

**AGREEMENT BETWEEN**

**THE NATIONAL RESEARCH COUNCIL OF CANADA**

**AND**

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

***GROUP: TRANSLATORS (TR)***

*Expiry: 20 June 2022*

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

## **ARTICLE 1 - PURPOSE, RECOGNITION AND APPLICATION OF AGREEMENT**

**1.01** 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.

**1.02** 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 increased efficiency. Accordingly, the parties are determined to establish and foster an effective working relationship.

**1.03** The Council recognizes the Professional Institute as the exclusive bargaining agent for all employees in the bargaining unit described in the certificate issued by the Public Service Staff Relations Board (PSSRB) on the 19<sup>th</sup> day of June 1968, covering employees of the Council classified in the Translator grades, Administrative and Foreign Service Category.

**1.04** The Council recognizes that it is a proper function and a 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).

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

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

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

## **ARTICLE 2 - INTERPRETATION AND DEFINITIONS**

**2.01 For the purpose of this Agreement,**

- a) "bargaining unit" means all the employees of the Council classified in the Translator grades, Administrative and Foreign Service Category, as described in the certificate issued by the former *Public Service Staff Relations* Board on 19 June, 1968 (« unité 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) "compensatory leave" means leave with pay in lieu of payment by cheque as provided for in Article 11 - Overtime, Article 12 - Call-Back Pay and Article 28 - Travelling. Such

- leave with pay will be computed and credited to the employee at the same overtime rate as for monetary compensation (« congé de compensation »);
- d) "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 »);
  - 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 his/her being on leave of absence (« jour de repos »);
  - g) "double time" means twice the "hour for hour" rate (« tarif double »);
  - h) "employee" means a person who is a member of the bargaining unit (« employé »);
  - i) "Employer", "Council" and "NRC" mean the National Research Council of Canada (« employeur », le « Conseil » et le « CNRC »);
  - j) "headquarters area" has the same meaning as given in the expression in the NRC Travel Directive as may be amended from time to time (« zone d'affectation »);
  - k) "holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a holiday in this Agreement (« jour férié »);
  - l) "hour for hour" means the employee's weekly rate of pay divided by thirty-seven decimal five (37.5) (« heure pour heure »);
  - m) "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 »);
  - n) "leave of absence" means permission to be absent from duty (« congé d'absence »);
  - o) "membership dues" mean the dues established pursuant to the bylaws 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 »);
  - p) "Professional Institute" means the Professional Institute of the Public Service of Canada (« Institut professionnel »);
  - q) "Public Service" means Public Service as defined in the, *Public Service Labour Relations Act* Schedule 1 (« fonction publique »);
  - r) "spouse" will, when required, be interpreted to include "common-law partner" as defined in this article (« époux »);
  - s) "straight-time rate" means the employee's weekly rate of pay divided by thirty-seven decimal five (37.5) (« taux simple »);
  - t) "time and one-half" means one and one-half (1 1/2) times the hour for hour rate (« taux et demi »);

- u) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176 (« taux de rémunération hebdomadaire »);

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

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

### **ARTICLE 3 - INTERPRETATION OF AGREEMENT**

**3.01** 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 such dispute shall in the first instance be referred in writing to the parties who will meet within a reasonable time and seek to resolve the problem. This Article does not prevent an employee from making use of the grievance procedure provided in this Agreement.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** All the functions, rights, powers and authority that 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 - RIGHTS OF EMPLOYEES**

**5.01** Nothing in this Agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

**\*\***

#### **5.02 No Discrimination or Harassment**

**\*\***

- (a) 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, color, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity and expression, disability, family status, marital status, genetic characteristics, conviction for which a pardon has been granted or membership or activity in the Professional Institute.

- (b) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (c) By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination or harassment. The selection of the mediator will be by mutual agreement.
- (d) Upon request by the complainant(s) and/or the respondent(s), an official copy of the investigation report shall be provided to them by the Council subject to the *Access to Information and Privacy Act*.

**5.03 Sexual Harassment**

- (a) 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 workplace.
- (b) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (c) 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.
- (d) Upon request by the complainant(s) and/or the respondent(s), an official copy of the investigation report shall be provided to them by the Council subject to the *Access to Information and Privacy Act*.

**ARTICLE 6 - PART-TIME EMPLOYEES**

**6.01 General**

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, except that:

- (a) **Hours Paid and Overtime**  
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 Article 10, and at time and one-half (1 1/2) the hourly rate of pay for all hours of work performed in excess of those hours.
- (b) **Leave**  
Leave will only be provided

- i) where it may displace other leave as prescribed by this Agreement, or
  - ii) during those periods in which the employees are scheduled to perform their duties;

(c) **Days of Rest**

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

(d) **Designated Holidays**

i. A part-time employee shall not be paid for the designated holidays but shall instead, be paid a premium of four and one-quarter percent (4.25%) 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 that is prescribed as a designated paid holiday for a full-time employee in clause 15.01 of this agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for all hours worked on the holiday.

(e) **Severance Pay**

For the purposes of Article 26 (Severance Pay), an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees. For such an employee who, on the date of the termination of his/her employment is a part-time employee, the weekly rate of pay referred to in Article 26 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

(f) **Pay Increment**

The pay increment 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 7 - APPOINTMENT OF AND TIME-OFF FOR STEWARDS  
OR REPRESENTATIVES**

**7.01** The Council acknowledges the right of the Professional Institute to appoint Stewards or Representatives from amongst the employees. The Council and the Professional Institute shall by mutual agreement determine the geographical area of jurisdiction of each Steward or



Representative, having regard to the plan of organization and the distribution of employees at the workplace.

**7.02** A Steward or Representative appointed in accordance with clause 7.01 shall obtain the permission of his/her immediate supervisor before leaving work to investigate the complaint of an urgent nature from a fellow employee, to meet with local management for the purpose of discussing such complaints or problems directly related to employment and to attend meetings called by management. Such permission shall not be unreasonably withheld.

## **ARTICLE 8 - INFORMATION**

**8.01** The Council agrees to supply the Professional Institute each month with the name, classification, NRC Portfolio/Branch/IRAP and geographic location of each new employee and of each person who ceases to be an employee.

**8.02** 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.

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

**8.04** The Council will make available to the Institute specific locations on its premises for the placement of reasonable quantities of literature of the Institute.

## **ARTICLE 9 - CHECK-OFF**

**9.01** Except as provided in clause 9.04, 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 in the bargaining unit covered by this Agreement.

**9.02** 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 9.01.

**9.03** For the purpose of applying clause 9.01, deductions from pay for each employee in respect of each month will start with the first full month of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Council shall not be obligated to make these deductions from subsequent salary.

**9.04** An employee who satisfies the Professional Institute to the extent that he or she declares in an affidavit filed with the Professional Institute that he/she 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 he/she 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.

**9.05** It is understood that the amounts deducted in accordance with clause 9.01 shall be remitted by cheque to the Professional Institute by Public Works and Government Services Canada within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

**9.06** 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.

**9.07** For the duration of this Agreement, no employee organization, as defined in Section 2 of the Public Service Labour Relations Act, 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.

**9.08** 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.

## **ARTICLE 10 - HOURS OF WORK**

**10.01** The normal work week shall be thirty-seven decimal five (37.5) hours, and the normal daily hours of work shall be seven decimal five (7.5). These hours may be varied at the Council's discretion to allow for summer and winter hours provided that the annual total is 1950 hours.

**10.02** The normal work week shall be Monday through Friday and the normal work day shall be scheduled between 7:00 a.m. and 6:30 p.m.

**10.03** Provided that operational requirements are met and after successful consultation between representatives of the Council and representatives of the employees, employees may work according to a system of flexible hours between the hours of 7:00 a.m. and 6:30 p.m. on the understanding that such flexible hours will be subject to the provisions of clause 10.01 above.

**10.04** An employee shall be granted two (2) consecutive days of rest during each seven (7) day period.

**10.05** Employees will report their attendance in a manner prescribed by the Council.

**10.06 Compressed Work Week**

- (a) The Council and the Institute hereby agree that employees may work on a compressed work week schedule subject to the provisions of this clause.
- (b) The implementation of a compressed work week schedule will require the mutual agreement of the Council and the employee(s) in the workplace affected.
- (c) Where there is no mutual agreement to implement a compressed work week schedule, hours of work will be scheduled in accordance with the Hours of Work article.
- (d) 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.
- (e) All operational requirements identified by management will be met.
- (f) For purposes of earned leave credits or other leave entitlements, a day shall be equal to seven decimal five (7.5) hours.
- (g) A designated paid holiday shall account for seven decimal five (7.5) hours.
- (h) 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 collective agreement.
- (i) 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 twentyfour (24) hour period.

**ARTICLE 11 - OVERTIME**

**11.01 In this group of clauses,**

"Overtime" means work performed by an employee with the prior knowledge and prior approval of an authorized officer of the Council in the employee's Portfolio/Branch/IRAP, in excess and outside of the employee's scheduled hours of work, but excludes time worked on a designated holiday.

**11.02** Subject to its operational requirements the Council shall make every reasonable effort

- (a) to allocate overtime work on an equitable basis among the readily available qualified employees, and
- (b) to give employees who are required to work overtime as much advance notice as possible of this requirement, preferably not less than twelve (12) hours' advance notice.

**11.03** An employee who is required by the Council to work overtime on his/her normally scheduled work day is entitled to compensation at time and one-half (1½) for all hours of overtime worked.

**11.04**

- (a) An employee shall receive overtime compensation for earned credits by means of payment by cheque, which will be issued as soon as practicable after the first day of the month following the month during which the overtime was worked, or upon request of an employee, and with the approval of the Council, receive compensatory leave in lieu of monetary payment. Such leave with pay will be computed at the same premium rate as if the overtime had been compensated monetarily.
- (b) Consistent with operational requirements and subject to adequate advance notice by the employee, the Council shall grant compensatory leave at times that are mutually acceptable to the employee and to the Council.
- (c) Compensatory leave credits earned in a fiscal year and outstanding on September 30 of the following fiscal year, will be liquidated by means of payment to the employee on the basis of one (1) hour's pay at straight-time rate for each hour of compensatory leave credit so liquidated.

Compensatory leave credits liquidated under clauses 11.09, 11.10 and 11.11 shall be liquidated in accordance with the provisions of this clause.

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

- (a) at the rate of time and one-half (1 1/2) for each of the first seven decimal five (7.5) hours of overtime worked by the employee, and double (2) time for each hour of overtime worked by the employee thereafter on that day, except that;
- (b) on the employee's second and subsequent days of rest at the double time rate for each hour worked by the employee, provided that the days of rest are in an unbroken series of consecutive and contiguous calendar days and the employee has worked on the first day of rest.

**11.06** All overtime credits earned shall be recorded on the basis of each completed one-half (1/2) hour.

**11.07** An employee is entitled to overtime compensation under clauses 11.03 and 11.05 for each completed period of one-half (1/2) hour of overtime worked by the employee:

- (a) when the overtime work is authorized in advance by the Council, and
- (b) when the employee does not control the duration of the overtime work.

**11.08**

- (a) An employee, who works three (3) or more hours of overtime immediately following his/her scheduled hours of work, shall be reimbursed his/her expenses for one meal in the amount of ten dollars and fifty cents (\$10.50), except where free meals are provided. Reasonable time with pay, to be determined by the Council, shall be allowed the employee in order that a meal break may be taken either at or adjacent to the employee's place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of ten dollars and fifty cents (\$10.50), except where free meals are provided. Reasonable time with pay, to be determined by the Council, shall be allowed the employee so that a meal break may be taken either at or adjacent to the employee's place of work.

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

**11.10** An employee whose employment with the Council is terminated for any reason, except as provided in clause 11.09, shall be entitled to receive compensation for overtime earned but for which he/she has not received payment.

**11.11** If an employee dies, the employee's estate shall be granted a cash gratuity equivalent to the amount of overtime compensation to which the employee would be entitled if alive. This clause refers to overtime compensation earned but not paid to the employee prior to the time of death.

**ARTICLE 12 - CALL-BACK PAY**

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

- (a) compensation at the applicable rate, or

- (b) compensation equivalent to four (4) hours' pay at the straight-time rate for any time worked, provided that the period of time worked by the employee is not contiguous to his/her scheduled shift.

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

**12.02** Overtime earned under clause 12.01 shall be compensated by cheque except where, upon application and at the discretion of the Council, overtime may be taken in the form of compensatory leave in accordance with clause 11.04 of Article 11, Overtime.

**12.03** When an employee is called back to perform work under the conditions described in clause 12.01, and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for his/her expenses incurred as follows:

- (a) an allowance at the kilometric rate normally paid to an employee when authorized by the Council to use his/her automobile when the employee travels by automobile,  
  
or
- (b) out-of-pocket expenses for other means of commercial transportation.

## **ARTICLE 13 - PAY**

**13.01** Except as provided in clauses 13.02, 13.03 and 13.04 the terms and conditions governing the application of pay to employees are not affected by this Agreement.

**13.02** An employee is entitled to be paid for services rendered at the pay specified in Schedule 1 for the classification to which he/she is appointed or promoted.

### **13.03**

- (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 (v) means the period from the effective date of the revision up to and including the day before the Agreement is signed or when an arbitral award is rendered therefor;
  - (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) For initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
- (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, reclassifications, 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 shown immediately below the rate of pay being received prior to the revision;
- (vi) no payment shall be made pursuant to clause 13.03 (b) for one dollar or less.

#### **13.04 Promotion**

When an employee is promoted by the Council to a higher classification level, he/she shall be paid at the nearest rate in the new classification level which gives the employee a salary increase not less than the minimum increment in the range of rates for the higher classification to which he/she is promoted by the Council.

### **ARTICLE 14 - ACTING PAY**

**14.01** When, in accordance with a written instruction from the appropriate delegated authority, an employee performs, for a temporary period of at least three (3) consecutive working days, a substantial portion of the duties of a higher position than the employee's current position, the employee shall be entitled to 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.

The acting pay shall be calculated as per article 13.04 - Promotion.

**14.02** When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purposes of the qualifying period.

## **\*\*ARTICLE 15 - DESIGNATED PAID HOLIDAYS**

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

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

\*\*For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

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

### **15.03 Holiday Falling on a Day of Rest**

When a day, except Boxing Day, designated as a holiday under clause 15.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his/her day of rest. Boxing Day shall be observed on the first normal working day



immediately following the calendar day on which Christmas Day is granted as a designated holiday.

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

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

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

- (a) Where an employee is required by the Council to work on a holiday he/she shall be paid, in addition to the pay he/she would have been granted had he/she not worked on the holiday,
  - (i) time and one-half (1 ½) for all hours worked to a maximum of his/her normal daily scheduled hours of work; and
  - (ii) double (2) time for all hours worked in excess of his/her normal daily scheduled hours of work; 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 ½) for all hours worked, in accordance with the provisions of sub- clause 15.05(a). The day of leave with pay at a later date earned under sub- clause 15.05(b)(i) is in lieu of the pay the employee would have been granted had he/she not worked on the designated holiday.
  - (ii) The Council shall grant leave earned under the provisions of sub-clause 15.05 (b) (i) at times that are mutually acceptable to the employee and to the Council.
  - (iii) Leave credits earned but not granted by the end of September of each calendar 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 for each hour of leave credit so liquidated.

**15.06 Holiday Coinciding with a Day of Paid Leave**

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

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

## **ARTICLE 16 - LEAVE GENERAL**

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

**16.02** Notwithstanding the above, for the purposes of Article 19.02 Bereavement Leave, a day will mean a calendar day.

**16.03** When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted.

**16.04** When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by lay-off, the employee is considered to have earned the amount of leave with pay granted if at the time of lay-off the employee has completed two (2) or more years of continuous employment.

**16.05** 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 he/she becomes subject to this Agreement, shall be retained by the employee.

**16.06** An employee shall be informed in writing by the Council, once each fiscal year, of the balance of his/her vacation and sick leave.

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

**16.08** An employee is not entitled to leave with pay during periods he/she is on leave without pay, on educational leave or under suspension.

## **ARTICLE 17 - VACATION LEAVE**

### **17.01 Continuous / Discontinuous Service**

- a) For the purposes of this Article only, all service within the Public Service, as defined in the Public Service Labour Relations Act, whether continuous or discontinuous, shall count toward vacation leave earnings except where a person who on leaving the Public Service takes or has taken severance pay, retiring leave or a cash gratuity in lieu of retiring leave.

However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of layoff.

- b) For the purpose of clause 17.02 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.

#### **17.02 Accumulation of Vacation Leave**

Effective 1 July 2003, an employee shall earn in respect of each fiscal year, annual vacation leave with pay at the following rates for each calendar month in which he/she receives at least seventy-five (75) hours pay;

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;
- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;
- (d) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs.
- (f) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;

**17.03** Leave provisions of clause 17.02 which are in excess of fifteen (15) days per fiscal year shall be granted on a pro rata basis during the fiscal year in which the employee completes the required years of service.

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

- (a) is granted bereavement leave, or
- (b) is granted special leave with pay 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.

#### **17.05 Granting of Vacation Leave**

- (a) Both parties agree that although vacation leave credits are earned as a matter of right, the scheduling and granting of such leave must be authorized in advance by the Council before such leave is taken. The scheduling of vacation leave should be so arranged as to adequately meet the operational requirements, and subject to said operational requirements, an employee may:
  - (i) during the first six (6) calendar months of employment be granted vacation leave up to the amount of earned credits;
  - (ii) after the first six (6) calendar months of employment be granted vacation leave in excess of the earned credits but only to the extent of credits that would accumulate to the end of the fiscal year concerned. However, if an employee has used more vacation leave than he/she has earned and his/her services are terminated for a reason other than death, or lay-off with two (2) or more years of continuous service, the salary over-payment resulting from the use of unearned vacation leave shall be recovered from the employee by the Council.

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

- (b) An employee's vacation shall normally be taken in the fiscal year in which the employee becomes eligible to take it. The Council shall, subject to operational requirements make every reasonable effort:
  - (i) to schedule an employee's vacation leave at a time or times requested by the employee
  - (ii) to permit an employee to use at an agreed time in the following vacation year, any unused vacation credits earned by the employee in the current vacation year, provided that the employee has filed by January 2nd such a request. If by January 2nd an employee has not utilized all vacation credits for the current vacation year, or obtained approval to schedule them in the following vacation year, the employee shall make every reasonable effort by January 15 to schedule the balance of the current year's vacation credits at times acceptable to the Council, or to provide a general plan acceptable to the Council on how they will be used by the end of the current vacation year. In the absence of such a plan or schedule acceptable to the Council, the Council may after January 15 schedule the balance of an employee's unused vacation leave in excess of two hundred twenty-five (225) hours.

#### **17.06 Carry-Over Provision**

- (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 two hundred sixty-two decimal five (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 where the employee was unable to schedule vacation leave based on management's request. Earned and unused vacation leave credits in excess of the two hundred sixty-two decimal five (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 the 11<sup>th</sup> of May 2009 or on the date an employee becomes subject to this Agreement after the 11<sup>th</sup> of May 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<sup>st</sup>, 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<sup>st</sup> of the previous vacation year.

#### **17.07 Liquidation of Vacation Leave**

During any vacation year, 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 as calculated from the employee's substantive position on March 31<sup>st</sup> of the previous vacation year.

#### **17.08 Recall from Vacation Leave**

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

- (a) in proceeding to his/her place of duty, and
- (b) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts and within such time limits as are normally required by the Council.

**17.09** The employee shall not be considered as being on vacation leave for any period for which he/she is to be reimbursed (under clause 17.07) for reasonable expenses incurred.

#### **17.10 Leave when Employment Terminates**

When the employment of an employee is terminated for any reason, the employee or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his/her employment.

**17.11** An employee whose employment is terminated by reason of abandonment of his/her position is entitled to receive the payment referred to in clause 17.09 above if he/she so requests it in writing within six (6) months following the date upon which his/her employment is terminated by a declaration by the Council.

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

**17.13 Appointment from another Employer**

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

**17.14 Appointment to another Employer**

Notwithstanding clause 17.09, an employee who resigns to accept an appointment with an organization listed in Schedules I, IV and V of the *Financial Administration Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

**17.15 Advance Payment**

- (a) The Council agrees to issue advance payments of estimated net salary for the period of vacation requested, provided six (6) weeks' notice is received from the employee prior to the last pay day before proceeding on leave. Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure and shall consist of an estimated two (2), three (3), four (4) or five (5) weeks' net entitlement subsequent to the last regular pay issue.
- (b) Any overpayment in respect of such advance shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

**17.16 Cancellation of Vacation Leave**

When the Council cancels or alters a period of vacation leave that it has previously approved in writing, the Council shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Council may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Council.

**17.17** 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. This leave is excluded from the application of clause 17.06 Carry-Over provision and clause 17.07 Liquidation of Vacation Leave.

## **ARTICLE 18 - SICK LEAVE**

### **18.01 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 he/she has received pay for at least seventy-five (75) hours and such leave credits shall be on a cumulative basis from year to year.

### **18.02 Granting of Sick Leave**

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

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

**18.03** 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 18.02(a).

**18.04** An employee is not eligible for sick leave with pay during any period in which he/she is on leave of absence without pay or under suspension.

### **18.05 Advance of Credits**

When an employee has insufficient credits to cover granting of sick leave with pay under the provisions of clause 18.02, sick leave with pay may, at the discretion of the Council, be granted for a period of up to one hundred eighty-seven decimal five (187.5) working hours subject to the deduction of such advanced leave from any sick leave credits subsequently earned, or if an employee resigns the advanced leave shall be recovered by the Council by other means.

**18.06** 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.

**18.07** 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 his/her compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

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

**\*\*ARTICLE 19 - OTHER LEAVE WITH OR WITHOUT PAY**

**19.01 Validation**

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

**\*\*19.02 Bereavement Leave**

**\*\***

For the purpose of this clause, " 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 such 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 he/she 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.

### **19.03 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 his/her 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.

### **19.04 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 he/she 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/her agent has paid the premium.

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

#### **19.05 Personnel Selection Leave**

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

#### **19.06 Medical Appointments for Pregnant Employees**

- (a) Up to 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.

#### **19.07 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 19.07(A)(1):
      - (i) where the employee's new-born child is hospitalized within the period defined in 19.07(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 19.07(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 19.07(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 pay increment purposes.

**\*\*19.08 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:

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

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 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 19.08(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.

#### **19.09 Special Maternity Allowance for Totally Disabled Employees**

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in 19.08(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 19.08(a), except 19.08(a)(ii) and 19.08(a)(iii);

shall be paid, in respect of each week of maternity allowance not received for the reason described in 19.09(A)(1), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, LTD Plan or via the *Government Employees Compensation Act*.

(B) An employee shall be paid an allowance under 19.09 and under 19.08 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 19.09(A)(1) above.

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

- (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the 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 sub-clause 19.10(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 sub-clause (a) above is entitled to continue in her current job while the Council examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Council:
  - (i) modifies her job functions or reassigns her,
  - or
  - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Council shall modify the employee's job functions or reassign her.
- (e) Where the Council concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Council shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later 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 (2) weeks' notice in writing to the Council of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

## **\*\*19.11 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 (2) 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.

**\*\*19.12 Parental Allowance**

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

- Option 1: standard parental benefits, 19.12 paragraphs (c) to (k), or
- Option 2: extended parental benefits, 19.12 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 19.08(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 19.08(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:

$$\begin{array}{r}
 \text{(allowance received)} \quad \times \quad \frac{\text{(remaining period to be worked}} \\
 \text{following his or her return to work)}}{\text{[total period to be worked as}} \\
 \text{specified in (1')}}
 \end{array}$$



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 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 19.11(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 19.08(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 19.08(c)(iii) and 19.12(c)(v) for the same child;
- d. At the employee’s request, the payment referred to in subparagraph 19.12(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:**

- l. 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 19.11(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 19.08(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 19.08(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 19.12(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.

**19.13 Special Parental Allowance for Totally Disabled Employees**

- (A) An employee who:
  - (1) fails to satisfy the eligibility requirement specified in 19.12(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 19.12(a) except 19.12(a)(ii) and 19.12(a)(iii) shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in 19.13(A) (1), the difference between ninety-three per cent (93%) of the employee's rate of pay 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 19.13 and under 19.12 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 19.13(A)(1) above.

**19.14 Leave without Pay for Personal Needs**

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

- 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) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his/her total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Council.
- d) 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 for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

**19.15 Leave Without Pay to Accompany Spouse or Common-law Partner**

- (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 or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated.
- (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 pay increment purposes.

**\*\*19.16 Leave with Pay for Family Related Responsibilities**

\*\*

- a) For the purpose of this clause, family" is defined as father, mother (including 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, 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.
- (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) When alternate arrangements are not possible, an employee shall be granted up to one (1) scheduled working day's leave for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself/herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his/her supervisor of the appointment as far in advance as possible;
  - (ii) To provide for the immediate and temporary care of a sick member of the employee's immediate 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 care facility;
  - (vi) Seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 19.16 (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.
- (d) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under sub-paragraph (c) (ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Council, or reinstated for use at a later date.

**\*\*19.17 Leave without Pay for the Care of Family**

- a) Both parties recognize the importance of access to leave for the purpose of care for the immediate family.
- b) For the purpose of this article, "family" is defined as father, mother (including 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, 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 (b), an employee shall be granted leave without pay for the care of 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 or 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 September 2003 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.

**\*\*19.18 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 19.18 (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 19.18 (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

**19.19 Personal Leave**

- a) Subject to operational requirements as determined by the Council and with an advance notice of at least five (5) working days, an 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.
- b) 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.

**19.20 Military, Emergency and Election Leave**

At its discretion, the Council may grant leave with pay for the following situations:

- (a) military or civil defense training, and emergencies affecting the community or place of work;
- (b) an employee who is a qualified elector in federal, provincial or municipal elections in Canada, shall, for the purpose of casting his/her vote on election day, be excused from his/her regular duties for a period sufficient to allow him/her three (3) consecutive hours immediately prior to the closing of the polls or such a period as specified in the *Canada Elections Act* or the relevant provincial election act. In exceptional circumstances where the distance that the employee must travel in order to cast his/her vote requires more than this time, reasonable time off beyond that provided above may be granted.

### **19.21 Leave with or without Pay for Other Reasons**

At its discretion, the Council may grant leave with pay or without pay for purposes other than those specified in this Agreement. 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 "continuous service" as applicable, for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

### **\*\*19.22 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 19.22(b) to 19.22(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.

## **ARTICLE 20 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

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

**20.02** A copy of the report will be provided to him/her at that time.

**20.03** An employee shall have the right to indicate on the appraisal or adverse report that he/she either agrees or disagrees with its contents.

**20.04** An employee has the right to make written comments to be attached to the performance review report or adverse reports.

**20.05** An employee shall be entitled once in each fiscal year to review his/her personnel file in the presence of a person authorized by the Council, if the employee so requests it in writing.

## **ARTICLE 21 – STATEMENT OF DUTIES**

**21.01** Upon request, an employee shall be entitled to receive a copy of the most recent statement of duties containing the duties and responsibilities of the employee's position including the point value and the classification level.

## **ARTICLE 22 – STAFFING OF VACANT POSITIONS**

**22.01** Except as provided by clause 22.03, the Council will advertise internally any vacant position within the Translator grades.

**22.02** Under the *National Research Council Act*, the Council is empowered to appoint persons to the staff. Both parties appreciate that in order to maintain good staff morale it is desirable for the Council to make appointments from among well-qualified employees in this bargaining unit whenever it is reasonable to do so.

**22.03** An employee who has been given notice of lay-off, or, an employee who is on leave of absence without pay whose position has been abolished may be appointed without competition to any vacancy for which he/she is qualified in the Council at a level not higher than the classification level in which he/she was formerly classified.

## **ARTICLE 23 - GRIEVANCE PROCEDURE**

### **23.01 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 Appendix "E" of the NJC By-Laws

### **23.02 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.

### **23.03 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 23.09 gives notice to a representative, as designated by the Council in accordance with clause 23.08 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.

### **23.04 Type of Grievance**

#### **23.04.1 Individual Grievance**

Subject to clause 23.05 and as provided in section 208 of the PSLRA, an employee is entitled to present a grievance in the manner prescribed in clause 23.10 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.

#### **23.04.1.1 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.

#### **23.04.2 Group Grievance**

Subject to clause 23.05 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.

##### **23.04.2.1 Consent Required**

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

##### **23.4.2.2 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.

#### **23.04.3 Policy Grievance**

Subject to clause 23.05 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.

#### **23.05 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.

#### **23.06 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.

#### **23.07 Right to Presentation**

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

**23.07.2** 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.

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

## **23.08 Procedure**

**23.08.1** With respect to individual grievances, the Council shall designate representatives authorized to receive individual grievances and to reply on the Council's behalf at each applicable level in the grievance procedure. The Council shall inform each employee to whom the procedure applies of the name, title and address of these representatives. This information shall be communicated to employees by means of notices posted by the Council in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies.

**23.08.2** 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.

**23.08.3** 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.

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

**23.08.5** 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.

**23.08.6** 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.

## **23.09 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.

**23.09.1** 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 23.10, 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.

**23.09.2** 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.

**23.09.3** 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.

**23.09.4** 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.

**23.09.5** 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.

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

**23.09.7** In the case of a policy grievance, the Professional Institute may present a grievance in the manner prescribed in clause 23.10, not later than the thirty-fifth (35<sup>th</sup>) day after the date on which the Professional Institute was notified, either or verbally in writing, or first had knowledge of the action or circumstance giving rise to such grievance.

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

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

## **23.10 Receipt and transmission**

**23.10.1** 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.

**23.10.2** 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.

**23.10.3** 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.

### **23.11 Withdrawal and Abandonment of Grievance**

**23.11.1** 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.

**23.11.2** 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.

### **23.12 Decisions**

**23.12.1** 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.

**23.12.2** 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.

### **23.13 Reference to Adjudication**

**23.13.1** 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.

**23.13.2** 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.

**23.13.3** 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 24 - STANDARDS OF DISCIPLINE**

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

**24.02** Where an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, the employee is entitled to have, upon request, a representative of the Professional Institute attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting and shall be informed of the reason for it.

**24.03** When an employee is suspended from duty, the Council undertakes to notify the employee in writing of the reason(s) for such suspension. The Council shall endeavor to give such notification at the time of suspension.

**24.04** 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.

## **ARTICLE 25 - JOINT CONSULTATION**

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

**25.02** The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.

**25.03** 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.

## **ARTICLE 26 - SEVERANCE PAY**

**26.01** For the purpose of determining the amount of severance pay to which an employee is entitled under this Article his/her years of continuous service shall be reduced by any period of continuous service in respect of which he/she 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 26 be pyramided.

**26.02** For greater certainty, payments made pursuant to 26.14 to 26.17 of Appendix A 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.

**26.03** 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.

### **26.04 Lay-Off**

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

**26.05** 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 time of lay-off.

**26.06** Subject to clause 26.01, in the case of an employee who is laid off for the first (1st) time, the amount of severance pay for the first (1st) complete year of continuous service shall be two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous service, or four (4) weeks' pay for employees with twenty or more years of continuous service, plus one (1) week's pay for each additional complete year of continuous service and in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixtyfive (365).

**26.07** Subject to clause 26.01, 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 sixtyfive (365), less any period in respect of which he/she was granted severance pay under 26.06 above.

### **26.08 Death**

Subject to clause 26.01, regardless of any other benefit payable, if an employee dies, there shall be paid to his/her 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 sixtyfive (365), to a maximum of thirty (30) weeks' pay.

#### **26.09 Termination for Cause - Incapacity or Incompetence**

- I. Subject to clause 26.01, an employee whose employment is terminated for incapacity shall on termination of employment be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous service with a maximum benefit of twenty-eight (28) weeks.
- II. Subject to clause 26.01, an employee who has completed more than ten (10) years of continuous service and whose employment is terminated for reason of incompetence, shall on termination of employment be entitled to one (1) week's pay for each completed year of continuous service with a maximum benefit of twenty-eight (28) weeks.

#### **26.10 Rejection on Probation**

Subject to clause 26.01, 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.

#### **26.11 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 A.

**26.12** 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 A.

### **ARTICLE 27 - CONTRACTING OUT**

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

### **ARTICLE 28 – TRAVELLING**

**28.01** Where an employee is required by the Council to travel outside of his/her headquarters area and on government business as these expressions are normally defined by the Council, and such travel is approved by the Council, his/her method of travel shall be determined by the Council and he/she shall be compensated in the following manner:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his/her regular pay for the day.
- (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 seven decimal five (7.5) hours, and
  - (ii) at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day, or not to exceed fifteen (15) hours' pay at straight time-rate of pay when the travel is outside Canada or Continental USA.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate, or not to exceed fifteen (15) hours' pay at straight time-rate of pay when the travel is outside Canada or Continental USA.

**28.02** Clause 28.01 shall not apply to any period in excess of the normal work day during which the employee is resident in any accommodation for which the Council or its agent absorbs the cost. However, travelling time shall include time necessarily spent at each stop-over up to a maximum of five (5) hours at each such stop-over.

**28.03** Clause 28.01 above does not apply to an employee required to perform work in any type of transport in which he/she is travelling. In such circumstances, the employee shall receive the greater of:

- (a) on his/her normal working day, his/her regular pay for the day, or
- (b) pay for actual hours worked in accordance with Articles 10, 11 and 15 of this Agreement.

**28.04**

- (a) Travel time shall be compensated monetarily, except whereupon request of an employee and with the approval of the Council, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken.

- (b) Consistent with operational requirements and subject to adequate advance notice by the employee, the Council shall grant compensatory leave at times which are mutually acceptable to the employee and to the Council.
- (c) Compensatory leave credits earned in a fiscal year and outstanding on September 30 of the following fiscal year, will be liquidated by means of payment to the employee on the basis of one (1) hour's pay at straight-time rate for each hour of compensatory leave credit so liquidated.

## **ARTICLE 29 - CAREER DEVELOPMENT**

### **29.01 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.

### **29.02 Education Leave**

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, 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.
- (b) Normally, an employee on education leave without pay under this clause shall receive an allowance in lieu of salary equivalent to from fifty percent (50%) to one hundred percent (100%) of his/her basic salary. The percentage of the allowance is at the discretion of the Council. 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 his/her 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 education leave. 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 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 his/her employment with the Council following completion of the course, or
- (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he/she has undertaken to serve after completion of the course

he/she shall repay the Council all allowances paid to him/her during the education leave or such lesser sum as shall be determined by the Council.

### **29.03 Professional Development**

- (a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity on occasion to participate in seminars, workshops, short courses or similar out-service programs for the development of knowledge and skills in their respective fields.
- (b) An employee may apply at any time for professional development under this clause, and the Council may select an employee at any time for such professional development.
- (c) When an employee is selected 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 selected for professional development under this clause will continue to receive his/her normal compensation including any increase for which he/she may become eligible. The employee shall not be entitled to any compensation under Article 11 (Overtime) and Article 28 (Travelling) while on professional development under this clause.
- (e) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Council deems appropriate.

### **29.04 Attendance at Conferences and Conventions**

- (a) An employee shall have the opportunity, subject to operational requirements, to attend a reasonable number of conferences or conventions related to his/her field of specialization in order to benefit from an exchange of knowledge and experience with his/her professional colleagues. The Council may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary constraints as determined by the Council.

- (b) An employee who attends a conference or convention on the written instruction of the Council to represent the interests of the Council shall be deemed to be on duty and, as required, in travel status.
- (c) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his/her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his/her payment of registration fees and reasonable travel expenses.

**29.05** An employee shall not be entitled to any compensation under Article 11 (Overtime) and Article 28 (Travelling) in respect of hours he/she is in attendance at or travelling to or from a seminar, workshop, short course or similar out service program under the provisions of this Article except as provided in 29.03 (b) above.

### **29.06 Examination Leave**

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

## **ARTICLE 30 - NATIONAL JOINT COUNCIL AGREEMENTS**

**30.01** Subject to 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 prescribed in Section 113(b) of the PSLRA.

**30.02** 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.

**30.03** 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
- Relocation – Integrated Relocation Program Directive
- Travel Directive

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

**30.05** Grievances in regard to the above directives shall be presented in accordance with clause 23.01 of the Grievance Procedure article of this Agreement.

### **ARTICLE 31 – RELIGIOUS OBSERVANCE**

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

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

**31.03** Notwithstanding clause 31.02, 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 a period of six (6) months at times agreed to by the Council. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Council.

**31.04** 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 32 – TECHNOLOGICAL CHANGE**

**32.01** The parties have agreed that in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Work Force Adjustment Policy concluded by the parties will apply. In all other cases, the following clauses will apply:

**32.02**

In this Article "Technological Change" means:

- (a) the introduction by the Council of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees; or

- (b) a major change in the Council's operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

**32.03** Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Council's operations. Where technological change is to be implemented, the Council will seek ways and means of minimizing adverse effects on employees which might result from such changes.

**32.04** The Council agrees to provide as much advance written notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days to the Institute of the introduction or implementation of technological change.

**32.05** The written notice provided for in clause 32.04 will provide the following information:

- (a) the nature and degree of change;
- (b) the anticipated date or dates on which the Council plans to effect change;
- (c) the location or locations involved.

**32.06** As soon as reasonably practicable after notice is given under clause 32.04, the Council shall consult meaningfully with the Professional Institute concerning the effects of the technological change referred to in clause 32.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) the approximate number, classification and location of employees likely to be affected by the change;
- (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

**32.07** When, as a result of technological change, the Council determines that an employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Council will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

### **ARTICLE 33 – WORKFORCE ADJUSTMENT POLICY**

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

### **ARTICLE 34 - LEAVE FOR LABOUR RELATIONS MATTERS**

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

**34.01** **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.

#### **34.02 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.

#### **34.03 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.

#### **34.04 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.

#### **34.05 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.

#### **34.06 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**

#### **34.07 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.

#### **34.08 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.

#### **34.09 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.

#### **34.10 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.

#### **34.11 Preparatory Contract Negotiations Meetings**

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

#### **34.12 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.

#### **34.13 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.

#### **34.14 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 35 - AGREEMENT RE-OPENER**

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

**\*\*ARTICLE 36 - DURATION AND RENEWAL**

**36.01** The duration of this Collective Agreement shall be from the date it is signed to 20 June 2022, and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

**36.02** Notwithstanding the preceding, this Agreement shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

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

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

THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA

NATIONAL RESEARCH COUNCIL CANADA



Debi Daviau



Emily Harrison

Robert St-Laurent



Pierre Ouellet

Jennifer Alleyn-Ross

Maria Aubrey

Betty Rodriguez

Amy Campbell

**\*\*SCHEDULE 1 – RATES OF PAY  
NATIONAL RESEARCH COUNCIL CANADA  
Translator (TR)**

- 1. Effective June 21, 2018 (wage adjustment by 0.8%)**
- 2. Effective June 21, 2018 (all rates of pay increased by 2%)**
- 3. Effective June 21, 2019 (wage adjustment by 0.2%)**
- 4. Effective June 21, 2019 (all rates of pay increased by 2%)**
- 5. Effective June 21, 2020 (all rates of pay increased by 1.5%)**
- 6. Effective June 21, 2021 (all rates of pay increased by 1.5%)**

**TR-1**

From:	50,537	53,057	55,577	58,096	60,615	
1.	50,941	53,481	56,022	58,561	61,100	
2.	51,960	54,551	57,142	59,732	62,322	#
3.	52,064	54,660	57,256	59,851	62,447	
4.	53,105	55,753	58,401	61,048	63,696	#
5.	53,902	56,589	59,277	61,964	64,651	#
6.	54,711	57,438	60,166	62,893	65,621	#

**TR-2**

From:	59,002	61,899	64,804	67,703	70,609	73,503	76,404	79,303	
1.	59,474	62,394	65,322	68,245	71,174	74,091	77,015	79,937	
2.	60,663	63,642	66,628	69,610	72,597	75,573	78,555	81,536	#
3.	60,784	63,769	66,761	69,749	72,742	75,724	78,712	81,699	
4.	62,000	65,044	68,096	71,144	74,197	77,238	80,286	83,333	#
5.	62,930	66,020	69,117	72,211	75,310	78,397	81,490	84,583	#
6.	63,874	67,010	70,154	73,294	76,440	79,573	82,712	85,852	#

**TR-3**

From:	73,078	76,513	79,942	83,372	86,809	90,244	93,364	
1.	73,663	77,125	80,582	84,039	87,503	90,966	94,111	
2.	75,136	78,668	82,194	85,720	89,253	92,785	95,993	#
3.	75,286	78,825	82,358	85,891	89,432	92,971	96,185	
4.	76,792	80,402	84,005	87,609	91,221	94,830	98,109	#
5.	77,944	81,608	85,265	88,923	92,589	96,252	99,581	#
6.	79,113	82,832	86,544	90,257	93,978	97,696	101,075	#

# Annual increments may be approved to the maximum of the grade

## **\*\*PAY NOTES TO SCHEDULE 1**

1. An employee shall be paid in the appropriate scale of rates set out in Schedule 1 at the rate shown immediately below his/her former rate.
2. Effective 21 June 2018, the rates of pay for all employees shall be increased by point eight percent (0.8%).
3. Effective 21 June 2018, the rates of pay applicable for all employees shall be increased by two percent (2%).
4. Effective 21 June 2019, the rates of pay for all employees shall be increased by point two percent (0.2%).
5. Effective 21 June 2019, the rates of pay applicable for all employees shall be increased by two percent (2%).
6. Effective 21 June 2020, the rates of pay applicable for all employees shall be increased by one point five percent (1.5%).
7. Effective 21 June 2021, the rates of pay applicable for all employees shall be increased by one point five percent (1.5%).

## Appendix "A" 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.

Effective June 1, 2015 clauses 26.08 and 26.09 are deleted from the collective agreement.

**26.01** For the purpose of determining the amount of severance pay to which an employee is entitled under this Article his/her years of continuous service shall be reduced by any period of continuous service in respect of which he/she 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 26 be pyramided.

**26.02** For greater certainty, payments made pursuant to 26.14 to 26.17 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.

**26.03** 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.

### **26.04 Lay-Off**

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

**26.05** 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 time of lay-off.

**26.06** Subject to clause 26.01, in the case of an employee who is laid off for the first (1st) time, the amount of severance pay for the first (1st) complete year of continuous service shall be two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous service, or four (4) weeks' pay for employees with twenty or more years of continuous service, plus one (1) week's pay for each additional complete year of continuous service and in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by three hundred and sixtyfive (365).

**26.07** Subject to clause 26.01, 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 sixtyfive (365), less any period in respect of which he/she was granted severance pay under 26.06 above.

### **26.08 Resignation**

Subject to clauses 26.01 and 26.09, 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 his/her weekly rate of pay on effective date of resignation by the number of completed years of his/her continuous service to a maximum of twenty-six (26) with a maximum benefit of thirteen (13) weeks' pay. Clause 26.08 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.

### **26.09 Retirement**

Subject to clause 26.01, 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 sixtyfive (365), to a maximum of thirty (30) week's pay.

### **26.10 Death**

Subject to clause 26.01, regardless of any other benefit payable, if an employee dies, there shall be paid to his/her 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 sixtyfive (365), to a maximum of thirty (30) weeks' pay.



### **26.11 Termination for Cause - Incapacity or Incompetence**

- a) Subject to clause 26.01, an employee whose employment is terminated for incapacity shall on termination of employment be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous service with a maximum benefit of twenty-eight (28) weeks.
- b) Subject to clause 26.01, an employee who has completed more than ten (10) years of continuous service and whose employment is terminated for reason of incompetence, shall on termination of employment be entitled to one (1) week's pay for each completed year of continuous service with a maximum benefit of twenty-eight (28) weeks.

### **26.12 Rejection on Probation**

Subject to clause 26.01, 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.

### **26.13 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 26.08 (prior to June 1, 2015) or 26.14 to 26.17 (commencing June 1, 2015).

### **26.14 Severance Termination**

- (a) Subject to clause 26.01, indeterminate employees on June 1, 2015 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 sixtyfive (365), to a maximum of thirty (30) weeks.
- (b) Subject to clause 26.01, term employees on June 1, 2015 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**

### **26.15 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 June 1, 2015, 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 26.16(c).

#### **26.16 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 26.15(c) must specify the number of complete weeks to be paid out pursuant to 26.15(a) and the remainder to be paid out pursuant to 26.15(b).
- (d) An employee who does not make a selection under 26.16(b) will be deemed to have chosen option 26.15(b).

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

This clause applies in a situation where an employee is appointed into a position in the IS bargaining unit from a position outside the IS bargaining unit where, at the date of appointment, provisions similar to those in 26.08 and 26.09 are still in force, unless the appointment is only on an acting basis.

- (a) Subject to clause 26.01, on the date an indeterminate employee becomes subject to this Agreement after June 1, 2015, 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 sixtyfive (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 26.01, on the date a term employee becomes subject to this Agreement after June 1, 2015, he/she shall be entitled to severance payment payable under 26.15(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 26.15, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

## **\*\*Appendix “B” 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 “C” 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 Translators (TR) 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 “D” 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 “E” MEMORANDUM OF UNDERSTANDING WITH respect to  
the implementation of the collective agreement**

*Notwithstanding the provisions of clause 13.03 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.*



**\*\*Appendix “F” MEMORANDUM OF UNDERSTANDING Agreement with  
Respect to Leave for Union Business – Cost Recovery**

**Translators (TR) – exp. 20 June 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 – TR collective agreement expiring in 2022 at the date specified above.

- Leave granted to an employee under the following clauses of the collective agreement:

- TR: : 34.02, 34.10, 34.11, 34.13, 34.14 (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.