

**AGREEMENT BETWEEN**

**THE NATIONAL RESEARCH COUNCIL OF CANADA**

**AND**

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

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

***Expiry: 19 July 2022***

## TABLE OF CONTENTS

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ARTICLE 1 - PURPOSE AND INTENT .....	- 4 -
ARTICLE 2 - STAFFING OF VACANCIES .....	- 6 -
ARTICLE 3 - INTERPRETATION AND DEFINITIONS .....	- 6 -
ARTICLE 4 - MANAGEMENT RIGHTS .....	- 7 -
ARTICLE 5 - INTERPRETATION OF AGREEMENT .....	- 8 -
ARTICLE 6 - JOINT CONSULTATION .....	- 8 -
ARTICLE 7 - CHECK-OFF .....	- 8 -
ARTICLE 8 - APPOINTMENT OF STEWARDS.....	- 9 -
ARTICLE 9: GRIEVANCE PROCEDURE .....	- 9 -
ARTICLE 10 -EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES .....	- 15 -
ARTICLE 11 - CAREER DEVELOPMENT AND PROFESSIONAL DEVELOPMENT .....	- 16 -
ARTICLE 12 - CONFERENCES AND WORKSHOPS .....	- 18 -
ARTICLE 13 - REGISTRATION FEES .....	- 18 -
**ARTICLE 14 – PUBLICATIONS AND ARTICLES .....	- 19 -
ARTICLE 15 - HOURS OF WORK .....	- 19 -
**ARTICLE 16 - TRAVELLING TIME .....	- 22 -
ARTICLE 17 - DESIGNATED HOLIDAYS.....	- 23 -
ARTICLE 18 – RELIGIOUS OBSERVANCE .....	- 25 -
ARTICLE 19 - LEAVE GENERAL.....	- 26 -
ARTICLE 20 - VACATION LEAVE .....	- 26 -
ARTICLE 21 - SICK LEAVE .....	- 30 -
**ARTICLE 22 - OTHER LEAVE WITH OR WITHOUT PAY.....	- 31 -
22.01 Validation.....	- 31 -
**22.02 Bereavement Leave.....	- 31 -
22.03 Court Leave.....	- 32 -
22.04 Injury-on-Duty Leave .....	- 33 -
22.05 Personnel Selection Leave.....	- 33 -
22.06 Medical Appointment for Pregnant Employees.....	- 33 -
22.07 Maternity Leave Without Pay .....	- 34 -
**22.08 Maternity Allowance.....	- 35 -
22.09 Special Maternity Allowance for Totally Disabled Employees.....	- 37 -
**22.10 Parental Leave Without Pay.....	- 37 -
**22.11 Parental Allowance .....	- 39 -
22.12 Special Parental Allowance for Totally Disabled Employees .....	- 44 -
22.13 Maternity-Related Reassignment or Leave.....	- 44 -
**22.14 Leave Without Pay for the Care of Immediate Family.....	- 45 -
**22.15 Caregiving Leave .....	- 46 -
**22.16 Domestic Violence Leave .....	- 47 -
22.17 Leave Without Pay for Personal Needs.....	- 47 -
22.18 Leave Without Pay to Accompany Spouse .....	- 48 -
**22.19 Leave With Pay for Family Related Responsibilities.....	- 48 -
22.20 Examination Leave.....	- 49 -
22.21 Other Leave With Pay .....	- 49 -
22.22 Leave Without Pay for Other Reasons .....	- 50 -
22.23 Personal Leave .....	- 50 -
ARTICLE 23 – PAY .....	- 50 -
ARTICLE 24 - FLYING ALLOWANCE.....	- 52 -
ARTICLE 25 - FIELD SURVEY ALLOWANCE .....	- 52 -
ARTICLE 26 – PILOT RESPONSIBILITY ALLOWANCE .....	- 53 -
ARTICLE 27 - SEVERANCE PAY .....	- 53 -
ARTICLE 28 - NATIONAL JOINT COUNCIL AGREEMENTS .....	- 55 -
ARTICLE 29 - CONTRACTING OUT .....	- 56 -

ARTICLE 30 - NO DISCRIMINATION .....	- 56 -
ARTICLE 31 – SEXUAL HARASSMENT .....	- 57 -
ARTICLE 32 - DUTY ABOARD VESSELS.....	- 57 -
**ARTICLE 33 - INFORMATION .....	- 58 -
ARTICLE 34 – RESTRICTION ON OUTSIDE EMPLOYMENT .....	- 58 -
ARTICLE 35 – LEAVE FOR LABOUR RELATIONS MATTERS .....	- 59 -
ARTICLE 34- REGISTRATION FEES moved to ARTICLE 13 .....	- 61 -
ARTICLE 36 – WORKFORCE ADJUSTMENT POLICY .....	- 62 -
ARTICLE 37 - AGREEMENT RE-OPENER.....	- 62 -
**ARTICLE 38 - DURATION AND RENEWAL.....	- 63 -
**SCHEDULE 1 – RATES OF PAY.....	- 64 -
**APPENDIX A - .....	- 66 -
MOA with respect to Research and Scientific Integrity.....	- 66 -
APPENDIX B - .....	- 68 -
Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)	
- 68 -	
**APPENDIX C - .....	- 72 -
MEMORANDUM OF UNDERSTANDING - .....	- 72 -
Agreement with Respect to Leave for Union Business – Cost Recovery.....	- 72 -
**APPENDIX D - .....	- 73 -
MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL RESEARCH COUNCIL CANADA AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH RESPECT TO GENDER INCLUSIVE LANGUAGE .....	- 73 -
**APPENDIX E - .....	- 74 -
MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL RESEARCH COUNCIL OF CANADA (NRC) AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (PIPSC) WITH RESPECT TO WORKPLACE HARASSMENT .....	- 74 -
** APPENDIX F - .....	- 75 -
Memorandum of Agreement on Supporting Employee Wellness .....	- 75 -
**APPENDIX G - .....	- 76 -
MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT .....	- 76 -

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

## **ARTICLE 1 - PURPOSE AND INTENT**

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

### **1.02 Purpose**

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

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

### **1.03 Recognition**

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

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

### **1.04 Rights of employees**

Employees shall have the right to express themselves on science and their research; while respecting the Values and Ethics Code for the Public Sector adopted on April 2, 2012, without being designated as an official media spokesperson.

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

### **1.06 Part-Time Employees**

#### **(A) General**

- (i) Employees whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees.
- (ii) Employees shall be paid at the hourly rate of pay for all hours of work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week, or at the hourly rate of pay for all hours of work performed up to other daily or weekly hours of work that may be prescribed in accordance with clause 15.03, and at the applicable overtime rate of pay for all hours of work

performed in excess of thirty-seven decimal five (37.5) hours and on a day of rest or a designated paid holiday.

**(B) Leave**

Leave will only be provided:

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

or

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

**(C) Day of Rest**

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

**(D) Severance Pay**

- (i) For the purposes of Article 27 Severance Pay, the period of continuous employment in respect of which a severance benefit is to be paid may consist of either part-time employment, varying levels of part-time employment or a combination of both full and part-time employment. The part-time portions shall be consolidated to an equivalent full-time period and added to any full-time years. The total full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay.
- (ii) The weekly rate of pay referred to in Article 27 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

**(E) Designated Holidays**

- (i) A part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four decimal twenty-five (4.25) per cent for all straight-time hours during the period of part-time employment.
- (ii) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 17.01 of this agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for all hours worked.

**(F) Pay Increment**

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

## ARTICLE 2 - STAFFING OF VACANCIES

**2.01** All vacant continuing RO/RCO positions will be advertised internally.

**2.02** The Council agrees that first consideration will be given to Council employees when filling vacancies.

**2.03** A vacant position will be offered to an employee who has been given notice of lay-off if such employee is, in the opinion of the Council, qualified to perform the duties of that position.

## ARTICLE 3 - INTERPRETATION AND DEFINITIONS

### **3.01 For the purpose of this Agreement:**

- (a) “bargaining unit” means all the employees of the Council classified in the Research Officer and Research Council Officer groups as described in the certificate issued by the Public Service Labour Relations Board on 30 January 1970 (« unite de négociation »);
- (b) a “common-law partner” refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (« conjoint de fait »);
- (c) “continuous employment” and “continuous service” have the same meaning as in the existing rules and regulations of the Council on the date of the signing of this Agreement (« emploi continu » ou « service continu »);
- (d) the “Council”, the “Employer” and “NRC” mean the National Research Council Canada (le « Conseil » « l'employeur », et le « CNRC »);
- (e) “daily rate of pay” means an employee's weekly rate of pay divided by five (5) (« taux de rémunération journalier »);
- (f) “day of rest” in relation to an employee means a day other than a designated holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of being on leave of absence (« jour de repos »);
- (g) “double time” means two (2) times the hour for hour rate of pay (« taux double »);
- (h) “flight crew” comprises any employee except for the pilot in charge of the aircraft, who in the performance of his/her duties is required to work in experimental aircraft in flight (« équipage de bord »);
- (i) “dwell period” refers to length of time spent at any particular step in a pay range. The period for each step is identified in the Human Resources Manual (HRM), Chapter 3.4 – RO/RCO Compensation System « période de séjour »;
- (j) “employee” means a person who is a member of the bargaining unit (« employé »);

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

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

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

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

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

## **ARTICLE 5 - INTERPRETATION OF AGREEMENT**

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

## **ARTICLE 6 - JOINT CONSULTATION**

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

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

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

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

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

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

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

## **ARTICLE 7 - CHECK-OFF**

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

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

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



earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Council shall not be obligated to make these deductions from subsequent salary.

**7.04** An employee who satisfies the Professional Institute to the extent that the employee declares in an affidavit filed with the Council that the employee is a member of a religious organization registered pursuant to the *Income Tax Act*, whose doctrine prevents him/her as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization as defined in the *Income Tax Act* equal to membership dues shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Professional Institute.

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

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

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

**7.08** The Professional Institute agrees to indemnify and save the Council harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Council, in which case the liability shall be limited to the amount of the error.

## **ARTICLE 8 - APPOINTMENT OF STEWARDS**

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

## **ARTICLE 9: GRIEVANCE PROCEDURE**

### **9.01 NJC Grievance**

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

## **9.02 General Intent**

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

## **9.03 Informal Discussions Prior to Grievance**

The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 9.09 gives notice to a representative, as designated by the Council in accordance with clause 9.08 that he wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

## **9.04 Type of Grievance**

### **9.04.1 Individual Grievance**

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

- (a) by the interpretation or application in respect of the employee, of
  - (i) a provision of a statute or regulation, or a by-law, direction or other instrument made or issued by the Council, dealing with terms and conditions of employment;
  - or
  - (ii) a provision of a collective agreement or an arbitral award;

or

- (b) as a result of any other occurrence or matter affecting the employee's terms and conditions of employment.

### **9.04.1.1 Individual Grievance Limitations**

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

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

### **9.04.2 Group Grievance**

Subject to clause 9.05 and section 215 of the PSLRA, the Professional Institute may present to the Council a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

#### **9.04.2.1 Consent Required**

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

#### **9.04.2.2 Group Grievance Limitations**

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

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

and

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

### **9.04.3 Policy Grievance**

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

### **9.05 General Limitations**

An individual, group or policy grievance cannot be presented

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

### **9.06 Right to Grieve**

No person acting on behalf of the Council or an excluded person who occupies a managerial or confidential position shall seek by intimidation, by threat of termination or by any other kind of

threat, to cause an employee to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this Agreement.

## **9.07 Right to Presentation**

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

**9.07.2** An employee is not entitled to present a grievance relating to the interpretation or application of a provision of this collective agreement or of an arbitral award unless the employee has the approval of and is represented by the Professional Institute.

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

## **9.08 Procedure**

**9.08.1** With respect to individual grievances, the Council shall designate representatives authorized to receive individual grievances and to reply on the Council's behalf at each applicable level in the grievance procedure. The Council shall inform employees to whom the procedure applies of the title of these representatives. This information shall be made available to employees via posting on the Council's intranet site.

**9.08.2** With respect to group and policy grievances, the Council shall designate representatives authorized to receive such grievances and to reply on the Council's behalf at each applicable level in the grievance procedure and shall notify the Professional Institute, in writing, of the name, title and address of such representatives.

**9.08.3** The number of levels in the grievance procedure currently prescribed for the Portfolio/Branch/IRAP in which the employee works shall apply to the employee. There shall be no more than a maximum of two (2) steps in the individual and group grievance procedure.

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

**9.08.5** The Professional Institute shall have the right to consult with the person designated to reply on the Council's behalf at the appropriate level of the grievance procedure and the griever shall have the right to be present at such consultations. Only at the final level will the Professional Institute be obliged to advise the Labour Relations Group of such request to consult.

**9.08.6** All levels in the grievance procedure except the final level may be bypassed by the mutual consent of the Council, the employee and when applicable, the Professional Institute.

## **9.09 Time Limits**

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

**9.09.1** In the case of an individual or group grievance, the grieving party (the employee or the Professional Institute, as the case may be), may present a grievance to the first level of the grievance procedure in the manner prescribed in clause 9.10, not later than the thirty-fifth (35<sup>th</sup>) day after the date on which the grieving party was notified, either verbally or in writing, or first had knowledge of the action or circumstance giving rise to such grievance.

**9.09.2** The Council shall normally reply to an individual or group grievance at any level of the grievance procedure, except the final level, not later than twenty (20) days after the grievance is received and within thirty-five (35) days where the grievance is presented at the final level.

**9.09.3** An individual or group grievance may be presented for consideration at each succeeding level in the grievance procedure beyond the first level either

(a) when the decision or settlement is not satisfactory to the grieving party within fifteen (15) days after that decision or settlement has been conveyed in writing to the grieving party by the Council, but shall not be entitled to do so after the said fifteen (15) days have elapsed,

or

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

**9.09.4** An individual grievance may be presented directly at the final level of the grievance process without it having been presented at a lower level if the individual grievance relates to classification, a demotion or a termination of employment.

**9.09.5** Unless a grievance relates to classification, the thirty-five (35) day time period within which the Council is to reply at the final level may be extended to a maximum of fifty (50) days, by mutual agreement of the Council, the griever, and where appropriate, the Professional Institute.

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

**9.09.7** In the case of a policy grievance, the Professional Institute may present a grievance in the manner prescribed in clause 9.10, not later than the thirty-fifth (35<sup>th</sup>) day after the date on which the Professional Institute was notified, either verbally or in writing, or first had knowledge of the action or circumstance giving rise to such grievance.

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

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

## **9.10 Receipt and transmission**

**9.10.1** A grieving party who wishes to present a grievance at any prescribed level in the grievance procedure shall submit the grievance to the representative of the Council authorized to deal with grievances at the first step of the grievance procedure. This representative shall provide the grieving party with a receipt indicating the date on which the grievance was received.

**9.10.2** When it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Council on the day it is delivered to the appropriate office concerned. Similarly, the Council shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grieving party may present this grievance at the next higher level shall be calculated from the date on which the Council's reply was delivered to the address shown on the grievance form. In relation to this clause, both the grieving party and the Council shall use registered mail.

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

## **9.11 Withdrawal and Abandonment of Grievance**

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

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

## **9.12 Decisions**

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

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

## **9.13 Reference to Adjudication**

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

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

or

- (b) disciplinary action resulting in termination, demotion, suspension or a financial penalty and the individual grievance has not been dealt with to the employee's satisfaction, the employee may refer the grievance to adjudication in accordance with the PSLRA and Regulations.

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

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

## **ARTICLE 10 -EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

### **10.01**

- (a) An employee shall be given an opportunity to sign any formal performance review and shall also be given an opportunity to sign all adverse reports pertaining to the performance of the duties in the employee's current position which are placed on the employee's personnel file.
- (b) An employee shall have the right to indicate on the document itself, agreement or disagreement with the contents of the appraisal or adverse report.
- (c) For the purpose of satisfying the Council's obligation under this clause, employees may be provided with access to electronic copies, and be provided with the opportunity to sign or acknowledge electronically. The Council will ensure that any comments on an electronic document provided by the employee will form part of that electronic document in its entirety.

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

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

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

been recorded during this period. This two (2) year period will automatically be extended by the length of any period of leave without pay.

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

## **ARTICLE 11 - CAREER DEVELOPMENT AND PROFESSIONAL DEVELOPMENT**

### **11.01 Preamble**

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

### **11.02 Career Development**

#### **(1) Education Leave**

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



return to the service of the Council for a period of not less than the period of the leave granted. If the employee, except with the permission of the Council;

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

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

## **(2) Professional Development**

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

## **ARTICLE 12 - CONFERENCES AND WORKSHOPS**

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

Upon request, an employee who is refused attendance at a conference or workshop will be provided with the reason for the refusal in writing.

## **ARTICLE 13 - REGISTRATION FEES**

- (a) Both parties recognize the importance of employees becoming members of and actively participating in the business and organization of relevant scientific and professional activities, such as organizing symposiums, being committee members, office holders, editors of scientific journals and reviewers of scientific papers.
- (b) The Employer shall reimburse an employee for his or her payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of his or her position.
- (c) When the payment of membership or registration fees to an organization or governing body is not a requirement for the continuation of the performance of the duties of an employee's position:

The Employer will reimburse some costs related to an employee's membership fee to a professional or scientific society that is linked to an employee's area of expertise, linked to the conduct of their research at work, and when the Employer is satisfied that the costs incurred for the employee by the Crown for expenses on relevant scientific and professional activities such as conference registration, publication fees, or training are lower than what would otherwise be incurred as a result of that membership.

Where documentation is provided and the Employer is satisfied that the difference between non-membership and membership fees associated with relevant scientific and professional activities could have realized financial savings for the Crown, the employee will be reimbursed either:

- 1. the yearly cost of the membership;
  - or
  - 2. the savings that would have been realized linked to the employee's membership,
- whichever is less but not exceeding one thousand dollars (\$1,000).

## **\*\*ARTICLE 14 – PUBLICATIONS AND ARTICLES**

### *Preamble*

The parties recognize the need to promote creativity and innovation. For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products, and computer software.

1. The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.
2. The Employer agrees that publications prepared by an employee, within the scope of his employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.
3. When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.
4.
  - a) The Employer may suggest revisions to a publication and may withhold approval to publish.
  - b) When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the author(s).
  - c) Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

## **ARTICLE 15 - HOURS OF WORK**

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

**15.02** Subject to leave provisions, employees who arrange their working hours pursuant to Clause 15.01 are required to work nineteen hundred and fifty (1950) hours in each calendar year.

### **15.03**

- (a) Where operational requirements do not permit the arrangement of work by an employee, the Council shall schedule the employee's regular hours of work.

- (b) In such a case, the normal work week shall be thirty-seven decimal five (37.5) hours, the normal daily hours shall be seven decimal five (7.5) hours and an employee shall be granted two (2) consecutive days of rest during each seven (7) day period.

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

### **15.05 Compressed Work Week**

#### **(a) Introduction**

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

#### **(b) Principles**

- (i) The implementation of a compressed work week schedule will require the mutual agreement of the Council and the employee(s) in the workplace affected.  
\*\*
- (ii) Where there is no mutual agreement to implement a compressed work week schedule, hours of work will be scheduled in accordance with clause 15.03.
- (iii) The implementation of a compressed work week schedule shall not result in any additional overtime work or additional payment by reason only of such variation in hours.
- (iv) All operational requirements identified by management will be met.
- (v) For purposes of earned leave credits or other leave entitlements, a day shall be equal to seven decimal five (7.5) hours.
- (vi) A designated paid holiday shall account for seven decimal five (7.5) hours.
- (vii) The implementation of a compressed work week shall not be deemed to prohibit the right of the Council to schedule any hours of work permitted by the terms of the applicable collective agreement.
- (viii) Where a period of vacation, sick or other leave (except Bereavement Leave) is granted, it will be granted on an hourly basis with the hours debited for each day of leave being the same as the hours the employee would normally have been scheduled to work on that day. For the purpose of Bereavement Leave With Pay, a "day" will be a twenty-four (24) hour period.

### **15.06 Overtime**

- (a) When an employee whose hours of work are arranged under clause 15.01 is called back to work by the Council at any time outside his/her normal working hours, such hours involved will form part of the nineteen hundred and fifty (1950) hours as stated in clause 15.02.

- (b) An employee whose hours of work are scheduled in accordance with clause 15.03, shall be reimbursed overtime compensation for work performed outside of his/her scheduled hours on the following basis:
  - (i) on a normal work day, at one and one-half (1 1/2) times the employee's hourly rate of pay for each hour worked in excess of his/her regular scheduled working hours;
  - (ii) on a first day of rest, at one and one-half (1 1/2) times the employee's hourly rate of pay for each hour worked;
  - (iii) on a second or subsequent day of rest, at two (2) times the employee's hourly rate of pay for each hour worked.
- (c) At the discretion of the employee, compensation earned under clause 15.06 (b) and 15.07 may be taken in the form of compensatory leave at the appropriate overtime rate. Compensatory leave credits earned in a fiscal year and outstanding by September 30 of the following fiscal year will be liquidated by means of monetary compensation to the employee on the basis of one (1) hour's pay at straight-time rate as calculated from the employee's substantive position for each hour of compensatory leave credit so liquidated.
- (d) Except for an employee in receipt of a Field Survey Allowance under Article 25 or an employee compensated under clause 15.06 (b), an employee who is required by the Council to work on his/her day of rest or on a designated holiday, at other than his/her Council workplace, shall be compensated on the basis of one and one-half (1 1/2) hours' pay for each hour worked on the understanding that the employee will also receive his/her normal pay on a designated holiday. Compensation will be in the form of cheque except that on request of the employee and at the discretion of the Council, compensation may be taken in the form of leave.
- (e) An employee shall not be eligible to earn overtime credits unless he/she is requested in advance by an authorized officer of the Council to work overtime. It shall be the Council's responsibility to determine the amount of overtime to be worked. In addition, it shall be the Council's responsibility to determine when overtime work shall be performed.
- (f) An employee will claim overtime in the month following the month in which the overtime was worked or as soon as practicable thereafter.

#### **15.07 Fee for Service Work**

- (a) Except as provided in clause 15.06 (b), when the Director concerned or his/her designate requires an employee to work overtime, either in connection with «fee for service work» undertaken at the request of industrial firms or government agencies, or to provide essential internal support services required for such outside contract purposes, the Council agrees to reimbursement on a time and one-half basis, determined to the nearest quarter (1/4) hour of overtime worked.

- (b) Payments by cheque, if any, will be issued as soon as practical after the first day of the month following the month in which the overtime was worked.
- (c) The hourly rate at time and one-half is calculated as follows:

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

**\*\*ARTICLE 16 - TRAVELLING TIME**

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

**16.02**

- a) When an employee is required to travel outside the employee's headquarters area on Council business, as these expressions are defined by the Council, the time of departure and the means of such travel shall be determined by the Council and the employee will be compensated for travel time in accordance with clauses 16.03 and 16.04. Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of five (5) hours provided that such stop-over does not include an overnight stay.
- b) Notwithstanding clause 16.02 (a) above, when an employee whose hours of work are arranged under clause 15.01 is required to travel, such hours will form part of the nineteen hundred and fifty (1950) hours as stated in clause 15.02.

**16.03** For the purposes of clauses 16.02 and 16.04, the travelling time for which an employee shall be compensated is as follows:

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

\*\*

**16.04** If an employee is required to travel as set forth in clauses 16.02 and 16.03:

- a) On a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day.
- b) On a normal working day on which he/she travels and works, the employee shall be paid:
  - (i) his/her regular pay for the day for a combined period of travel and work not exceeding eight (8) hours,  
  
and
  - (ii) at the applicable overtime rate for additional travel time in excess of an eight (8) hour period of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours' pay at the straight-time rate in any day.
- c) On a day of rest or on a designated holiday, the employee shall be paid at the applicable overtime rate for hours traveled not to exceed fifteen (15) hours' pay at straight-time rate of pay.

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

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

**16.07** Compensation at the overtime rate shall not be paid for travelling time to courses, training sessions, conferences or seminars to which an employee is sent for the purpose of career development. However, such travelling time will be recognized as time worked in accordance with clauses 15.02 and 15.03.

## **ARTICLE 17 - DESIGNATED HOLIDAYS**

**17.01** Subject to clause 17.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,

- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Council, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Council, no such day is recognized as a provincial or civic holiday, the first Monday in August, and
- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

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

**17.03 Holiday Falling on a Day of Rest**

When a day, except Boxing Day, designated as a holiday under clause 17.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his day of rest. Boxing Day shall be observed on the first normal working day immediately following the calendar day on which Christmas Day is granted as a designated holiday.

**17.04** When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 17.03;

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

**17.05 Remuneration for Work on a Designated Paid Holiday**

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



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

or

b)

- (i) Upon request and with the approval of the Council, an employee shall be granted a day of leave with pay at a later date in lieu of the designated holiday and pay at time and one-half (1 1/2) for all hours worked, in accordance with the provisions of sub-clause 17.05(a).

The day of leave with pay at a later date earned under sub-clause 17.05(b)(i) is in lieu of the pay the employee would have been granted had he/she not worked on the designated holiday.

- (ii) The Council shall grant leave under the provisions of sub-clause 17.05(b)(i) at times which are mutually acceptable to the employee and to the Council.
- (iii) Leave credits earned but not granted by September 30 will be liquidated by means of monetary compensation to the employee on the basis of one (1) hour's pay at straight-time rate for each hour of leave credit so liquidated.

#### **17.06 Holiday Coinciding with a Day of Paid Leave**

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

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

### **ARTICLE 18 – RELIGIOUS OBSERVANCE**

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

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

**18.03** Notwithstanding clause 18.02, at the request of the employee and at the discretion of the Council, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within the same fiscal year the time off with pay is taken. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Council.

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

## **ARTICLE 19 - LEAVE GENERAL**

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

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

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

**19.04** The amount of vacation leave and sick leave with pay credited to an employee by the Council at the time when this Agreement becomes effective, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

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

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

## **ARTICLE 20 - VACATION LEAVE**

### **20.01**

- a) For the purposes of this Article only, all service within the Public Service, as defined in the *Public Service Labour Relations Act (PSLRA)*, whether continuous or discontinuous, shall count toward vacation leave earnings except where a person who on leaving the Public Service takes or has taken severance pay, retiring leave or a cash gratuity in lieu of retiring leave. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.
- b) For the purpose of clause 20.02 only, effective 1 April 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall be included in the calculation of vacation leave credits, once verifiable evidence of such service has been provided in a manner acceptable to the Council.

### **20.02 Accumulation of Vacation Leave**

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

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

**20.03** Leave provisions of clause 20.02 which are in excess of three (3) weeks per fiscal year shall be granted on a pro rata basis during the fiscal year in which the employee completes the required years of continuous employment.

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

#### **20.05 Granting of Vacation Leave**

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

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

#### **20.07 Scheduling of Vacation Leave**

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

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

#### **20.08 Substitution of Vacation Leave**

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

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

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

#### **20.09 Recall from Vacation Leave**

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

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

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

**20.10** The employee shall not be considered as being on vacation leave during any period for which reasonable expenses incurred may be reimbursed under clause 20.09.

#### **20.11 Carry-Over Provisions**

- (a) Employees shall be entitled to carry earned but unused vacation credits over into the following fiscal year to a maximum of two hundred sixty-two decimal five (262.5) hours leave. The 262.5 hours limit may only be exceeded where the Council cancels a previously scheduled period of vacation leave and reschedules the excess for use at a later date or where the employee was unable to schedule vacation leave based on management's request. Earned and unused vacation leave credits in excess of the 262.5 hours shall be compensated monetarily at the end of the fiscal year at the employee's daily rate of pay as calculated from the employee's substantive position.

- (b) Notwithstanding paragraph (a), if on May 11, 2009 or on the date an employee becomes subject to this Agreement after May 11, 2009, an employee has more than two hundred sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy five (75) hours per year shall be granted or paid in cash by March 31<sup>st</sup> of each year, commencing on March 31, 2010 until all vacation leave credits in excess of two hundred sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one installment per year and shall be at the employee's daily rate of pay as calculated from the employee's substantive position on March 31 of the previous vacation year.

#### **20.12 Liquidation of Vacation Leave**

Upon application by the employee and at the discretion of the Council, earned but unused vacation leave credits in excess of one hundred twelve decimal five (112.5) hours may be paid at the employee's daily rate of pay at the last day of the fiscal year.

#### **20.13 Leave when Employment Terminates**

Subject to clauses 20.14 and 20.15, when the employment of an employee is terminated for any reason, the employee or the employee's estate shall, in lieu of earned but unused vacation leave and unused furlough leave, be paid an amount equal to the product obtained by multiplying the number of days of such earned but unused leave by the daily rate of pay applicable to the employee immediately prior to the termination of employment.

#### **20.14 Vacation Leave Credits for Severance Pay**

Upon request, the Council shall grant the employee any unused vacation leave credits prior to termination of employment to enable the employee, for purposes of severance pay, to complete the first year of continuous employment in the case of lay-off.

#### **20.15 Abandonment**

An employee whose employment is terminated by reason of abandonment of position is entitled to receive the payment referred to in clause 20.13 above if so requested in writing within six (6) months following the date upon which employment was terminated.

#### **20.16 One Time Vacation Leave Entitlement**

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

The vacation leave credits provided in paragraph 20.16 above shall be excluded from the application of clause 20.11 dealing with Carry-Over of Vacation Leave.

#### **20.17 Appointment to another Public Service Employer**

Notwithstanding clause 20.13, an employee who resigns to accept an appointment with an organization listed in Schedules I, IV or V of the *Financial Administration Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

## **20.18 Appointment from another Public Service Employer**

The NRC agrees to accept unused vacation leave credits, up to a maximum of two hundred and sixty-two decimal five (262.5) hours, of an employee who resigns from an organization listed in Schedules I, IV or V of the *Financial Administration Act* in order to take a position with the NRC if the transferring employee is eligible and has chosen to have these credits transferred.

## **ARTICLE 21 - SICK LEAVE**

### **21.01 Credits**

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

nine decimal three seven five (9.375) hours for each calendar month in which the employee has received pay for at least seventy five (75) hours, and such leave credits shall be on a cumulative basis from year to year.

### **21.02 Granting of Sick Leave**

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

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

**21.03** Unless otherwise informed by the Council, a statement signed by the employee stating that because of his/her illness or injury the employee was unable to perform his/her duties shall, when delivered to the Council as soon as practicable, be considered as meeting the requirements of sub-clause 21.02(a).

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

### **21.05 Advance of Credits**

When an employee has insufficient credits to cover granting of sick leave with pay under the provisions of clause 21.02, sick leave with pay may, at the discretion of the Council, be granted

- a) for a period of up to one hundred eighty-seven decimal five (187.5) hours if the employee is awaiting a decision on an application for injury-on-duty leave, or
- b) for periods of up to one hundred twelve decimal five (112.5) hours if the employee has not submitted an application for injury-on-duty leave, provided that an employee's total sick leave deficit shall not exceed, one hundred twelve decimal five (112.5) hours,

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

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

**21.07** If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave and the compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

**21.08** Sick leave credits earned but unused by an employee during a previous period of employment with the Council shall be restored to an employee whose employment was terminated by reason of lay-off and who is re-appointed to the Council within two (2) years from the date of lay-off.

## **\*\*ARTICLE 22 - OTHER LEAVE WITH OR WITHOUT PAY**

### **22.01 Validation**

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

### **\*\*22.02 Bereavement Leave**

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

\*\*

In addition, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave only once during the employee's total period of employment in the public service.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement leave with pay which must include the day of the funeral or memorial commemorating the deceased or must begin within two (2) days following the death. During such leave the employee shall be paid for those days that are not regularly scheduled days of rest for the employee.
- (b) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

- (c) In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (d) When requested to be taken in two (2) periods,
  - i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
  - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
  - iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purpose of travel for these two (2) periods.
- (e) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's brother-in-law or sister-in-law and grandparents of spouse.
- (f) If, during a period of paid leave, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under paragraph (a), (b), (c) or (e) of this clause, the employee shall be granted bereavement leave with pay and the employee's leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (g) It is recognized by the parties that the circumstances that 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 and/or in a manner different from that provided for in this article.
- (h) The Council may require an employee to submit a relevant death certificate in respect of a request for bereavement leave.

### **22.03 Court Leave**

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

- (a) to be available for jury selection;
- (b) to serve on a jury; or
- (c) by subpoena or summons to attend as a witness in any proceeding held
  - i. in or under the authority of a court of justice or before a grand jury of Canada;
  - ii. before a court, judge, justice, magistrate or coroner of Canada;



- iii. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
- iv. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by Canadian law to compel the attendance of witnesses before it; or
- v. before an arbitrator or umpire or a person or body of persons authorized by Canadian law to make an inquiry and to compel the attendance of witnesses before it.

#### **22.04 Injury-on-Duty Leave**

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Council where it is determined by a provincial Workers' Compensation Board that the employee is unable to perform his/her duties because of

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

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

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

#### **22.05 Personnel Selection Leave**

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

#### **22.06 Medical Appointment for Pregnant Employees**

- (a) Three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

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

## **22.07 Maternity Leave Without Pay**

(A)

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

(a) Notwithstanding 22.07(A)(1):

- i. where the employee's new-born child is hospitalized within the period defined in 22.07(A)(1);

and

- ii. where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Council, returns to work for all or part of the period during which her new-born child is hospitalized; the period of maternity leave without pay defined in 22.07(A)(1) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee returned to work, to a maximum of eighteen (18) weeks.

(b) The extension described in 22.07(A)(1)(a) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

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

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

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

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

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

**\*\*22.08 Maternity Allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
  - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

- iii. has signed an agreement with the Employer stating that:
  - A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
  - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
  - C. should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), 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 Employer for an amount determined as follows:

$$\begin{array}{r}
 \text{(allowance received)} \quad \times \quad \frac{\text{(remaining period to be worked}} \\
 \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \text{following her return to work)}}{\text{[total period to be worked as}} \\
 \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \text{specified in (B)]}}
 \end{array}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" for each week of the waiting period, less any other monies earned during this period, and
  - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and
  - iii. Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety three per cent (93%) of her weekly rate of pay for each week (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 22.08(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;

- ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" to which the employee is entitled for her substantive level to which she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), 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 and the recruitment and retention "terminable allowance" she was being paid on that day.
- i. 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.
- j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**22.09 Special Maternity Allowance for Totally Disabled Employees**

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in 22.08(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving EI or the Québec Parental Insurance maternity benefits; and
- (2) has satisfied all of the other eligibility criteria specified in 22.08(a), except 22.08(a)(ii) and 22.08(a)(iii);

shall be paid, in respect of each week of maternity allowance not received for the reason described in 22.09(A)(1), the difference between ninety-three percent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" and the gross amount of her weekly disability benefit under the DI Plan, LTD Plan or via the *Government Employees Compensation Act*.

(B) An employee shall be paid an allowance under 22.09 and under 22.08 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits pursuant to the *EI Act* or the QPIP had she not been disqualified from EI or the Québec Parental Insurance maternity benefits for the reasons described in 22.09(A)(1) above.

**\*\*22.10 Parental Leave Without Pay**

- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),  
  
or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option), beginning on the day on which the child is born or the day on which the child comes into the employee's care.
  
- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period (standard option),  
  
or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),  
  
beginning on the day on which the child comes into the employee's care.
  
- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.
  
- d. Notwithstanding paragraphs (a) and (b):
  - i. 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
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while 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 while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
  
- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.

- f. The Employer may:
- i. defer the commencement of parental leave without pay at the request of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. 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.

#### **\*\*22.11 Parental Allowance**

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:

- Option 1: standard parental benefits, 22.11 paragraphs (c) to (k), or
- Option 2: extended parental benefits, 22.11 paragraphs (l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

#### **Parental Allowance Administration**

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:
- i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,  
and
  - iii. has signed an agreement with the Employer stating that:
    - A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

- B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance in addition to the period of time referred to in section 22.08(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 22.08(a)(iii)(B), if applicable.
- C. should he or she fail to return to work as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), 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 Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \times \text{(remaining period to be worked following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) 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).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

**Option 1 - Standard Parental Allowance:**

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee on parental leave without pay as described in 22.10(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental, adoption or paternity benefits, under the Employment Insurance Plan or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental, adoption or paternity benefits, less any other monies



earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;

- iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;
  - iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;
  - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 22.08(c)(iii) for the same child.
  - vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 22.08(c)(iii) and (c)(v) for the same child;
- d. At the employee’s request, the payment referred to in subparagraph 22.11(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.
  - e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Act Respecting Parental Insurance in Quebec.
  - f. The weekly rate of pay referred to in paragraph (c) shall be:

- i. 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;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

**Option 2 - Extended Parental Allowance:**

- I. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee on parental leave without pay as described in 22.10(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;

- iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 22.08(c)(iii) for the same child.
- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 22.08(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 22.11(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- o. The weekly rate of pay referred to in paragraphs (l) shall be:
  - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable), the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.

- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

#### **22.12 Special Parental Allowance for Totally Disabled Employees**

(A) An employee who:

(1) fails to satisfy the eligibility requirement specified in 22.11(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving EI or the QPIP benefits;

and

(2) has satisfied all of the other eligibility criteria specified in 22.11(A) except 22.11(a)(ii) and 22.11(a)(iii) shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in 22.12(A)(1), the difference between ninety-three per cent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance" and the gross amount of his weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

(B) An employee shall be paid an allowance under 22.12 and under 22.11 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits pursuant to the *EI Act* or the QPIP, had the employee not been disqualified from EI or the QPIP parental, paternity or adoption benefits for the reasons described in 22.12(A)(1) above.

#### **22.13 Maternity-Related Reassignment or Leave**

(a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the fifty-second (52<sup>nd</sup>) week following the birth, request the Council to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

(b) An employee's request under clause 22.13 (a) above must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Council may obtain an independent medical opinion.

- (c) An employee who has made a request under clause 22.13 (a) above is entitled to continue in her current job while the Council examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Council:
  - (i) modifies her job functions or reassigns her,
  - or
  - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Council shall modify the employee's job functions or reassign her.
- (e) Where the Council concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Council shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than fifty-two (52) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two weeks' notice in writing to the Council of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

**\*\*22.14 Leave Without Pay for the Care of Immediate Family**

- (a) Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

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- (b) For the purpose of this article, immediate family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of legal or common-law partner), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- (c) Subject to clause 22.14 (b), an employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:
  - (i) an employee shall notify the Council in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

- (ii) leave granted under this article shall be a minimum period of three (3) weeks;
- (iii) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (iv) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

\*\* (d) Compassionate care (removed)

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

**\*\*22.15 Caregiving Leave**

- a. An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in 22.15 (a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.
- d. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause 22.15 (a) above ceases to apply.

- e. 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

**\*\*22.16 Domestic Violence Leave**

For the purposes of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee’s child experiences from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
  - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
  - iii. to obtain professional counselling;
  - iv. to relocate temporarily or permanently; or
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d. The Employer may, in writing and no later than fifteen (15) days after an employee’s return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- e) Notwithstanding clauses 22.16 (b) to 22.16 (c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

**22.17 Leave Without Pay for Personal Needs**

Without restricting clause 22.21 and 22.22 leave without pay will be granted for personal needs, as follows:

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

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

**22.18 Leave Without Pay to Accompany Spouse**

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Except where the period of such leave is less than three (3) months, the period of leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" or "service", as applicable, for the purpose of calculating severance pay and vacation leave. Time spent on such leave which is for a period of more than three (3) months shall not be counted for the normal dwell period.

**\*\*22.19 Leave With Pay for Family Related Responsibilities**

\*\*

- (a) For the purpose of this clause, family is defined as any relative permanently residing in the employee's household or with whom the employee permanently resides, the employee's spouse, (or common-law partner resident with the employee), children (including foster children and children of legal or common-law partner and ward of the employee), parents (including step-parents or foster-parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- (b) The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- (c) The Council shall grant leave with pay under the following circumstances:
  - (i) An employee is expected to make every reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude absences from work, however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the



dependent family member is incapable of attending the appointment alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his/her supervisor of the appointment as far in advance as possible;

- (ii) 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;
- (iii) Leave with pay for needs directly related to the birth or to the adoption of the employee's child;
- (iv) To attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- (v) To provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- (vi) Seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 22.19 (b) above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

#### **22.20 Examination Leave**

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

#### **22.21 Other Leave With Pay**

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

- (a) at its discretion, the Council may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, and emergencies affecting the community or place of work;
- (b) every employee who is a qualified elector in municipal elections in Canada, shall, for the purpose of voting on an election day, be excused from duty for a period sufficient to allow three (3) consecutive hours to vote immediately prior to the closing of the polls. In exceptional circumstances where the distance that the employee must travel in order to vote requires more than this time, reasonable time off beyond that provided above may be granted;
- (c) with reference to federal and provincial elections, excused duty for voting purposes shall be sufficient to allow an employee the number of consecutive hours to vote immediately

prior to closing of the polls specified in the *Canada Elections Act* or the relevant provincial election act;

- (d) at the Council's discretion, special leave with pay may be granted if required to enable an employee to attend to urgent business arising from a serious domestic contingency or difficulty.

## **22.22 Leave Without Pay for Other Reasons**

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

## **22.23 Personal Leave**

Subject to operational requirements as determined by the Council and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours.

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

## **ARTICLE 23 – PAY**

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

**23.02** Subject to 23.04, an employee shall be paid on the rates of pay specified in Schedule 1.

### **23.03**

- (a) The rates of pay set forth in Schedule 1 shall become effective on the date specified therein.
- (b) Where the rates of pay set forth in Schedule 1 have an effective date prior to the date of signing of the Agreement the following shall apply:
  - (i) "retroactive period" for the purpose of clauses (ii) to (vi) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed or when an arbitral award is rendered therefore;

- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or in the case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period;
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
- (iv) for former employees or, in the case of death, for the former employees' representatives, the Council shall make payment in accordance with Clause (b) (iii) to such individuals at their last known address by registered mail. If the payment is undeliverable and returned to the Council it will be held for ninety (90) days after which time any obligation upon the Council to provide payment ceases;
- (v) for promotions, demotions, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated using the revised rate of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay show immediately below the rate of pay being received prior to the revision;
- (vi) no payment shall be made pursuant to clause 23.03 (b) for one dollar or less.

**23.04 New University Graduates**

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

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

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

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

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

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

**23.08 Acting Pay**

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

**ARTICLE 24 - FLYING ALLOWANCE**

**24.01**

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

**ARTICLE 25 - FIELD SURVEY ALLOWANCE**

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

- (a) the employee completes a minimum of thirty (30) calendar days on field survey work in a consecutive three hundred and sixty-five (365) day period;

(b) the minimum number of days referred to in (a) is made up of periods of not less than five (5) consecutive calendar days.

**25.02** Subject to 25.01 (a) and (b) above, an employee shall be paid on a pro rata basis for periods of field survey work of less than thirty (30) calendar days.

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

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

## **ARTICLE 26 – PILOT RESPONSIBILITY ALLOWANCE**

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

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

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

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

## **ARTICLE 27 - SEVERANCE PAY**

### **27.01 General**

For the purpose of determining the amount of severance pay to which an employee is entitled under this Article the employee's years of continuous service shall be reduced by any period of continuous service in respect of which the employee was already granted termination benefits such as severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under Article 27 be pyramided.

**27.02** For greater certainty, payments made pursuant to 25.14 to 25.17 of appendix B or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause. This payment shall also be included in Workforce Adjustments (WFA) calculations with respect to the maximum total lay-off benefits to which a surplus employee is entitled under the NRC WFA Policy.

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

#### **27.04 Lay-off**

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

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

**27.06** Subject to clause 27.01, in the case of an employee who is laid-off for the first (1<sup>st</sup>) time, the amount of severance pay for the first (1<sup>st</sup>) complete year of continuous service shall be two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous service, or four (4) weeks' pay for employees with twenty or more years of continuous service, plus one (1) week's pay for each additional complete year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixty-five (365).

**27.07** Subject to clause 27.01, in the case of an employee who is laid-off for a second (2<sup>nd</sup>) or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixty-five 365, less any period in respect of which the employee was granted severance pay under 27.06 above.

#### **27.08 Death**

Subject to clause 27.01, regardless of any other benefit payable, if an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous service, comprised of one (1) week's pay for each complete year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

#### **27.09 Release for Incapacity or Incompetence**

(a) Subject to clause 27.01, when an employee is released for incapacity, the amount of severance pay on termination of employment shall be one (1) week's pay for each complete year of continuous service with a maximum benefit of twenty-eight (28) weeks' pay;

- (b) Subject to clause 27.01, when an employee, who has completed ten (10) years of continuous service, is released for incompetence, the amount of severance pay on termination of employment shall be one (1) week's pay for each complete year of continuous service with a maximum benefit of twenty-eight (28) weeks' pay.

### **27.10 Rejection on Probation**

Subject to clause 27.01, on rejection on probation, when an employee appointed to the continuing staff of the Council has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be paid one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

### **27.11 Appointment to another Public Service Employer**

An employee who resigns to accept an appointment with an organization listed in Schedule I, IV and V of the *Financial Administration Act* shall be paid any outstanding severance payments if applicable under Appendix B.

**27.12** For employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix B.

## **ARTICLE 28 - NATIONAL JOINT COUNCIL AGREEMENTS**

**28.01** Subject to Section 1.3 of Appendix "E" of the National Joint Council By-Laws, agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this collective agreement, subject to the *Public Service Labour Relations Act (PSLRA)* and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in section 113 (b) of the *PSLRA*.

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

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

- Bilingualism Bonus Directive
- Commuting Assistance Directive
- Occupational Health and Safety Directive

- Integrated Relocation Directive
- Travel Directive
- First aid to the Public- Allowance to Employees
- Public Service Health Care Plan
- Uniforms Directive

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

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

## **ARTICLE 29 - CONTRACTING OUT**

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

## **ARTICLE 30 - NO DISCRIMINATION**

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

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

**30.03** If by reason of paragraph 30.02 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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



## **ARTICLE 31 – SEXUAL HARASSMENT**

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

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

**31.03** If by reason of paragraph 31.02 a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

## **ARTICLE 32 - DUTY ABOARD VESSELS**

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

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

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

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

### **32.05 Claims for Personal Effects**

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

## **\*\*ARTICLE 33 - INFORMATION**

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

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

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

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

## **ARTICLE 34 – RESTRICTION ON OUTSIDE EMPLOYMENT**

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

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

## **ARTICLE 35 – LEAVE FOR LABOUR RELATIONS MATTERS**

### **Public Service Labour Relations Board Hearings**

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

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

- (a) to an employee who makes a complaint on their own behalf before the Public Service Labour Relations Board,  
  
and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

#### **35.02 Applications for Certification, Representations and Interventions With Respect to Applications for Certification**

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

- (a) to an employee who represents the Institute in an application for certification or in an intervention,  
  
and
- (b) to an employee who makes personal representations with respect to a certification.

#### **35.03 Employee Called as a Witness**

The Council will grant leave with pay:

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

#### **35.04 Arbitration Board, Public Interest Commission Hearings and Alternative Dispute Resolution Process**

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

### **35.05 Employee Called as a Witness**

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

### **35.06 Adjudication**

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

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

### **Meetings during the Grievance Process**

#### **35.07 Employee Presenting Grievance**

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

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

#### **35.08 Employee Who Acts as Representative**

Where an employee wishes to represent at a meeting with the Council, an employee who has presented a grievance, the Council will, where operational requirements permit, grant leave with pay to the representative when the meeting is held in the headquarters area of such employee

and leave without pay when the meeting is held outside the headquarters area of such employee.

### **35.09 Grievance Investigations**

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

### **35.10 Contract Negotiations Meetings**

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

### **35.11 Preparatory Contract Negotiations Meetings**

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

### **35.12 Meetings between the Institute and Management**

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

### **35.13 Institute Meetings and Conventions**

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

### **35.14 Stewards Training Courses**

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

**ARTICLE 34- REGISTRATION FEES moved to ARTICLE 13**

## **ARTICLE 36 – WORKFORCE ADJUSTMENT POLICY**

**36.01** The NRC Work Force Adjustment (WFA) Policy shall form part of this collective agreement and shall be reviewed and negotiated by the signatories to the Policy in accordance with the terms and conditions described in the Policy.

## **ARTICLE 37 - AGREEMENT RE-OPENER**

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

**\*\*ARTICLE 38 - DURATION AND RENEWAL**

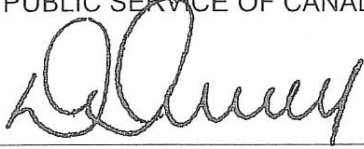
**38.01** The duration of this collective agreement shall be from the date it is signed to 19 July 2022 and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

The parties agree to this collective agreement and that all appendices and letters of understanding are incorporated into, and form part of the agreement.

**38.02** Signed at Ottawa, Ontario on this 30<sup>th</sup> day of the month August 2019.

PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA

NATIONAL RESEARCH COUNCIL  
CANADA



Debi Daviau

Emily Harrison

Craig Bihun

Francois Cordeau

Catherine Cheung

Michael Curry

Christa Homenick

Leah Kennedy

Tom O'Rourke

Mireille Lycan

Georgette MacDonald

Betty Rodriguez

Briana Wafer

Nicholas Pernal

Amy Campbell

**\*\*SCHEDULE 1 – RATES OF PAY**

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

- A – Effective 20 July 2018 (wage adjustment – increased by 0.8%)
- B – Effective 20 July 2018 (all rates of pay increased by 2%)
- C – Effective 20 July 2019 (wage adjustment – increased by 0.2%)
- D – Effective 20 July 2019 (all rates of pay increased by 2%)
- E – Effective 20 July 2020 (all rates of pay increased by 1.5%)
- F – Effective 20 July 2021 (all rates of pay increased by 1.5%)

**JRO/RCO-01**

From:	52,854	54,513	56,172	57,833	59,490	61,151	62,816	64,689	
A	53,277	54,949	56,621	58,296	59,966	61,640	63,319	65,207	
B	54,343	56,048	57,753	59,462	61,165	62,873	64,585	66,511	#
C	54,452	56,160	57,869	59,581	61,287	62,999	64,714	66,644	
D	55,541	57,283	59,026	60,773	62,513	64,259	66,008	67,977	#
E	56,374	58,142	59,911	61,685	63,451	65,223	66,998	68,997	#
F	57,220	59,014	60,810	62,610	64,403	66,201	68,003	70,032	#

**AsRO/RCO-02**

From:	68,567	72,116	75,682	79,233	82,793	86,347	89,907	92,735	95,228
A	69,116	72,693	76,287	79,867	83,455	87,038	90,626	93,477	95,990
B	70,498	74,147	77,813	/ 81,464	85,124	/ 88,779	92,439	/ 95,347	97,910
C	70,639	74,295	77,969	81,627	85,294	88,957	92,624	95,538	98,106
D	72,052	75,781	79,528	/ 83,260	87,000	/ 90,736	94,476	/ 97,449	100,068
E	73,133	76,918	80,721	/ 84,509	88,305	/ 92,097	95,893	/ 98,911	101,569
F	74,230	78,072	81,932	/ 85,777	89,630	/ 93,478	97,331	/ 100,395	103,093



**AcRO/RCO-03**

From:	97,716	100,208	102,694	105,187	107,675	111,111	113,980
A	98,498	101,010	103,516	106,028	108,536	112,000	114,892
B	100,468	103,030 /	105,586	108,149 /	110,707 /	114,240 /	117,190
C	100,669	103,236	105,797	108,365	110,928	114,468	117,424
D	102,682	105,301 /	107,913	110,532 /	113,147 /	116,757 /	119,772
E	104,222	106,881 /	109,532	112,190 /	114,844 /	118,508 /	121,569
F	105,785	108,484 /	111,175	113,873 /	116,567 /	120,286 /	123,393

**SRO/RCO-04**

From	116,851	119,723	122,590	125,457	128,329	131,199	134,258	137,318
A	117,786	120,681	123,571	126,461	129,356	132,249	135,332	138,417
B	120,142 /	123,095 /	126,042 /	128,990 /	131,943 //	134,894 /	138,039 /	141,185
C	120,382	123,341	126,294	129,248	132,207	135,164	138,315	141,467
D	122,790 /	125,808 /	128,820 /	131,833 /	134,851 //	137,867 /	141,081 /	144,296
E	124,632 /	127,695 /	130,752 /	133,810 /	136,874 //	139,935 /	143,197 /	146,460
F	126,501 /	129,610 /	132,713 /	135,817 /	138,927 //	142,034 /	145,345 /	148,657

**PRO/RCO-05**

From:	140,373	143,433	146,402	149,416
A	141,496	144,580	147,573	150,611
B	144,326 /	147,472 /	150,524 /	153,623
C	144,615	147,767	150,825	153,930
D	147,507 /	150,722 /	153,842 /	157,009
E	149,720 /	152,983 /	156,150 /	159,364
F	151,966 /	155,278 /	158,492 /	161,754

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

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

## **\*\*APPENDIX A - MOA with respect to Research and Scientific Integrity**

The purpose of this MOA is to establish a framework for the joint development of Research and Scientific Integrity policies and guidelines between PIPSC and the NRC.

The parties to this Agreement recognize that research and scientific integrity constitutes an integral part of the employer's and employee's work. Ensuring and enhancing research and scientific integrity is vital to the decision making process in the public administration and is the responsibility of all employees. It enables decision makers to draw upon high quality, wide-ranging and robust scientific and social scientific evidence for informed decision making. Research and scientific integrity involves the application of concepts of transparency, openness, high quality work, avoidance of conflict of interest and ensuring high standards of impartiality and research ethics. In this context, the parties recognize the need to promote a culture of research and scientific integrity within government science and research.

The Government of Canada firmly believes that government science should be publicly available and is an important part of an evidence-based decision-making process.

The Directive on the Management of Communications stipulates that spokespersons and subject matter experts may speak publicly about their own area of expertise and research, while respecting the Values and Ethics Code for the Public Sector. Deputy Heads have been asked to provide their ongoing attention to the implementation of the policy requirements within their separate agency that allow government scientists to speak publicly about their work. As part of the implementation, Deputy Heads should communicate directly with the employees of their separate agency to ensure they are aware of the communications policy and how it applies to them.

The parties recognize the importance of balancing the requirements of research and scientific integrity and those of the Values and Ethics Code for the Public Sector as adopted April 2, 2012.

The principles and guidelines of research and scientific integrity include the release of scientific information and data to the public in a timely manner and in keeping with the Government of Canada's Directive on Open Government; the attribution and acknowledgement of the contributions of Government of Canada science/scientists; where appropriate, acknowledgement in official publications or communications where a significant (meaningful) contribution to programs, policy or regulations has been made, including the names and roles of those who made significant contributions to the research.

Further, principles and guidelines on research and scientific integrity ensure that research and science is high quality, free from political, commercial, and client interference; ensure the education of employees of the separate agency on the role of research and science in evidence-based decision making. The Government of Canada recognizes the importance of professional development, and the employee's role in the development of government policy or advice.

## **Implementation and governance**

The NRC shall be required to maintain a Research and Scientific Integrity Policy and Procedures in consultation with PIPSC Representatives. Such policies shall address the principles/guidelines outlined above, including the right to speak publicly identified in the collective agreement.

The NRC shall report annually at the Joint Consultation Committee (JCC) on the progress toward implementing this MOA and NRC Research and Scientific Integrity policy. In addition, the President of the NRC, the Chief Science Advisor, once appointed and President of PIPSC will meet annually to take stock of progress and decide on course correction.

The NRC shall report annually at the Joint Consultation Committee (JCC) on the progress toward implementing this MOA and NRC Research and Scientific Integrity policies. In addition, the Secretary of the Treasury Board, Chief Science Advisor, once appointed and President of PIPSC will meet annually to take stock of progress and decide on course correction.

## **The National Research Council**

Emily Harrison  
Amy Campbell

## **The Professional Institute of the Public Service of Canada**

Debi Daviau  
Nicholas Pernal

## **APPENDIX B - Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)**

This Appendix is to reproduce the historical provisions related to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) to reflect the agreed language in cases of deferred payment.

### **ARTICLE 25 - SEVERANCE PAY**

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

#### **25.01 General**

For the purpose of determining the amount of severance pay to which an employee is entitled under this Article the employee's years of continuous service shall be reduced by any period of continuous service in respect of which the employee was already granted termination benefits such as severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public Service, a federal crown corporation, the Canadian Armed Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under Article 25 be pyramided.

**25.02** For greater certainty, payments made pursuant to 25.14 to 25.17 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause. This payment shall also be included in Workforce Adjustments (WFA) calculations with respect to the maximum total lay-off benefits to which a surplus employee is entitled under the NRC WFA Policy.

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

#### **25.04 Lay-off**

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

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

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

**25.07** Subject to clause 25.01, in the case of an employee who is laid-off for a second (2<sup>nd</sup>) or subsequent time, the amount of severance pay shall be one (1) week's pay for each

completed year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixty-five 365, less any period in respect of which the employee was granted severance pay under 25.06 above.

### **25.08 Resignation**

Subject to clauses 25.01 and 25.09, an employee who has ten (10) or more years of continuous service is entitled to be paid on resignation from the Council severance pay equal to the amount obtained by multiplying half of the employee's weekly rate of pay on effective date of resignation by the number of completed years of continuous service to a maximum of twenty-six (26) with a maximum benefit of thirteen (13) weeks' pay. Except that clause 25.08 shall not apply to an employee who resigns to accept employment in the Public Service or a federal crown corporation that accepts the transfer of leave credits.

### **25.09 Retirement**

Subject to clause 25.01, on termination of employment:

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

or

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

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

### **25.10 Death**

Subject to clause 25.01, regardless of any other benefit payable, if an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous service, comprised of one (1) week's pay for each complete year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

### **25.11 Release for Incapacity or Incompetence**

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

### **25.12 Rejection on Probation**

Subject to clause 25.01, on rejection on probation, when an employee appointed to the continuing staff of the Council has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be paid one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

### **25.13 Appointment to another Public Service Employer**

An employee who resigns to accept an appointment with an organization listed in Schedule I, IV and V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 25.08 (prior to May 1, 2014) or 25.14 to 25.17 commencing (commencing May 1, 2014).

### **25.14 Severance Termination**

- (a) Subject to clause 25.01, indeterminate employees on May 1, 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to clause 25.01, term employees on May 1, 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

### **Terms of Payment**

#### **25.15 Options**

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

- (a) as a single payment at the rate of pay of the employee's substantive position as of May 1, 2014, or
- (b) as a single payment at the time of the employee's termination of employment from the Council, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Council, or

- (c) as a combination of (a) and (b), pursuant to 25.16(c).

#### **25.16 Selection of Option**

- (a) The Employer will advise the employee of his/her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 25.15(c) must specify the number of complete weeks to be paid out pursuant to 25.15(a) and the remainder to be paid out pursuant to 25.15(b).
- (d) An employee who does not make a selection under 25.16(b) will be deemed to have chosen option 25.15(b).

#### **25.17 Appointment from a Different Bargaining Unit**

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

- (a) Subject to clause 25.01, on the date an indeterminate employee becomes subject to this Agreement after May 1, 2014, he/she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his/her substantive position on the day preceding the appointment.
- (b) Subject to clause 25.01, on the date a term employee becomes subject to this Agreement after May 1, 2014, he/she shall be entitled to severance payment payable under 25.15(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his/her substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 25.15; however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

**\*\*APPENDIX C - MEMORANDUM OF UNDERSTANDING - Agreement with Respect to  
Leave for Union Business – Cost Recovery  
Research Officers and Research Council Officers (RO/RCO) – exp. 19 July 2022**

This Memorandum of Understanding (MoU) is to give effect to an agreement reached between the National Research Council of Canada (the Employer) and the Professional Institute of the Public Service of Canada (the Institute) to implement a system of cost recovery for leave for union business.

The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

The MoU shall form part of the NRC – RO/RCO collective agreement expiring in 2022 at the dates specified above.

- Leave granted to an employee under the following clauses of the collective agreement:
  - RO/RCO: 35.2, 35.10, 35.11, 35.13, 35.14 (a)

will be with pay for periods of up to three (3) months of continuous leave per fiscal year.

- It is agreed that leave with pay granted under the above-noted clauses for union business will be paid for by the Employer pursuant to the MoU, effective upon its signature.
- The Institute shall then reimburse the Employer for the actual gross salary paid for each person-day, in addition to which shall also be paid to the Employer by the Institute an amount equal to six percent (6%) of the actual gross salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work during the period of approved leave with pay pursuant to this MoU.
- On a bi-monthly basis, and within 120 days of the end of the relevant period of leave, the hiring Department/Agency will invoice the Institute for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.
- The Institute agrees to reimburse the Department/Agency for the invoice within sixty (60) days of the date of the invoice.



**\*\*APPENDIX D - MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL RESEARCH COUNCIL CANADA AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH RESPECT TO GENDER INCLUSIVE LANGUAGE**

This memorandum is to give effect to the agreement reached between the National Research of Canada and the Professional Institute of the Public Service of Canada regarding the review of language in the RO/RCO collective agreement.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above noted collective agreements, establishing a Joint Committee to review the collective agreements to identify opportunities to render the language more gender inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.

Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language, but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

The Joint Committee agrees to begin their work in 2020 and will endeavour to finalize the review by December 2021. These timelines may be extended by mutual agreement.

**\*\*APPENDIX E - MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL RESEARCH COUNCIL OF CANADA (NRC) AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (PIPSC) WITH RESPECT TO WORKPLACE HARASSMENT**

This memorandum is to give effect to the agreement reached between the National Research Council Canada (NRC) and the Professional Institute of the Public Service of Canada (the Institute).

Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65 *An Act to amend the Canada Labour Code* by the Government of Canada, as well as the Clerk of the Privy Council's initiative to take action to eliminate workplace harassment, the NRC will develop a new directive covering both harassment and violence situations.

During this process, the NRC will consult with the Institute on the following:

- mechanisms to guide and support employees through the harassment resolution process;
- redress for the detrimental impacts on an employee resulting from an incident of harassment; and
- ensuring that employees can report harassment without fear of reprisal.

The implementation and application of this directive do not fall within the purview of this MOU or the collective agreement.

This memorandum expires upon issuance of the new directive or (expiry of the collective agreement), whichever comes first.

**\*\* APPENDIX F - Memorandum of Agreement on Supporting Employee Wellness**

The parties recognize that this agreement is conditional upon the conclusion of a renewed Memorandum of Agreement (MOA) on Supporting Employee Wellness between Treasury Board and the Professional Institute of the Public Service of Canada.

Upon signature of a revised MOA, the parties agree to take the necessary steps to implement applicable changes that will result once an agreement is reached on the Employee Wellness Support Program (EWSP).

The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workforce after periods of leave due to illness or injury.

## **\*\*APPENDIX G - MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

Notwithstanding the provisions of clause 23.3 on the calculation of retroactive payments this memorandum is to give effect to the understanding reached between the Employer and the Professional Institute of the Public Service of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

### **1. Calculation of retroactive payments**

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
  - Substantive salary
  - Promotions
  - Deployments
  - Acting pay
  - Extra duty pay/Overtime
  - Additional hours worked
  - Maternity leave allowance
  - Parental leave allowance
  - Vacation leave and extra duty pay cash-out
  - Severance pay
  - Salary for the month of death
  - Transition Support Measure
  - Eligible allowances and supplemental salary depending on collective agreement
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## 2. **Implementation**

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
  - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
  - ii. Changes to existing compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
  - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).
- b. Collective agreement will be implemented over the following timeframes:
  - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

## 3. **Employee Recourse**

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.

- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment, to a maximum total payment of four hundred and fifty dollars (\$450).
- d. Should the Treasury Board of Canada negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, the National Research Council will compensate the Institute members for the difference in an administratively feasible manner.
- e. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.
- f. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.
- g. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Institute regarding the format of the detailed breakdown.
- h. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.