action taken by the Council against the employee after the date of signing of this Agreement, and such written record shall include the reason for the disciplinary action.

18.6 The Council agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

18.7 The Council agrees not to introduce as evidence in an adjudication hearing any document from the file of an employee where the employee was not aware of its existence:

18.7.1 at the time of requesting the services of an adjudicator

or

18.7.2 within a period of five (5) consecutive working days after the Council has been informed that the employee has requested the services of an adjudicator,

whichever occurs later.

18.8 Notice of disciplinary action which may have been placed on the Council staff file of an employee following the date of signing of this Agreement shall be removed from the Council staff file of the employee after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during the two (2) year period. This two (2) year period will automatically be extended by the length of any period of leave without pay in excess of three (3) months.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 In cases of alleged misinterpretation or misapplication arising out of 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, the grievance procedure will be in accordance with Section 6.0 of Appendix " E of the National Joint Council by-laws.

19.2 Subject to and as provided in Section 91(1), of the ***Public Service Staff Relations Act,*** any employee who feels to be aggrieved by the interpretation or application in respect of the employee of a provision of a statute, or of a regulation, by-law, direction, or other instrument made or issued by the Council, dealing with terms and conditions of employment, or as a result of any other occurrence or matter affecting the employee's terms and conditions of employment, other than those arising out of the classification process, is entitled to present a grievance in the manner prescribed in clause 19.5 except that, if there is another administrative procedure applicable to the employee provided by or under any Act of Parliament to deal with the employee's specific complaint, such procedure must be followed.

19.3 An employee may discuss a complaint with a representative from management before presenting a grievance.

19.4 An employee may submit a grievance on a document other than the grievance form which may be supplied by the Council.

19.5 An employee who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance to the representative of the Council authorized to deal with grievances on the Council's behalf at level one (1) of the grievance procedure applicable to employees of the Council, who shall provide the employee with a receipt stating the date on which the grievance was received.

19.6 An employee may be assisted by, and/or represented by the Association when presenting a grievance at any level.

19.7 Notwithstanding the contents of clause 19.6, an employee is not entitled to present any grievance relating to the interpretation or application in respect of the employee of a provision of a Collective Agreement or Arbitral Award unless the employee has the approval of and is represented by the Association, or any grievance relating to any action taken pursuant to an instruction, direction or regulation given or made as described in Section 113 of the Public Service Staff Relations Act.

19.8 An employee cannot be represented by any employee organization other than the Association in the presentation or reference to adjudication of a grievance.

19.9 The Council shall designate a representative authorized to reply on the Council's behalf at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the person to whom a grievance is to be presented in accordance with this grievance procedure. This information shall be communicated to employees by means of notices posted by the Council in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies.

19.10 The number of levels in the grievance procedure prescribed for the Institute/Branch/Program/Technology Centre in which the employee works shall apply to the employee.

19.11 All levels in the grievance procedure except the final level may be bypassed by the mutual consent of the Council, the employee and when applicable the Association.

19.12 An employee may present a grievance to the first level of the grievance procedure in the manner prescribed in clause **19.5,** not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing or on which the employee first had good reason to be aware of the action or circumstance giving rise to such grievance.

19.13 At the request of an employee who has presented a grievance, the Association shall have the right to consult with the person designated to reply on the Council's behalf at the level of the grievance procedure to which the grievance has been presented for reply. Only at the final level will the Association be obliged to request such consultation by letter.

19.14 The grievor shall be allowed to be present at each or any level of the grievance procedure wherein the process of consultation between the Council and the Association is utilized.

19.15 An employee may present a grievance for consideration at each succeeding level in the grievance procedure beyond the first level either:

19.15.1 when the decision or settlement is not satisfactory to the employee, within ten **(10)** days after that decision or settlement has been conveyed in writing to the employee by the Council, but the employee shall not be entitled to do so after the said ten **(10)** days have elapsed, or

19.15.2 when the employee does not receive a decision within fifteen **(15)** days, the employee may present the grievance for consideration at the next higher level within fifteen **(15)** days after the last day the employee was entitled to receive a reply, but the employee shall not be entitled to do **so** after the said fifteen **(15)** days have elapsed.

19.16 The Council shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within fifteen (15) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level.

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

19.18 The decision given by the Council at the final level of the grievance procedure shall be final and binding upon the employee unless the grievance is referred to adjudication in accordance with section 92(1) of the ***Public Service Staff Relations Act.***

19.19 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.

19.20 When the provisions of clause 19.5 cannot be complied with and it is necessary for the employee to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Council on the day it is delivered to the appropriate office concerned. Similarly, the Council shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Council's reply was delivered to the address shown on the grievance form. In relation to this clause both the employee and the Council shall use registered mail.

19.21 The time limits stipulated in this procedure may be extended by mutual agreement between the Council, the grievor, and where appropriate, the Association representative.

19.22 When the Council, as a result of disciplinary action, discharges an employee, the grievance procedure set forth in this Agreement shall apply except that

19.22.1 the grievance may be presented at the final level only, subject to mutual consent as stated in clause 19.11;

19.22.2 the twenty **(20)** day time period within which the Council is to reply at the final level may be extended to a maximum **of** forty **(40)** days, by mutual agreement of the Council the grievor and, where appropriate, an authorized representative of the Association.

19.23 An employee who has filed a grievance may abandon such grievance by written notification to the designated officer of the Council responsible to reply on behalf of the Council at level one (1) of the grievance procedure.

19.24 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Council, and after consultation with the Association, the employee was unable for reasons beyond the employee's control, to comply with the prescribed time limits.

19.25 **No** person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat **of** dismissal or by any other kind of threat, to cause an employee to abandon a grievance or refrain from exercising an employee's right to present a grievance, as provided in this Agreement.

19.26 When an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:

19.26.1 the interpretation or application in respect of the employee of a provision of this Agreement or a related arbitral award, or

19.26.2 disciplinary action resulting in discharge, suspension or financial penalty,

and the employee is not satisfied with the outcome of the grievance, the employee may refer the grievance to adjudication in accordance with the provisions of the ***Public Service Staff Relations Act*** and Regulations.

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

19.27.1 its approval of the reference of the grievance to adjudication, and

19.27.2 its willingness to represent the employee in the adjudication proceedings.

ARTICLE 20 - RESERVED

ARTICLE 21 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

21.1 An employee shall be given an opportunity to sign any formal review of his/her performance and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his/her duties in his/her current position which are placed on his/her personal file, to indicate that its contents have been read. The employee's signature shall not indicate his/her concurrence with the statements.

21.2 A copy of the formal review and/or reports shall be provided to the employee.

21.3 An employee has the right to make written comments to be attached to the performance review and/or adverse reports.

21.4 The personnel file of an employee may be accessed by the employee at least once a year in the presence of a person approved by the Council, provided that the employee so requests it in writing.

ARTICLE 22 - NATIONAL JOINT COUNCIL AGREEMENTS

22.1 Subject to the National Joint Council By-Laws, agreements concluded by the National Joint Council of the Public Service n 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 Staff Relations Act (PSSRA)*** and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act prescribed in Schedule III of the ***PSSRA.***

22.2 NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the Public Service Staff Relations Board has made a ruling pursuant to (c) of the NJC Memorandum of Understanding which became effective December 6, 1978

22.3 The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the National Research Council Canada, form part of this Agreement:

Bilingualism Bonus Directive

Commuting Assistance Directive

Hazardous Substances Directive

Personal Protective Equipment and Clothing Directive

Relocation – Integrated Relocation Program Directive

Travel Directive

Isolated Posts and Government Housing Directive

Foreign Service Directives

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

22.5 Grievances in regard to the above directives shall be presented in accordance with clause 19.1 of the Grievance Procedure article of this Agreement.

ARTICLE 23 - RESIGNATION (A LETTER)

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

ARTICLE 24 - RESERVED

ARTICLE 25 - RESERVED

ARTICLE 26 - RESERVED

ARTICLE 27 - RESERVED

ARTICLE 28 - RESERVED

ARTICLE 29 - RESERVED

PART II

ARTICLE 30 - LEAVE GENERAL

30.1 For purposes of earned leave credits or other leave entitlements, a day shall be equal to seven decimal five (7.5) hours for employees to whom Schedules 1 and 2 (Supervisory) and 1, 2, 4, 5, and 6 (Non-supervisory) of the Pay Schedules apply or eight (8) hours for employees to whom Schedules 3 (Supervisory) and 3 (Non-supervisory) of the Pay Schedules apply.

30.2 When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

30.3 Notwithstanding the above, Article 35.2 Bereavement Leave, a day will mean a calendar day.

30.4 When an employee has been permitted to liquidate more vacation or sick leave with pay than the employee has earned and the employee's employment is terminated by death, the employee shall be considered to have earned such leave.

30.5 When an employee has been permitted to liquidate more vacation or sick leave with pay than the employee has earned, and the employee's employment is terminated by layoff, the employee shall be considered to have earned such leave if at the time of lay-off the employee has completed two (2) or more years of continuous service. Following notice of lay-off, an employee is entitled to liquidate earned leave only.

30.6 The amount of leave with pay credited to an employee by the Council at the time when this Agreement becomes effective, or at the time when the employee becomes subject to this Agreement, shall be retained as leave by the employee, except as provided for in those clauses providing for the liquidation of compensatory leave.

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

30.8 An employee is not entitled to leave with pay during periods of leave without pay or when the employee is under suspension.

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

ARTICLE 31 - VACATION LEAVE

31.1 Accumulation of Vacation Leave Credits

31.1.1 An employee shall earn in respect of each fiscal year, annual vacation leave with pay at the following rates for each calendar month in which the employee receives at least ten (10) days' pay:

31.1.1.1 one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's eighth (8th) year of service occurs;

31.1.1.2 one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth (8th) anniversary of service occurs;

31.1.1.3 one and ten-twelfths (1 10/12) days commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;

31.1.1.4 one and eleven-twelfths (1 11/12) days commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;

31.1.1.5 two and on-twelfth (2 1/12) days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

31.1.1.6 two and one-quarter (2 1/4) days commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs:

31.1.1.7 two and one-half (2 1/2) days commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

31.2 Granting of Vacation Leave

31.2.1 Both parties agree that although vacation leave credits are earned as a matter of right, the scheduling and granting of such leave must be authorized in advance by the Council before such leave is taken. The scheduling and granting of vacation leave should be so arranged as to adequately meet the operational requirements of the Council.

31.2.2 Subject to 31.2.1, an employee may:

31.2.2.1 during the first six (6) calendar months of employment be granted vacation leave up to the amount of earned credits;

31.2.2.2 after the first six (6) calendar months of employment be granted vacation leave in excess of the earned credits but only to the extent of credits that would

accumulate to the end of the fiscal year concerned.

31.2.3 If an employee has used more vacation leave than he/she has earned and his/her services are terminated for a reason other than death, or lay-off with two (2) or more years of continuous service, the salary overpayment resulting from the use of unearned vacation leave shall be recovered from the employee by the Council.

31.2.4 The Council shall give an employee as much notice as practicable and reasonable of approval, disapproval or cancellation of a request for vacation leave.

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

31.3.1 is granted bereavement leave, or

31.3.2 is granted special leave with pay because of illness in the immediate family, or

31.3.3 is granted sick leave supported by a medical certificate,

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

31.4 Carry-Over Provisions

31.4.1 When in any fiscal year an employee has not been granted all of the vacation leave credited to him/her, the unused portion of his/her vacation leave shall be carried over into the following fiscal year.

31.5 Liquidation of Vacation Leave

31.5.1 Upon application by the employee and at the discretion of the Council, earned but unused Vacation leave credits in excess of fifteen (15) days may be paid at the employee's daily rate of pay as calculated from the employee's classification.

31.6 Recall/Cancellation of Vacation Leave

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

31.6.1.1 in proceeding to his/her place of duty, and

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

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

31.6.3 When the Council cancels or alters a period of vacation leave which it has previously approved in writing, the Council shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in

respect of that period, subject to the presentation of such documentation as the Council may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Council.

31.7 Leave when Employment Terminates

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

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

31.7.3 An employee whose employment is terminated by reason of abandonment of position is entitled to receive the payments referred to in sub-clause 31.8.1 above if he/she so requests them in writing within six (6) months following the date upon which his/her employment is terminated by a declaration by the Council.

31.8 Advance Payment

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

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

31.9 Continuous/ Discontinuous Service

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

31.9.2 Grandfathering Provision

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

ARTICLE 32 - DESIGNATED HOLIDAYS

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

(a) New Year's Day,

(b) Good Friday,

(c) Easter Monday,

(d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,

(e) Canada Day,

(f) Labour Day,

(g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,

(h) Remembrance Day,

(i) Christmas Day,

(j) Boxing Day, and

(k) one additional day in each year that, in the opinion of the Council, is recognized to be a provincial or civic holiday

in the area in which the employee is employed or in any area where, in the opinion of the Council no such day is recognized as a provincial or civic holiday, the first Monday in August, and

(l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

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

32.3 Holiday Falling on a Day of Rest

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

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

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

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

32.4 Remuneration for Work on a Designated Holiday

32.4.1 Where an employee is required by the Council to work on a holiday the employee shall be paid, in addition to

the pay the employee would have been granted had the employee not worked on the holiday,

32.4. .1 time and one-half for all hours worked to a maximum of the employee's normal daily scheduled hours of work; and

32.4. .2 double time for all hours worked in excess of the employee's normal daily scheduled hours of work.

32.4.2 Upon request and with the approval of the Council an employee shall be granted a day of leave with pay at a later date in lieu of the designated holiday and pay at time and one-half and double time as the case may be, for all hours worked, in accordance with the provisions of sub- clause 32.4.1.

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

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

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

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

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

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

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

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

or

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

32.5 Meal Allowance

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

32.5.2 An employee who is required to work fifteen (15) or more consecutive hours on a designated holiday and does so, shall be reimbursed, in addition to the meal allowance provided in sub-clause 32.5.1, for one additional meal in the amount of ten dollars and fifty cents ($10.50).

32.5.3 The amounts specified in sub-clauses 32.5.1 and 32.5.2 shall not be paid where free meals are provided by the Council.

32.5.4 Reasonable time with pay, to be determined by the Council, shall be allowed the employee in order that the

employee may take a meal break either at or adjacent to the employee's place of work.

32.5.5 This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 33 - RELIGIOUS OBSERVANCE

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

33.2 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

33.3 Notwithstanding clause 33.2, at the request of the employee and at the discretion of the Council, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six **(6)** months, at times agreed to by the Council. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Council.

33.4 An employee who intends to request leave or time off under this Article must give notice to the Council as far in advance as possible but not later than four (4) weeks before the requested period of absence.

ARTICLE 34 - SICK LEAVE

34.1 Credits

34.1.1 An employee shall earn sick leave credits at the following rate,

34.1.1.1 one and one-quarter (1 1/4) days for each calendar month in which the employee has received pay for at least ten (10) days

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

34.1.2 A shift worker shall earn additional sick leave credits at the rate of one-sixth (1/6) of a day for each calendar month during which he or she works shifts and he or she receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used fifteen (15) sick leave credits during the current fiscal year.

34.2 Granting of Sick Leave

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

34.2.1.1 the employee satisfies the Council of this condition in such a manner and at such time as may be determined by the Council, and

34.2.1.2 the employee has the necessary sick leave credits.

34.2.2 Unless otherwise informed by the Council, a statement signed by the employee stating that because of his/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 34.2.1.1;

34.2.2.1 if the period of leave requested does not exceed five (5) working days, and

34.2.2.2 on the understanding that in any given fiscal year, the employee may be granted up to a maximum of ten (10) days' sick leave wholly on the basis of statements signed by the employee.

34.2.3 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

34.3 Advance of Credits

34.3.1 When an employee has insufficient credits to cover granting of sick leave with pay under the provisions of clause 34.2, sick leave with pay may, at the discretion of the Council, be granted

34.3.1.1 for a period of up to twenty-five (25) working days if the employee is awaiting a decision on an application for injury-on-duty leave, or

34.3.1.2 for periods of up to fifteen (15) working days 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 fifteen (15) days,

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

recovered by the Council from the employee by other means.

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

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

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

ARTICLE 35 - OTHER LEAVE WITH OR WITHOUT PAY

35.1 General

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

35.1.2 At its discretion, the Council may grant leave with or without pay for purposes other than those specified in this Agreement. Any period of leave without pay of more than three (3)

months granted under this clause for reasons other than illness, shall be deducted from the calculation of continuous employment or service as applicable, for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

35.2 Bereavement Leave

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

35.2.2 When a member of an employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral or memorial commemorating the deceased. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

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

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

35.2.5 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances; 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 35.2.2 and 35.2.3.

35.3 Examination Leave

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

35.4 Court Leave

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

35.4.1.1 to be available for jury selection; or

35.4.1.2 to serve on a jury; or

35.4.1.3 by subpoena or summons to attend as a witness in any proceeding held

(a) in or under the authority of a court of justice or before a grand jury of Canada;

(b) before a court, judge, justice, magistrate or coroner of Canada;

(c) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his/her position;

(d) before a legislative council, legislative assembly *or* house of assembly, or any committee thereof that is authorized by Canadian law to compel the attendance of witnesses before it; or

(e) before an arbitrator or umpire or a person or body of persons authorized by Canadian law to make an inquiry and to compel the attendance of witnesses before it.

35.5 Injury-on-Duty Leave

35.5.1 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Council where it is determined by a provincial Workmen's

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

35.5. .1 personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct,

35.5. .2 sickness resulting from the nature of his/her employment,

35.5.1.3 over-exposure to radio-activity or other hazardous conditions in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received for loss of pay in settlement of any claim the employee may have in respect of such injury, sickness or exposure provided however that such amount does not stem from a personal disability policy for which the employee or his/her agent has paid the premium.

35.5.2 When the absence, as a result of injury-on-duty, is less than the applicable Provincial Workmen's Compensation Board waiting period, an employee may be granted injury-on-duty leave during the applicable waiting period providing the employee satisfies the Council that he/she was unable to perform his/her duties.

35.6 Personnel Selection Leave

35.6.1 Where an employee participates in a personnel selection process for a position in the Public Service, as defined in the ***Public Service Staff Relations Act,*** the Council shall grant leave of absence with pay for the period

during which the employee's presence is required for purposes of the selection process, and for such further period as the Council considers reasonable for the employee to travel to and from the place where his/her presence is so required, provided said place is within the employee's headquarters area.

35.7 Maternity Leave Without Pay

35.7.1 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 seventeen **(17)** weeks after the termination date of pregnancy.

35.7.2 Notwithstanding sub-clause 35.7.1 above:

35.7.2.1 where the employee's new-born child is hospitalized within the period defined in sub-clause 35.7.1 above;

and

35.7.2.2 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 sub-clause 35.7.1 above may be extended beyond the date falling seventeen (17) 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 seventeen (17) weeks.

35.7.3 The extension described in sub-clause 35.7.2 above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

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

35.7.5 An employee who has not commenced maternity leave without pay may elect to:

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

35.7.5.2 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.

35.7.6 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.

35.7.7 Leave granted under this clause shall be counted for the calculation **of** "continuous employment" or "service" as applicable for the purpose of calculating severance pay and

vacation leave. Time spent on such leave shall be counted for pay increment purposes.

35.8 Maternity Allowance

35.8.1 An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit **(SUB)** Plan described in paragraph 35.8.3, provided that she:

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

35.8.1.2 provides the Council with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the Employment Insurance Act in respect of insurable employment with the Council,

and

35.8.1.3 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) upon her return to work, as described in section (a), should she claim the full or only a portion of weeks of maternity allowance she **is** entitled to, she will work a number of hours paid at straight

time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by the number of weeks for which the allowance was paid;

(c) should she fail to return to work in accordance with section (a) with an Employer described in Schedule 1 of the ***Public Service Staff Relations 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 section (b), 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 section (b) with an Employer described in Schedule 1 of the ***Public Service Staff Relations 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 section (b), 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:

(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 1 Employer of the Public Service Staff Relations Act within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (b).

35.8.2 For the purpose of sub-clause 35.8.1.3 (b) and (d) periods of leave with pay shall count as time worked.

35.8.3 Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

35.8.3.1 where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period:

and

35.8.3.2 for each week that the employee receives a pregnancy benefit pursuant to section 22 of the Employment Insurance Act, the difference between the gross weekly amount of the EI benefit she is eligible to receive and ninety-three percent (93%) of her

weekly rate of pay less any other moneys earned during this period.

35.8.4 The maternity allowance to which an employee is entitled is limited to that provided in sub-clause 35.8.3 and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the ***EI Act.***

35.8.5 The weekly rate of pay referred to in sub-clause 35.8.3 shall be:

35.8.5.1 for a full-time employee, the employee's weekly rate **of** pay on the day immediately preceding the commencement **of** maternity leave without pay;

35.8.5.2 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 leave, the rate obtained by multiplying the weekly rate of pay in sub-clause 35.8.5.1 by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

35.8.6 The weekly rate of pay referred to in sub-clause 35.8.5 shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

35.8.7 Notwithstanding sub-clause 35.8.6, and subject to sub-clause 35.8.5.2, if, on the day immediately preceding the commencement of

maternity leave without pay, an employee has been on an acting assignment for at least four **(4)** months, the weekly rate shall be the rate she was being paid on that day.

35.8.8 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.

35.8.9 Maternity allowance payments made under the **SUB** Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

35.9 Special Maternity Allowance for Totally Disabled Employees

35.9.1 An employee who:

35.9.1.1 fails to satisfy the eligibility requirement specified in sub-clause 35.8.1.2 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 El maternity benefits;

and

35.9.1.2 has satisfied all of the other eligibility criteria specified in sub-clause 35.8.1 except 35.8.1.2 and 35.8.1.3;

shall be paid, in respect of each week of maternity allowance not received for the reason described in sub-clause 35.9.1.1, the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, LTD Plan or via the ***Government Employees Compensation Act.***

35.9.2 An employee shall be paid an allowance under this clause and under clause 35.8 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the ***EI Act*** had she not been disqualified from **EI** maternity benefits for the reasons described in sub-clause 35.9.1.1 above.

35.10 Maternity-Related Reassignment or Leave

a. An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Council to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may poses a risk to her health or that of the foetus or child.

b. An employee's request under sub-clause (a) above must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependant upon the particular circumstances of the request, the Council may obtain an independent medical opinion.

c. An employee who has made a request under sub-clause (a) above is entitled to continue in her current job while the Council examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Council:

i. modifies her job functions or reassigns her,

or

ii. informs her in writing that it **is** not reasonably practicable to modify her job functions or reassign her.

d. Where reasonably practicable, the Council shall modify the employee's job functions or reassign her.

e. Where the Council concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Council shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four **(24)** weeks after the birth.

f. An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two **(2)** weeks notice in writing to the Council of any change in duration of the risk **or** the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot

be given. Such notice must be accompanied by a new medical certificate.

35.11 Parental Leave Without Pay

35.11.1 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 below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to thirty-five (35) consecutive weeks, or thirty-seven (37) consecutive weeks where the employee is subject to a waiting period referred to in 35.12.3.1 beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.

35.11.2 Notwithstanding paragraph 35.11.1:

35.11.2.1 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

35.11.2.2 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 fifty-two (52) weeks after the day on which the child comes into the employee's care.

35.11.3 An employee who intends to request parental leave without pay shall notify the Council at least four (4) weeks in advance of the expected commencement of the leave.

35.11.4 The Council may:

35.11.4.1 defer the commencement of parental leave without pay at the request of the employee;

35.11.4.2 grant the employee parental leave without pay with less than four **(4)** weeks' notice;

35.11.4.3 require an employee to submit a birth certificate or proof of adoption of the child.

35.11.5 Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-five (35) weeks, or thirty-seven (37) weeks where they are subject *to* a waiting period referred to in 35.12.3.1, 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 of the ***Public*** Service Staff ***Relations*** Act.

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

35.12 Parental Allowance

35.12.1 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 35.12.3 to 35.12.9, providing he or she:

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

35.12.1.2 provides the Council with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the ***Employment Insurance Act*** in respect of insurable employment with the Council,

and

35.12.1.3 has signed an agreement with the Council stating that:

(a) the employee will return to work on the expiry date of his/her parental leave without pay, unless this date is modified with the Council's consent;

(b) upon his or her return *to* work, as described in section (a), should the employee claim the full or only a portion of weeks of parental allowance he/she is entitled to, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week

on which the parental allowance was calculated by the number of weeks for which the allowance was paid, in addition to the period of time referred to in section 35.8.1.3 (b), if applicable;

(c) should he or she fail to return to work in accordance with section (a) with an Employer described in Schedule 1 of the ***Public Service Staff Relations 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 section (b), or having become disabled as defined in the ***Public*** Service ***Superannuation Act,*** he or she will be indebted to the Council for the full amount of the parental allowance he or she has received:

(d) should he or she return to work but fail to work the total number of hours as specified in section (b) with an Employer described in Schedule 1 of the ***Public Service Staff Relations 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 section (b), or having become disabled as defined in the ***Public Service Superannuation Act,*** he or she 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 1 Employer of the ***Public Service Staff Relations Act*** within a period of five days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (b).

35.12.2 For the purpose of sections 35.12.1.3 (b) 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 eighteen (18) month period referred to in section 35.12.1.3 (b).

35.12.3 Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

35.12.3.1 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/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

35.12.3.2 other than as provided in subparagraph 35.12.3.3 below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the ***Employment Insurance Act,*** the difference between the gross weekly amount of the ***Employment Insurance*** parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period;

35.12.3.3 where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the ***Employment Insurance Act,*** the parental allowance payable under the **SUB** Plan described in subparagraph 35.12.3.2 will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the ***El Act.***

35.12.4 At the employee's request, the payment referred to in subparagraph 35.12.3.1 will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of El parental benefits.

35.12.5 The parental allowance to which an employee is entitled is limited to that provided in paragraph 35.12.3 and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the ***Employment Insurance Act.***

35.12.6 The weekly rate of pay referred to in paragraph 35.12.3 shall be:

35.12.6.1 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;

35.12.6.2 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 subparagraph 35.12.6.1 by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

35.12.7 The weekly rate of pay referred to in paragraph 35.12.6 shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

35.12.8 Notwithstanding paragraph 35.12.7, and subject to subparagraph 35.12.6.2, if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four **(4)** months, the weekly rate shall be the rate the employee was being paid on that day.

35.12.9 Where an employee becomes eligible for **a** pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.

35.12.10 Parental allowance payments made under the **SUB** Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

35.13 Special Parental Allowance *for* Totally Disabled Employees

35.13.1 An employee **who:**

35.13.1.1 fails to satisfy the eligibility requirement specified in sub-clause 35.12.1.2 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 parental benefits:

and

35.13.1.2 has satisfied all of the other eligibility criteria specified in sub-clause 35.12.1 except sub-clauses 35.12.1.2 and 35.12.1.3

shall be paid, in respect **of** each week **of** benefits under the parental allowance not received for the reason described in sub-clause 35.13.1.1' the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her

weekly disability benefit under the **DI** Plan, the LTD Plan or via the ***Government Employees Compensation Ad.***

35.13.2 An employee shall be paid an allowance under this clause and under clause 35.12 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to section 23 of the *EI Act*, had the employee not been disqualified from **EI** parental benefits for the reasons described in sub-clause 35.13.1.1 above.

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

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

35.14.1.1 an employee shall notify the Council in writing four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

35.14.1.2 leave granted under this sub-clause shall be for a minimum period of six (6) weeks;

35.14.1.3 the total leave granted under this sub-clause shall not exceed (5) years during an employee's total period **of** employment in the Public Service;

35.14.1.4 leave granted under this clause for a period of more than three (3) months shall be deducted for the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the calculation of vacation leave;

35.14.1.5 time spent on such leave shall not be counted for pay increment purposes.

35.14.2 At the discretion of the Council, an employee who has proceeded on leave without pay under this clause, may change his or her return to work date.

35.15 Leave Without Pay for Personal Needs

35.15.1 Leave without pay will be granted for personal needs, in the following manner:

35.15.1.1 Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.

35.15.1.2 Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.

35.15.1.3 An employee is entitled to leave without pay for personal needs only once under each of 35.15.1.1 and 35.15.1.2 of this clause during his/her total period of employment in the Public Service. Leave

without pay granted under this clause may not be used in combination with maternity, or parental leave without the consent of the Council.

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

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

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

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

35.17 Leave with Pay for Family-Related Responsibilities

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

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

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

However, when alternate arrangements are not possible an employee shall be granted up to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself/herself, 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;

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

35.17.2.3 two (2) days' 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) periods and granted on separate days.

35.17.3 The total leave with pay which may be granted under sub-clause 35.17.2.1, 35.17.2.2 and 35.17.2.3 shall not exceed five (5) days in a fiscal year.

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

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

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

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

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

35.18.2.3 the total leave granted under this Article shall not exceed five (5)

years during an employee's total period of employment in the Public Service;

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

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

35.19 Marriage Leave with Pay

35.19.1 After the completion of one **(1)** year's continuous employment in the Public Service, and providing an employee gives the Council at least five (5) calendar days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.

35.20 Volunteer Leave

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

35.20.2 The leave shall be scheduled at a time convenient both **to** the employee and the Council. Nevertheless, the Council shall make every reasonable effort to grant the leave as such time as the employee may request.

35.21 Personal Leave

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

35.21.2 The leave shall be scheduled at a time convenient both to the employee and the Council. Nevertheless, the Council shall make every reasonable effort to grant the leave as such time as the employee may request.

35.22 Medical Appointment for Pregnant Employees

35.22.1 Up to half a day of reasonable time off with pay for each appointment will be granted to pregnant employees for the purpose of attending routine medical appointments.

35.22.2 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

35.23 Other Leave with Pay

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

35.23.1.1 at its discretion, the Council may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, and emergencies affecting the community or place of work;

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

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

35.24 Leave With Pay or Without Pay for Other Reasons

35.24.1 At its discretion, the Council may grant leave with or without pay for purposes other than those specified in this Agreement. Any period of leave without pay of more than three (3) months 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 for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 36 - HOURS OF WORK

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

36.2 Regular Day Work

36.2.1 Except as provided in clause 36.3 an employee shall perform his/her normally scheduled duties and responsibilities on a daily basis between the hours of 07:00 and 18:00 hours local time, and on a weekly basis from Monday to Friday inclusive with Saturday and Sunday as days of rest, in accordance with the following:

36.2.1.1 employees to whom Schedule 3 (supervisory) and 3 (non-supervisory) of the pay schedules apply shall work five (5) eight ***(8)*** hour work days (a forty **(40)** hour work week), exclusive of the applicable mid-day meal break;

36.2.1.2 employees to whom Schedules 1 and 2 (supervisory) and 1, 2, 4, 5 and 6 (non-supervisory) **of** the pay schedules apply shall work five (5) seven decimal five **(7.5)** hour work days (a thirty-seven decimal five (37.5) hour work week), exclusive of the applicable mid-day meal break.

36.3 Shift Work

36.3.1 Notwithstanding clause 36.2, where hours of work are scheduled for employees to whom Schedule 3 of the Supervisory or Non-Supervisory Pay Schedules apply, who work on a continuous operation, on a rotating shift schedule or on an irregular relief

(maintenance) shift basis, they shall be scheduled so that employees:

36.3.1.1 work one hundred sixty **(160)** hours on the basis of twenty **(20)** days on duty and eight **(8)** days of rest over a given work cycle of twenty-eight **(28)** consecutive and contiguous calendar days, and

36.3.1.2 are assigned to the continuous rotating shift schedule, and work a twelve **(12)** hour shift daily, or

36.3.1.3 are assigned to the irregular relief (maintenance) shift schedule, work an eight *(8)* hour shift daily exclusive of the applicable mid-shift break.

36.3.1.4 The parties recognize that, owing to operational requirements it will be necessary, from time to time for periods of varying duration *to* change the assignment of an employee from alternative 36.3.1.2 to alternative 36.3.1.3 and from 36.3.1.3 to 36.3.1.2.

36.3.2 Notwithstanding clause 36.2, an employee to whom Schedule 2 of the Supervisory or Non-Supervisory Pay Schedules applies, shall perform his/her normally scheduled duties and responsibilities on a daily basis between the hours of 06:00 and 24:00 hours local time, and on a weekly basis from Monday to Friday inclusive, with Saturday and Sunday as days of rest.

36.3.3 When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

(a) on the day it commenced where half (1/2) or more of the hours worked fall on that day;

(b) on the day it terminates where more than half (1/2) of the hours worked fall on that day.;

36.3.4 Accordingly, the first (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

36.3.5 The Council shall make every reasonable effort **to** give an employee at least *two* (2) consecutive days **of** rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday and may be in separate calendar weeks.

36.3.6 The Council shall make every reasonable effort:

(a) not to schedule the commencement of a shift within eight **(8)** hours **of** the completion of the employee's previous shift; and

(b) to avoid excessive fluctuations in hours of work.

36.4 Scheduling of shifts

36.4.1 Schedules of hours of work, which cover the normal work requirements: shall be posted by the Council at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Council shall, where practical, arrange schedules which will remain in effect for periods of not less than twenty-eight *(28)* calendar days.

36.4.2 When an employee who is assigned to work on a rotating shift basis is required to change his or her position on the schedule without five (5) calendar days notice in advance of the starting time of the change, he or she shall be paid for the first (1st) changed shift he or she works at the rate of time and one-half (1 %). Subsequent shifts worked, as part of the change and the shifts worked upon return to the original schedule shall be paid for at straight-time rate.

36.4.3 Notwithstanding Clause 36.4.2, an employee covered by Schedule 3 who is assigned to work on an irregular relief (maintenance) shift basis, who is required by the Council to work a 12 hour shift without forty-eight **(48)** hours' notice in advance of the starting time of the change, shall be paid for the first (1st) changed shift he or she works at the rate of time and one-half (1 ½). Subsequent shifts worked, as part of the change and the shifts worked upon return to the original schedule shall be paid for at straight-time rate.

36.4.4 Formally Recorded Shift Exchange

36.4.4.1 Provided a minimum of five (5) days' advance notice is given and with the approval of the

Council, employees may exchange shifts if there is no increase in cost to the Council. Under this sub-clause shift exchanges are officially recorded on the relevant work schedule. Employees who are patty to a shift exchange must assume the responsibilities accordingly.

36.4.5 Shift Exchange on Short Notice

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

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

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

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

36.8 Variable Hours of Work (VHW)

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

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

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

36.8.4 The scheduled hours of work of any day as set forth in a variable schedule specified in

clause 36.8.6 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Council and the daily hours of work shall be consecutive.

36.8.5 Such schedules shall provide an average of thirty seven decimal five (37.5) hours of work per week over the life of the VHW schedule.

36.8.6 The maximum life *of* a VHW schedule shall be six (6) months.

36.8.7 Whenever the variable hours of work schedule changes or is terminated, all appropriate adjustments will be made.

36.8.8 Specified Application of this Agreement

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

a. Interpretation and Definitions

"Daily rate of pay" – shall not apply

b. Overtime

Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on regular working days or on days **of** rest at time and three-quarters **(1** ¾).

c. Designated Holidays

i. **A** designated paid holiday shall account for seven decimal five (7.5) hours.

ii. When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in sub-paragraph (i), at time and one-half (1 %) up to his or her regular scheduled hours of work and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

d. Travelling

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

e. Acting Pay

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

f. Scheduled Hours of Work

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

ARTICLE 37 - REST PERIODS

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

ARTICLE 38 - CLEAN-UP TIME

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

ARTICLE 39 - SHIFT AND WEEKEND PREMIUMS

39.1 If half (1/2) or more of the hours worked during an employee's scheduled shift fall between 4:00 p.m. and 8:00 a.m., the employee shall be paid a shift premium of two dollars ($2.00) per hour for all hours worked between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

39.2 Employees shall receive a premium of two dollars ($2.00) per hour for work on a Saturday and/or Sunday for regularly scheduled hours which are paid at the straight-time rate.

ARTICLE 40 - OVERTIME

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

40.2 Overtime compensation shall not be paid to an employee attending courses, training sessions, conferences and seminars unless such overtime compensation has been authorized by the Council in advance of the course, training session, conference or seminar.

40.3 Where overtime work is authorized in advance by the Council, an employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

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

40.5 An employee whose employment is terminated by reason of abandonment of his/her position is entitled to receive the payment for overtime earned but for which the employee has not received payment if he/she so requests it in writing within six (6) months following the date upon which his/her employment is terminated by a declaration by the Council.

40.6 An employee whose services with the Council terminate for any reason, except as provided in clause 40.5, shall be entitled to receive compensation for overtime earned but for which he/she has not received payment.

40.7 If an employee dies, overtime credits earned but not liquidated by compensatory leave or payment before death shall be paid to the employee's estate.

Assignment of Overtime Work

40.8 Subject to operational requirements, the Council shall make every reasonable effort:

40.8.1 to offer overtime on an equitable basis among readily available qualified employees,

and

40.8.2 to give employees who are required to work overtime adequate advance notice of the requirement.

40.9 Except in cases of emergency, no employee shall be required to work for more than sixteen (16) consecutive and contiguous hours. An interval of not less than eight (8) hours must elapse before an employee is required to resume his/her duties after having worked for sixteen (16) consecutive and contiguous hours.

40.10 The Association is entitled to consult with the Council whenever it is alleged that employees are required to work unreasonable amounts of overtime.

Overtime Compensation on a workday

40.11 Except for employees to whom the provisions of clause 40.14 apply and subject to clause 40.3, an employee who is required by the Council to work overtime on a normally scheduled working day shall receive overtime compensation at time and one-half (1 ½) for each hour of overtime worked by him/her in excess of his/her normal work day, and double (2) time for each hour of overtime worked in excess of twice the number of hours of his/her normal daily scheduled hours of work.

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

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

Overtime Compensation on a day of rest

40.14 Subject to clause 40.3

40.14.1 an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 ½) for each hour of overtime worked to a maximum of his/her

normal daily scheduled hours of work, and double (2) time for each hour of overtime worked thereafter.

40.14.2 an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time, provided the days of rest are in an unbroken series of consecutive and contiguous calendar days of rest and without the requirement of having worked on the first day of rest.

40.14.3 notwithstanding sub clause 40.14.2, where at the request of an employee and with the consent of the Council, work to be performed on a first day of rest is rescheduled to be performed on a second or subsequent day of rest, overtime compensation will be paid in accordance with sub-clause 40.14.1.

40.15 When an employee is required by the Council to report for work and reports on a day of rest, the employee shall be paid the greater of:

40.15.1 compensation at the applicable overtime rate,

or

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

Compensation by cheque or leave with pay

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

40.17 Notwithstanding clause **40.16,** employees shall, upon request, be granted and permitted to accumulate both overtime and call-back compensation in equivalent leave with pay, to a maximum of seven **(7)** days at any one time. This maximum includes any combination of overtime and/or call-back compensatory leave credits.

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

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

40.20 Earned compensatory leave credits that are not used by the end of September of each calendar yearshall be liquidated by means of compensation by cheque on the basis of one **(1)** hour's pay at straight-time rate for each hour of compensatory leave credits so liquidated, except that an employee, upon application, shall be permitted to carry over to the beginning of October of that calendar year an amount of compensatory leave credits of seven decimal five **(7.5)** hours or more to a maximum of thirty-seven decimal five **(37.5)** hours or forty **(40)** hours, depending upon the employee's weekly hours of work.

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

Meal Allowance

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

40.23 An employee who works overtime continuously extending four **(4)** hours or more beyond the period provided in **40.22** above, shall be reimbursed for one **(1)**

additional meal in the amount of ten dollars and fifty cents ($10.50) except where free meals are provided.

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

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

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

Transportation Expenses

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

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

or

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

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

ARTICLE 41 - CALL-BACK PAY

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

41.1.1 compensation at the applicable overtime rate,

or

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

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

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

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

41.4 Notwithstanding clause 41.3, employees shall, upon request, be granted and permitted to accumulate both call back and overtime compensation in equivalent leave with pay, to a maximum **of** seven (7) days at any one time. This maximum includes any combination of overtime and/or call-back compensatory leave credits.

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

41.6 Earned compensatory leave credits that are not used by the end of September **of** each calendar year shall be

liquidated by means of compensation by cheque on the basis of (1) one hour's pay at straight-time rate for each hour of compensatory leave credits so liquidated, except that an employee, upon application, shall be permitted to carry over to the beginning of October of that calendar year an amount of compensatory leave credits of seven decimal five (7.5) hours or more to a maximum of thirty-seven decimal five (37.5) hours or forty (40) hours, depending upon the employee's weekly hours of work.

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

41.8 When an employee is recalled to work overtime under the conditions described in clause 41.1, and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

41.8.1 an allowance at the kilometric rate normally paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile,

or

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

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

ARTICLE 42 - STANDBY

42.1 Where the Council requires an employee to be available on standby during off-duty hours, that employee shall be entitled to a standby payment of one-half (½) hours' pay for each four (4) hours or portion thereof of standby.

42.2 An employee designated for standby duty shall be available during his/her period of standby at a known telephone number and be available to return for duty as quickly as possible if called.

42.3 No standby payment shall be granted if an employee is unable to report for duty when required.

42.4 An employee on standby who is called in to work by the Council and who reports for work shall be paid, in addition to the standby pay, the greater of

42.4.1 the applicable overtime rate or premium rate for work on a designated holiday for the time worked,

or

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

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

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

or

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

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

ARTICLE 43 - TRAVELLING

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

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

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

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

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

43.1.3 On his/her day of rest or on a designated paid holiday on which the employee travels, the employee shall be paid at the

applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay, at the straight-time rate.

43.2 Clause 43.1 does not apply to an employee travelling by means of any type of transport in which the employee is required by the Council to perform work. In such circumstances, the employee shall receive the greater of:

43.2.1 on his/her normal working day, his/her regular pay for the day,

or

43.2.2 pay for actual hours worked in accordance with the Designated Holidays, Hours of Work and Overtime articles of this Agreement.

43.3 Where an employee is required by an authorized officer of the Council to travel on his/her days of rest or on a designated holiday to attend a course, conference or seminar, the provisions of clause 43.1 shall apply.

43.4 Where an employee is permitted, but not required, by an authorized officer of the Council to attend a course, conference or seminar, the provisions of sub-clause 43.1 shall not apply, and no compensation shall be payable to the employee for time the employee travels outside his/her normal hours of work.

ARTICLE 44 – SEVERANCE PAY

General

44.1 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 or continuous employment shall be reduced by any period of continuous service or continuous employment in respect of which the employee was granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public

Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police.

44.2 Under no circumstances shall the maximum severance pay provided under Article 44 be pyramided.

44.3 The weekly rate of pay referred to in theclauses below shall be the weekly rate of pay to which the employee is entitled for his/her classification on the date of the termination of his/her employment.

Lay-Off

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

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

44.6 Subject to clause 44.1, in the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous service.

44.7 Subject to clause 44.1, in the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous service, less any period in respect of which the employee was granted severance pay under 44.6 above.

Resignation

44.8 Subject to clauses 44.1 and 44.9, an employee who has ten (10) or more years of continuous service is entitled to be paid on resignation from the Council severance pay equal to the amount obtained by multiplying half of the employee's weekly rate of pay on the effective date of resignation by the number of completed years of continuous employment to a maximum of twenty-six (26), except that this clause shall not apply to an employee who resigns to accept employment in the Public Service or a federal crown corporation that accepts the transfer of leave credits.

Retirement

44.9 Subject to clause 44.1, on termination of employment:

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

or

(b) a part-time employee, who regularly works twelve (12) or more hours per week, but less than thirty (30) hours a week, and who, if the employee were a contributor under the ***Public Service Superannuation Act,*** would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if the employee were a contributor under the ***Public Service superannuation Act,***

shall be paid a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for

each complete year of continuous employment and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

Death

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

Release for incapacity or Incompetence

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

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

Rejection on Probation

44.13 Subject to clause 44.1, on rejection on probation,

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

ARTICLE 45 - ACTING PAY

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

ARTICLE 46 - PAY ADMINISTRATION

46.1 Entitlement to Pay

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

46.1.2 the rates of pay in Schedules 1 to 3 (Supervisory) and 1 to 6 (Non-supervisory) shall be implemented as indicated therein.

46.2 Rates of Pay on Initial Appointment

46.2.1 An employee's rate of pay on initial appointment shall not be less than the minimum nor more than the maximum rate of the range of rates applicable to the classification level in the group to which he/she is appointed by the Council.

46.2.2 An employee who was appointed above the minimum rate during a period where a pay increase becomes retroactive and who is notified in writing at the time of his/her letter of appointment that a negotiated retroactive pay increase would not apply to him/her shall, effective from the date of his/her appointment, have his/her rate of pay on appointment altered to the rate in the new scale of rates for his/her classification level which is nearest to but not less than the rate at which he/she was appointed. Changes in the employee's rate of pay which took place during the retroactive period will also be recalculated on the basis set forth in this paragraph.

46.3 Rate of Pay on Promotion

46.3.1 Employees to whom Schedule 1 (Supervisory) of the pay schedules apply shall, on promotion to a higher classification level in the sub-group, be paid at the rate of pay for the higher level.

46.3.2 This sub-clause does not apply to employees occupying Apprentice positions to whom Schedule 1 of the Non-supervisory pay scales apply.

46.3.2.1 When an employee to whom Schedules 2 to 3 (Supervisory) and 1 to 6 (Non-supervisory) of the pay schedules apply is appointed by the Council to a higher classification level, he/she shall be paid at the nearest rate in the new classification level which gives the employee a salary increase not less than the minimum increment of the higher classification level to which he/she is being appointed

by the Council. If there is no such rate the employee shall be paid the maximum rate in the new scale.

46.3.3 Where an employee who is being paid Acting Pay is promoted to the position for which he/she is receiving Acting Pay, the employee shall be paid in that position at the rate at which the employee was being paid Acting Pay and the employee's first pay increment in that position shall become due on the date on which it would have become due as if the employee had been promoted to that position on the date on which he/she was most recently authorized to receive Acting Pay in that position.

46.4 Coincidences of Effective Date

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

46.4.1.1 the employee shall receive his/her pay increment;

46.4.1.2 the employee's rate of pay shall be revised in accordance with the general salary revision;

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

46.5 Pay Increments

46.5.1 Except as provided in paragraphs **46.5.4** and **46.5.5** of this clause an employee holding an appointment at one of the classification levels listed in Schedules 2 to 3 (Supervisory) and 1 to 6 (Non-supervisory) of this Agreement shall be granted pay increments on completion of the applicable pay increment period until he/she reaches the maximum rate in the scale of rates for the classification level to which he/she is appointed.

46.5.2 For the purpose of computing periods of service for pay increments a "month" is a calendar month in which an employee receives pay for at least ten (10) days. Periods of leave without pay in excess of one (1) month in the case of semi-annual increments, and in excess of two (2) months in the case of annual increments will defer an authorized increment by the number of months of leave without pay except as otherwise provided in this agreement. An increment shall not be authorized for any employee during a period of leave of absence without pay except where leave without pay for educational or military purposes or election to a full time municipal office has been authorized by the Council.

46.5.3 Where an employee is appointed on promotion, demotion or from outside the Council to a position in the bargaining unit specified in Article 1 and the appointment is after the date of signing of this Agreement, the pay increment date shall be the first day of the month which is nearest to the anniversary date of the employee's appointment to his/her classification level. However, for employees in the classification levels in which semi-annual increments may

be provided as shown in the Schedule of Pay to this Agreement, the first increment authorized by the Council shall become effective six **(6)** months from the first day of the month which is nearest to the appointment date of the employee to his/her classification level and at six ***(6)*** month intervals thereafter.

46.5.4 The Council may deny a pay increment to an employee if it is satisfied the employee is not performing the duties of his/her position satisfactorily. Where the Council intends to deny a pay increment the Council shall give the employee notice in writing of this decision at least two (2) weeks and not more than six **(6)** weeks prior to the date the pay increment would otherwise have been effective had it been authorized.

46.5.5 When an employee appointed to one of the classification levels listed in Schedules 2 to 3 (Supervisory) and 1 **to** 6 (Non-supervisory) of this Agreement is not granted a pay increment on the anniversary date on which a pay increment could normally have been authorized for him/her, a pay increment may be deferred by the Council to the first day of any month following the month from which the pay increment was deferred, and for subsequent increments in his/her classification level the employee shall retain the increment date that was applicable to him/her immediately prior to the denial referred to *in* sub-clause 46.5.4.

46.6 Payment Following Death of Employee

46.6.1 When an employee dies the Council shall pay to the estate of that employee the amount of pay he/she would have received but for his/her death for the period from the date of

his/her death to the end of the month in which his/her death occurred, provided that the employee has been continuously employed in the Public Service for one year.

46.6.2 Any previous overpayment of salary to the deceased employee or any debt owing by him/her to the Council may be recovered from this payment.

46.7 A new employee shall be issued his/her first pay through direct deposit as soon as practical.

46.8 If an employee signs and submits to the Council an affidavit stating that he/she has lost or inadvertently mutilated his/her pay cheque, the Council shall make arrangements with Public Works and Government Services Canada, to issue a duplicate cheque as soon as possible.

46.9 An employee shall receive payments by cheque for pay supplements such as call-back pay, designated holiday pay, and overtime pay, where practicable in the pay period following that in which the pay supplements are earned.

46.10 Overtime pay which has been paid to an employee during the period covered by the retroactive general salary revisions (All schedules in this Agreement), and will be recomputed and the difference between the amount paid on the old salary scales and the amount payable on the new salary scales will be paid to the employee.

46.11 If during the life of this Agreement the Council should establish and implement a new classification standard applicable to employees covered by this Agreement, the Council and the Association shall, before rates of pay are applied to new classification levels resulting from the application of the standard, negotiate new rates of pay if applicable and shall also negotiate rules affecting the

pay of employees on their movement to the new classification levels.

ARTICLE 47 – TRADE CERTIFICATION FEES

47.1 The Council shall reimburse an employee for the payment of registration, licensing or certification fees to an organization, governing body or government agency when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

47.2 Membership fees referred to in Article 7, Check-Off of this Agreement are specifically excluded as reimbursable fees under this Article.

ARTICLE 48 – DANGEROUS GOODS

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

ARTICLE 49 - TECHNOLOGICAL CHANGE AND CONTRACTING OUT

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

49.2 The need for retraining caused by technological change shall be a topic of joint consultation between the Association and the Council.

ARTICLE 50 - POWER TOOLS

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

ARTICLE 51 - VEHICLES AND EQUIPMENT

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

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

ARTICLE 52 - NO DISCRIMINATION

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

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

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

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

ARTICLE 53 - SEXUAL HARASSMENT

53.1 The Association and the Council recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

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

53.3 If by reason of paragraph 53.2 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

ARTICLE 54 – INTRODUCTION OF PRINTING EQUIPMENT

54.1 The Council agrees to give the Association forty-five (45) days' notice in writing of its intent to place in operation new printing equipment of a type not used by the Council at the date of signing of this Agreement, and to establish new classifications, if required for the positions required to operate the equipment in question. During such forty-five (45) day period, the Council will meet with the Association for the purpose of negotiating wage rates for the new classification.

54.2 In the event that agreement cannot be reached within sixty (60) days from the date on which notice is given, as specified in clause 54.1, the matter shall be submitted to an arbitrator agreed by the parties, who will render a final decision, binding on both parties.

54.3 The arbitrator's fees and his/her travelling expenses shall be shared equally by the Council and the Association.

54.4 The wage rates, whenever finally determined, shall be retroactive to the date of the beginning of operation of the new machine.

ARTICLE 55 – WORKFORCE ADJUSTMENT POLICY

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

56 to 59 - RESERVED

ARTICLE 60 - DURATION, RENEWAL AND AGREEMENT REOPENER

60.1 The duration of this Collective Agreement shall be from the date it is signed to 30 July 2007 inclusive and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

60.2 This Agreement may be amended by mutual consent of the Council and the Association at any time during the life of the Agreement.

60.3 Signed at Ottawa, Ontario on this 25th day of the month of May 2005 by the Council and by the Association Officers.

RESEARCH COUNCIL EMPLOYEES ASSOCIATION	NATIONAL RESEARCH COUNCIL CANADA
S. Croteau	M. McLaren
J. Van Den Bergh	D. Rocque
E. Renaud	L. Séguin
D. Gulliver	L. Goneau
J. Black	G. Gauthier
A. Cousineau	G. Bauder

NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY

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

1. Effective 31 July 2003 (2.5%)
X. Adjustment Effective Date 31 July 2003
3. Effective 31 July 2004 (2.25%)
4. Effective 31 July 2005 (2.4%)
5. Effective 31 July 2006 (2.5%)
**New HVAR and Plumber/Steamfitter Sub-groups effective 31 July 2003

CRAFTSMEN AND MAINTENANCE

MECHANICAL

From:	39,935	41,773	43,553	#
1	40,933	42,817	44,642	#
X	44,863	46,927	48,928	#
3	45,872	47,983	50,029	#
4	46,973	49,135	51,230	#
5	48,147	50,363	52,511	#

HEATING, VENTILATION, AIR CONDITIONING AND REFRIGERATION

New**	43,629	45,380	47,128	#
1	44,720	46,515	48,306	#
X	46,389	48,251	50,109	#
3	47,433	49,337	51,236	#
4	48,571	50,521	52,466	#
5	49,785	51,784	53,778	#

PLUMBER/STEAMFITTER

New**	41,149	42,864	44,650	#
1	42,177	43,934	45,765	#
X	46,234	48,160	50,167	#
3	47,280	49,250	51,302	#
4	48,417	50,434	52,535	#
5	49,624	51,692	53,846	#

BUILDING/STRUCTURAL

From:	37,244	38,831	40,454	#
1	38,175	39,802	41,465	#
X	40,422	42,145	43,906	#
3	41,331	43,093	44,894	#
4	42,323	44,127	45,971	#
5	43,381	45,230	47,120	#

ELECTRICAL/ELECTRONIC

From:	43,629	45,380	47,128	#
1	44,720	46,515	48,306	#
X	46,389	48,251	50,109	#
3	47,433	49,337	51,236	#
4	48,571	50,521	52,466	#
5	49,785	51,784	53,778	#

AUTOMOTIVE MECHANIC

From:	38,427	*
1	39,388	*
X	43,169	*
3	44,140	*
4	45,199	*
5	46,329	*

Annual increments may be approved up to this rate.
* Rates are not pari of the scale of rates but are applicable only to particular positions on a present - incumbent - only basis.

PLANT ASSISTANT 1

From:	27,312	28,334	29,408	30,618	#
1	27,995	29,042	30,143	31,383	#
X	30,683	31,830	33,037	34,396	#
3	31,373	32,546	33,780	35,170	#
4	32,126	33,327	34,591	36,014	#
5	32,929	34,160	35,456	36,914	#

PLANT ASSISTANT 2

From:	30,430	31,755	32,722	34,092	#
1	31,191	32,549	33,540	34,944	#
X	31,908	33,297	34,311	35,747	#
3	32,626	34,046	35,083	36,551	#
4	33,409	34,863	35,925	37,428	#
5	34,244	35,735	36,823	38,364	#

PLANT ASSISTANT 3

From:	34,441	35,759	36,846	#
1	35,302	36,653	37,767	#
X	35,302	36,653	37,767	#
3	36,096	37,478	38,617	#
4	36,962	38,377	39,544	#
5	37,886	39,336	40,533	#

Annual increments may be approved up **to this** rate.

NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY

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3. Effective 31 July 2004 (2.25%)
4. Effective 31 July 2005 (2.4%)
5. Effective 31 July 2006 (2.5%)

CRAFTSMEN AND MAINTENANCE

MECHANICAL APPRENTICE

From:	25,955	27,272	28,350	31,624	32,902
1	26,604	27,954	29,059	32,415	33,725
X	29,158	30,638	31,849	35,527	36,963
3	29,814	31,327	32,566	36,326	37,795
4	30,530	32,079	33,348	37,198	38,702
5	31,293	32,881	34,182	38,128	39,670

MECHANICAL APPRENTICE (cont'd)

From:	34,219	35,485	37,010	38,473	**
1	35,074	36,372	37,935	39,435	**
X	38,441	39,864	41,577	43,221	**
3	39,306	40,761	42,512	44,193	**
4	40,249	41,739	43,532	45,254	**
5	41,255	42,782	44,620	46,385	**

ELECTRICAL/ELECTRONIC APPRENTICE

From:	28,361	29,793	30,995	32,141	33,360
1	29,070	30,538	31,770	32,945	34,194
X	30,155	31,678	32,956	34,175	35,470
3	30,833	32,391	33,698	34,944	36,268
4	31,573	33,168	34,507	35,783	37,138
5	32,362	33,997	35,370	36,678	38,066

ELECTRICAL/ELECTRONIC APPRENTICE (cont'd)

From:	34,748	36,074	37,522	39,224	**
1	35,617	36,976	38,460	40,205	**
X	36,946	38,356	39,896	41,706	**
3	37,777	39,219	40,794	42,644	**
4	38,684	40,160	41,773'	43,667	**
5	39,651	41,164	42,817	44,759	**

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

NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY

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

1. Effective 31 July 2003 (2.5%)
2. Effective 31 July 2004 (2.25%)
3. Effective 31 July 2005 (2.4%)
4. Effective 31 July 2006 (2.5%)

PRINTING SERVICES

BINDERY OPERATOR

PR-BIN-1

From:	26,936	27,958	29,021	#
1:	27,609	28,657	29,747	#
2:	28,230	29,302	30,416	#
3:	28,908	30,005	31,146	#
4:	29,631	30,755	31,925	#

PR-BIN4

From:	29,893	31,000	32,170	#
1:	30,640	31,775	32,974	#
2:	31,329	32,490	33,716	#
3:	32,081	33,270	34,525	#
4:	32,883	34,102	35,388	#

PR-BIN-3

From:	38,765	40,213	41,723	#
1:	39,734	41,218	42,766	#
2:	40,628	42,145	43,728	#
3:	41,603	43,156	44,777	#
4:	42,643	44,235	45,896	#

PR-BIN-4

From:	38,765	40,213	41,723	#
1:	39,734	41,218	42,766	#
2:	40,628	42,145	43,728	#
3:	41,603	43,156	44,777	#
4:	42,643	44,235	45,896	#

COMPOSITION

PR-COM-1

From:	29,893	31,000	32,170	#
1:	30,640	31,775	32,974	#
2:	31,329	32,490	33,716	#
3:	32,081	33,270	34,525	#
4:	32,883	34,102	35,388	#

PR-COM-2

From:	34,489	35,765	37,106	#
1:	35,351	36,659	38,034	#
2:	36,146	37,484	38,890	#
3:	37,014	38,384	39,823	#
4:	37,939	39,344	40,819	#

PR-COM-3

From:	38,447	39,915	41,403	#
1:	39,408	40,913	42,438	#
2:	40,295	41,834	43,393	#
3:	41,262	42,838	44,434	#
4:	42,294	43,909	45,545	#

PR-COM-4

From:	38,957	40,404	41,936	#
1:	39,931	41,414	42,984	#
2:	40,829	42,346	43,951	#
3:	41,809	43,362	45,006	#
4:	42,854	44,446	46,131	#

PR-COM-5

From:	41,298	42,829	44,446	#
1:	42,330	43,900	45,557	#
2:	43,282	44,888	46,582	#
3:	44,321	45,965	47,700	#
4:	45,429	47,114	48,893	#

OFFSET PRODUCTION

PR OFO 3

From:	35,936	37,297	#
1:	36,834	38,229	#
2:	37,663	39,089	#
3:	38,567	40,027	#
4:	39,531	41,028	#

PR OFO 4

From:	36,191	37,553	#
1:	37,096	38,492	#
2:	37,931	39,358	#
3:	38,841	40,303	#
4:	39,812	41,311	#

PR OFO 5

From:	36,893	38,298	#
1:	37,815	39,255	#
2:	38,666	40,138	#
3:	39,594	41,101	#
4:	40,584	42,129	#

PR OFO 6

From:	37,702	39,106	#
1:	38,645	40,084	#
2:	39,515	40,986	#
3:	40,463	41,970	#
4:	41,475	43,019	#

PR OFO 7

From:	38,276	39,744	#
1:	39,233	40,738	#
2:	40,116	41,655	#
3:	41,079	42,655	#
4:	42,106	43,721	#

PR OFO 8

From:	42,724	44,319	#
1:	43,792	45,427	#
2:	44,777	46,449	#
3:	45,852	47,564	#
4:	46,998	48,753	#

PR OFO 9

From:	47,553	49,404	#
1:	48,742	50,639	#
2:	49,839	51,778	#
3:	51,035	53,021	#
4:	52,311	54,347	#

PR OFO 10

From:	49,595	51,447	#
1:	50,835	52,733	#
2:	51,979	53,919	#
3:	53,226	55,213	#
4:	54,557	56,593	#

PR OFO 11

From:	51,063	52,915	#
1:	52,340	54,238	#
2:	53,518	55,458	#
3:	54,802	56,789	#
4:	56,172	58,209	#

PR OFO 12

From:	53,191	54,234	#
1:	54,521	55,590	#
2:	55,748	56,841	#
3:	57,086	58,205	#
4:	58,513	59,660	#

Annual increments may be approved up to this rate.

NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY

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5. Effective 31 July 2006 (2.5%)

HEATING, POWER AND STATIONARY PLANT OPERATION GROUP

HP - 1

From:	29,516	30,372	31,252	#
1	30,254	31,131	32,033	#
X	35,800	36,607	37,386	#
3	36,606	37,431	38,227	#
4	37,485	38,329	39,144	#
5	38,422	39,287	40,123	#

HP - 2

From:	32,728	33,691	34,682	#
1	33,546	34,533	35,549	#
X	39,153	40,067	40,990	#
3	40,034	40,969	41,912	#
4	40,995	41,952	42,918	#
5	42,020	43,001	43,991	#

HP - 3

From:	36,158	37,220	38,314	#
1	37,062	38,151	39,272	#
X	42,626	43,660	44,738	#
3	43,585	44,642	45,745	#
4	44,631	45,713	46,843	#
5	45,747	46,856	48,014	#

HP - 4

From:	41,102	42,313	43,565	#
1	42,130	43,371	44,654	#
X	47,813	49,093	50,277	#
3	48,889	50,198	51,408	#
4	50,062	51,403	52,642	#
5	51,314	52,688	53,958	#

HP - 5

From:	44,670	45,993	47,355	#
1	45,787	47,143	48,539	#
X	51,513	52,804	54,098	#
3	52,672	53,992	55,315	#
4	53,936	55,288	56,643	#
5	55,284	56,670	58,059	#

Annual increments may be approved up to this rate.

NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY

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4. Effective 31 July 2005 (2.4%)
5. Effective 31 July 2006 (2.5%)

LABORATORY SERVICE ATTENDANT GROUP

LABORATORY SERVICE ATTENDANT 2

From:	23,659	24,336	25,014	25,692	#
1	24,250	24,944	25,639	26,334	#
X	26,578	27,339	28,100	28,862	#
3	27,176	27,954	28,732	29,511	#
4	27,828	28,625	29,422	30,219	#
5	28,524	29,341	30,158	30,974	#

LABORATORY SERVICE ATTENDANT 3

From:	26,742	27,520	28,306	29,087	#
1	27,411	28,208	29,014	29,814	#
X	30,042	30,916	31,799	32,676	#
3	30,718	31,612	32,514	33,411	#
4	31,455	32,371	33,294	34,213	#
5	32,241	33,180	34,126	35,068	#

LABORATORY SERVICE ATTENDANT 4

From:	29,990	30,879	31,763	32,654	#
1	30,740	31,651	32,557	33,470	#
X	32,831	33,804	34,772	35,747	#
3	33,570	34,565	35,554	36,551	#
4	34,376	35,395	36,407	37,428	#
5	35,235	36,280	37,317	38,364	#

LABORATORY SERVICE ATTENDANT 5

From:	33,111	34,143	35,175	36,205	#
1	33,939	34,997	36,054	37,110	#
X	33,939	34,997	36,054	37,110	#
3	34,703	35,784	36,865	37,945	#
4	35,536	36,643	37,750	38,856	#
5	36,424	37,559	38,694	39,827	#

Annual increments may be approved up to this rate.

NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY

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4. Effective 31 July 2005 (2.4%)
5. Effective 31 July 2006 (2.5%)

RESEARCH ANIMAL CARE GROUP

RESEARCH ANIMAL CARE 1

From:	25,624	26,296	26,966	27,639	#
1	26,265	26,953	27,640	28,330	#
X	28,786	29,540	30,293	31,050	#
3	29,434	30,205	30,975	31,749	#
4	30,140	30,930	31,718	32,511	#
5	30,894	31,703	32,511	33,324	#

RESEARCH ANIMAL CARE 2

From:	28,677	29,453	30,225	30,997	#
1	29,394	30,189	30,981	31,772	#
X	32,216	33,087	33,955	34,822	#
3	32,941	33,831	34,719	35,605	#
4	33,732	34,643	35,552	36,460	#
5	34,575	35,509	36,441	37,372	#

RESEARCH ANIMAL CARE 3

From:	31,899	32,776	33,658	34,534	#
1	32,696	33,595	34,499	35,397	#
X	35,296	36,267	37,243	38,212	#
3	36,090	37,083	38,081	39,072	#
4	36,956	37,973	38,995	40,010	#
5	37,880	38,922	39,970	41,010	#

Annual increments may be approved up to this rate.

NATIONAL RESEARCH COUNCIL CANADA
NON-SUPERVISORY RATES OF PAY

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

1. Effective 31 July 2003 **(2.5%)**
2. Effective 31 July 2004 **(2.25%)**
3. Effective 31 July 2005 **(2.4%)**
4. Effective 31 July 2006 **(2.5%)**

CONTROLLER

From:	45,512	46,379	47,469	49,250	#
1	46,650	47,538	48,656	50,481	#
2	47,700	48,608	49,751	51,617	#
3	48,845	49,775	50,945	52,856	#
4	50,066	51,019	52,219	54,177	#

Annual increments may be approved up to this rate.

COLLECTIVE AGREEMENT COVERING
NRC NON-SUPERVISORY EMPLOYEES
OF THE OPERATIONAL CATEGORY
EXPIRING 30 JULY 2007

NOTES TO PAY SCHEDULES 1 to 6

1. The annual rate of pay shall be used for computing the employee's pay.

2. To calculate the weekly rate of pay, divide the annual rate of pay by 52.176 and round to the nearest cent.

3. To calculate the daily rate of pay, divide the weekly rate of pay by five (5) and round to the nearest cent.

4. To calculate the hourly rate of pay, divide the weekly rate of pay by either thirty-seven decimal five (37.5) or forty (40) as the case may be in accordance with sub-clause 36.2, and round to the third decimal place.

5. Except as provided in sub-clause 46.2.2 employees to whom Pay Schedules 1 to 6 apply, shall be paid in the appropriate scale of rates set out in Schedules 1 to 6 at the rate shown immediately below their former rate and shall be deemed to have commenced receipt of the remuneration at the beginning of the period in respect of which it is paid.

6. An employee, subject to Pay Schedule 1, and previously classified in the Mechanical sub-group, whose position is converted to the new Heating, Ventilation, Air Conditioning and Refrigeration (HVAR) sub-group, shall, on 31 July 2003, move to the rate of pay in line "New" of the Heating, Ventilation, Air Conditioner and Refrigeration sub-group that is in the same column directly below his/her former rate of pay in the Mechanical sub-group.

7. An employee, subject to Pay Schedule 1, and previously classified in the Mechanical sub-group, whose position is converted to the new Plumber/Steamfitter sub-group, shall, on 31 July 2003, move to the rate of pay in line "New" of the Plumber/Steamfitter sub-group that is in the same column directly below his/her former rate of pay in the Mechanical sub-group.

8. An employee who was promoted, deployed, reclassified, transferred or was in an acting assignment during the retroactive period, will have his/her rate of pay recalculated on appointment using the revised rate of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate which is nearest to but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision:

9. Where the rates of pay set forth in Schedules 1 to 6 have an effective date prior to the date of signing of the Agreement the following shall apply:

(i) "retroactive period" for the purpose of (ii) *to* (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement *is* signed or when an arbitral award is rendered therefore;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or in the case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period;

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

(iv) for former employees or, in the case of death, for the former employees' representatives, the Council shall make payment in accordance with (iii) to such individuals at their last known address by registered mail. If the payment is undeliverable and returned to the Council it will be held for ninety (90) days after which time any obligation upon the Council to provide payment ceases;

(v) no payment shall be made for one dollar or less.

THIS AGREEMENT IS EXECUTED IN SEVERAL COPIES, ANY ONE OF WHICH MAY BE CONSIDERED THE ORIGINAL,

THIS 25 th DAY OF MAY 2005

between

The National Research Council Canada,
hereinafter known as the **"Council",**
of the first pari,

and

The Research Council Employees' Association,
hereinafter known as the **"Association",**
of the second pari,

covering

Supervisory employees in the

OPERATIONAL CATEGORY

expiring

30 July 2007

NOTA BENE:

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

ARTICLE 1

Recognition

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

ARTICLE 4

Interpretations and Definitions

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

Signed at Ottawa, Ontario on this 25th day of the month of May 2005 by the Council and by the Association Officers.

RESEARCH COUNCIL EMPLOYEES ASSOCIATION	NATIONAL RESEARCH COUNCIL CANADA
S. Croteau	M. McLaren
J. Van Den Bergh	D. Rocque
E. Renaud	L. Séguin
D. Gulliver	L. Goneau
J. Black	G. Gauthier
A. Cousineau	G. Bauder

SCHEDULE 2

NATIONAL RESEARCH COUNCIL CANADA

SUPERVISORY RATES OF FAY

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

1. Effective 31 July 2003 (2.5%)
2. Effective 31 July 2004 (2.25%)
3. Effective 31 July 2005 (2.4%)
4. Effective 31 July 2006 (2.5%)

PRINTING SERVICES

PR(S)-1

From:	46,858	48,851	50,926	#
1.	48,029	50,072	52,199	#
2.	49,110	51,199	53,373	#
3.	50,289	52,428	54,654	#
4.	51,546	53,739	56,020	#

PR(S)-2

From:	52,780	55,024	57,362	#
1.	54,100	56,400	58,796	#
2.	55,317	57,669	60,119	#
3.	56,645	59,053	61,562	#
4.	58,061	60,529	63,101	#

PR(S)-3

From:	59,283	61,799	64,427	#
1.	60,765	63,344	66,038	#
2.	62,132	64,769	67,524	#
3.	63,623	66,323	69,145	#
4.	65,214	67,981	70,874	#

PR(S)-4

From:	66,399	69,221	72,164	#
1.	68,059	70,952	73,968	#
2.	69,590	72,548	75,632	#
3.	71,260	74,289	77,447	#
4.	73,042	76,146	79,383	#

PR(S)-5

From:	74,408	77,569	80,866	#
1.	76,268	79,508	82,888	#
2.	77,984	81,297	84,753	#
3.	79,856	83,248	86,787	#
4.	81,852	85,329	88,957	#

Annual increments may be approved up to this rate.

NATIONAL RESEARCH COUNCIL CANADA

SUPERVISORY RATES OF PAY

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

1. Effective 31 July 2003 (2.5%)
X Adjustment Effective Date 31 July 2003
3. Effective 31 July 2004 (2.25%)
4. Effective 31 July 2005 (2.4%)
5. Effective 31 July 2006 (2.5%)

HEATING, POWER AND STATIONARY PLANT OPERATION GROUP

HP - 5

From:	44,670	45,993	47,355	#
1	45,787	47,143	48,539	#
X	51,513	52,804	54,098	#
3	52,672	53,992	55,315	#
4	53,936	55,288	56,643	#
5	55,284	56,670	58,059	#

HP - 6

From:	44,711	46,127	47,536	48,947	50,444	#
1	45,829	47,280	48,724	50,171	51,705	#
X	51,744	53,157	54,483	55,872	57,310	#
3	52,908	54,353	55,709	57,129	58,599	#
4	54,178	55,657	57,046	58,500	60,005	#
5	55,532	57,048	58,472	59,963	61,505	#

HP - 7

From:	48,908	50,465	52,022	53,578	55,233	#
1	50,131	51,727	53,323	54,917	56,614	#
X	56,146	57,644	59,211	60,730	62,388	#
3	57,409	58,941	60,543	62,096	63,792	#
4	58,787	60,356	61,996	63,586	65,323	#
5	60,257	61,865	63,546	65,176	66,956	#

HP - 8

From:	53,148	54,839	56,528	58,220	60,019	#
1	54,477	56,210	57,941	59,676	61,519	#
X	60,273	61,903	63,591	65,242	66,970	#
3	61,629	63,296	65,022	66,710	68,477	#
4	63,108	64,815	66,583	68,311	70,120	#
5	64,686	66,435	68,248	70,019	71,873	#

Annual increments may be approved up to this rate.

COLLECTIVE AGREEMENT COVERING NRC SUPERVISORY EMPLOYEES OF THE OPERATIONAL CATEGORY EXPIRING 30 JULY 2007

NOTES TO PAY SCHEDULES 2 to 3

The annual rate of pay shall be used for computing the employee's pay.

To calculate the weekly rate of pay, divide the annual rate of pay by 52.176 and round to the nearest cent.

To calculate the daily rate of pay, divide the weekly rate of pay by five (5) and round to the nearest cent.

To calculate the hourly rate of pay, divide the weekly rate of pay by either thirty-seven decimal five (37.5) or forty (40) as the case may be in accordance with sub-clause 36.2, and round to the third decimal place.

Except as provided in sub-clause 46.2.2 employees to whom Pay Schedules 2 and 3 apply, shall be paid in the appropriate scale of rates set out in Schedules 2 and 3 at the rate shown immediately below their former rate and shall be deemed to have commenced receipt of the remuneration at the beginning of the period in respect of which it is paid.

An employee, who was promoted, deployed, reclassified, transferred or was in an acting assignment during the retroactive period, will have his/her rate of pay recalculated on appointment using the revised rate of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate which is nearest to but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision.

7. Where the rates of pay set forth in Schedules 2 to 3 have an effective date prior to the date of signing of the Agreement the following shall apply:

(i) "retroactive period" for the purpose of (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed or when an arbitral award is rendered therefore;

(ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or in the case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period;

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

(iv) for former employees or, in the case of death, for the former employees' representatives, the Council shall make payment in accordance with (iii) to such individuals at their last known address by registered mail. If the payment is undeliverable and returned to the Council it will be held for ninety (90) days after which time any obligation upon the Council to provide payment ceases;

(v) no payment shall be made for one dollar or less.

Appendix A

MEMORANDUM OF AGREEMENT

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

Re: Travel Between Work Sites

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

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

Signed at Ottawa, Ontario on this 25th day of the month of May 2005.

DURATION

This Memorandum of Agreement shall have the same duration as the provisions of the Collective Agreement signed on 25 May 2005 covering Non-supervisory and Supervisory employees in the Operational Category.

RESEARCH COUNCIL
EMPLOYEES' ASSOCIATION

NATIONAL RESEARCH
COUNCIL CANADA

MEMORANDUM OF INTERPRETATION

Twelve (12) Hour Shift Schedule

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

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

Article 4 - Interpretations and Definitions

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

Article 31 – Vacation Leave

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

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

Article 32 - Designated Paid Holidays

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

Article 34 - Sick Leave

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

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

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

34.3 Advance of Credits

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

(a) for a period of up to two hundred (200) hours, if the employee is awaiting a decision on an application for injury-on-duty, leave or

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

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

Article 35 - Other Leave with or Without Pay

35.16 Leave With Pay for Family-Related Responsibilities

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

Article 36 - Hours of Work

Hours of work shall be scheduled so that employees work;

a) twelve (1 2) hours per day,

b) an average of forty **(40)** hours per week over the life of a schedule.

Article- 39 - Shift and Weekend Premiums

Employees will be paid a shift premium of two dollars ($2.00) per hour for each hour worked between 4:00 pm and 8:00 am.

Article 40 - Overtime

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

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

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

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

Signed at Ottawa, Ontario on this 25th day of the month of May 2005.

DURATION

This Memorandum of Agreement shall have the same duration as the provisions of the Collective Agreement signed on 25 May 2005 covering Non-supervisory and Supervisory employees in the Operational Category.

RESEARCH COUNCIL EMPLOYEES' ASSOCIATION

NATIONAL RESEARCH COUNCIL CANADA

National Research Council Canada
Conseil national de recherches Canada

Human Resources Branch
Direction des ressources humaines

Ottawa, Canada
K1A 0R6

NRC·CNRC

25 May 2005

Ms Joan Van Den Bergh
Negotiator
Research Council Employees' Association
PO Box 8256
Terminal Alta Vista
Ottawa, Ontario K1G 3H7

Dear Ms Van Den Bergh

Re: Leave Without Pay for Compassionate Care

This letter will serve to confirm the understanding reached during the negotiations of the Operational Category (OP) Collective Agreement with respect to leave without pay for compassionate care purposes.

it *is* recognized that the new Employment Insurance (EI) regulations provide benefits for six (6) weeks of leave excluding the two (2) week waiting period for the compassionate care of family members. NRC agrees that a period of eight *(8)* weeks of leave without pay may be taken under Article 35.24.1 – Leave With or Without Pay for Other Reasons. NRC further agrees to notify its managers that such leave shall not be unreasonably denied and shall be granted expeditiously with no unreasonable delays.

NRC commits to distribute a copy of this letter to all OP employees as an accompaniment to the new collective agreement.

This letter of understanding shall not form part of the collective agreement.

Sincerely

AUG 23

Gerry Bauder
Negotiator

06377(09)a

Canada

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