



National Energy
Board

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Collective Agreement

Between

The **National** Energy **Board**

and

The **Public Service Alliance**
of Canada

For The Period:

March 14, 1997 to March 31, 1999

Canada

10457(02)

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Directory of Alliance and Employer Contacts

National Energy Board (NEB)

Employees (Team Members) having questions regarding the interpretation or application of this document, should contact their supervisor (Team Leader, Business Leader) or one of the Alliance representatives listed below.

Team Leaders and Business Leaders requiring advice on the interpretation or application of this document, should contact staff in the Labour Management Team.

Public Service Alliance of Canada (PSAC)

President	George Kealey	299-2781
Vice-president	Denis Tremblay	299-2717
Secretary	Ann Shalla	299-3563
Treasurer	Diane Brenner	292-6413

Article 1 Purpose and Scope of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement share a desire to improve the quality of the National Energy Board and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the National Energy Board in which members of the bargaining unit are employed.

Article 2 Definitions

- 2.01 For the purpose of this Agreement:
- (a) “Alliance” means the Public Service Alliance of Canada;
 - (b) “bargaining unit” means the employees of the Employer described in Article 24;
 - (c) “continuous employment” has the same meaning as specified in the Public Service Terms and Conditions of Employment Regulations on the date of signing of this Agreement as if an employee of the National Energy Board were appointed to a position under Schedule 1, ~~Part~~ 1 of the *Public Service Staff Relations Act*;
 - (d) “day of rest” in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission;
 - (e) “Employee” means a person so defined in the *Public Service Staff Relations Act*, and who is a member of the bargaining unit;
 - (f) “Employer” means Her Majesty in right of Canada as represented by the National Energy Board and includes any person authorized to exercise the authority of the National Energy Board;
 - (g) “lay-off” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function;

- (h) “leave” means authorized absence from duty by an employee during the employee’s regular or normal hours of work;
- (i) “membership dues” means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;
- (j) rates of pay:
 - (i) “Annual rate of pay” means the applicable rate of pay listed in Appendix A;
 - (ii) “Weekly rate of pay” means a full-time employee’s annual rate of pay divided by 52.176;
 - (iii) “daily rate of pay” means an employee’s annual rate of pay divided by two hundred and sixty decimal eight eight (260.88);
 - (iv) “hourly rate of pay” means an employee’s annual rate of pay divided by nineteen hundred and fifty-six decimal six (1956.6);
 - (v) “straight-time rate” means the employee’s hourly rate of pay;
 - (vi) “time and one-half means one and one-half (1 1/2) times the employee’s hourly rate of pay;
 - (vii) “double time” means two (2) times the employee’s hourly rate of pay;
- (k) “remuneration” means pay and allowances;
- (l) “spouse” will, when required, be interpreted to include “common-law spouse”;
- (m) a “common-law spouse” relationship exists when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;
- (n) “substantive position” is the position to which an employee has been appointed or deployed under the *Public Service Employment Act* on an indeterminate, term or acting basis, (in excess of four (4) months) but does not include any other assignments of a temporary nature;

- 2.02** Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (a) if defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*, and
 - (b) if defined in the *Interpretation Act*, but not defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

Article 3 Application

- 3.01** The provisions of this Agreement apply to the Alliance, employees and the Employer.

Article 4 State Security

- 4.01** Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations 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.

Article 5 Managerial Responsibilities

- 5.01** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the National Energy Board.

Article 6 Precedence of Legislation and the Agreement

- 6.01** In the event that any law passed by Parliament renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

Article 7 No Discrimination

- 7.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual

orientation, family status, mental or physical disability or membership or activity in the union.

- 7.02** (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of Clause 7.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

Article 8 Sexual Harassment

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

- 8.02** (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of Clause 8.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

Article 9 Hours of Work

9.01 Except as provided in Clause 9.03 the normal work week shall be thirty-seven and one-half (37 1/2) hours exclusive of lunch periods, comprising five (5) days of seven and one-half (7 1/2) hours each, Monday through Friday. The work day shall be scheduled to fall within a nine (9)-hour period between the hours of 6 a.m. and 6 p.m., unless otherwise agreed in consultation between the Alliance and the Employer at the appropriate level.

- 9.02** (a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional

overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

- 9.03** Where normal hours are to be changed so that they are different from those specified in Clause 9.01, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs and/or the efficient operation of the National Energy Board.
- 9.04** Two (2) rest periods of fifteen (15) minutes each shall be permitted during each normal working day.
- 9.05** An employee shall submit an attendance report. A reconciliation of hours of work will be made by the employee and immediate supervisor.

Article 10 Compressed Work Week

The Employer and the Public Service Alliance of Canada agree that the following conditions shall apply to employees for whom compressed work week is approved pursuant to the relevant provisions of the Agreement. The Agreement is modified by these provisions to the extent specified herein.

It is agreed that the implementation of a compressed work **week** schedule not result in any additional expenditure or cost by reason only of such schedule.

General Terms

- 10.01** The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular seven and one-half (7 1/2) hours specified by this Agreement; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive:

Schedules shall provide that an employee's work week shall average the thirty-seven and one-half (37 1/2) hours specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.

Conversion of Days to Hours

10.02 The provisions of this Agreement which specify days shall be converted to hours. Where this Agreement refers to a "day", it shall be converted to seven and one-half (7 1/2) hours in accordance with the hours of work specified in this Agreement.

Notwithstanding the above, in Clause 20.02 - Bereavement Leave with Pay, a "day" will have the same meaning as the provisions of this Agreement.

Leave - General

10.03 When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would have been scheduled to work on that day.

10.04 All leave provisions which specify days in this Agreement shall be converted to hours as follows:

(a)	five-twelfths (5/12) day	3.125
(b)	one-half (1/2) day	3.750
(c)	five-sixths (5/6) day	6.250
(d)	one (1) day	7.500
(e)	one and one-quarter (1 1/4) days	9.375
(f)	one and two-thirds (1 2/3) days	12.500
(g)	two and one-twelfth (2 1/12) days	15.625
(h)	two and one-half (2 1/2) days	18.750

Specific Application

10.05 For greater certainty, the following provisions shall be administered as provided herein:

- (a) Interpretation and Definitions
"Daily rate of pay" - shall not apply.
- (b) Overtime

- (i) Overtime shall be compensated for all work performed:
 - (1) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this Agreement;
 - (2) on days of rest at time and one-half (1 1/2) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and in an unbroken series of consecutive and contiguous calendar days of rest.

(c) Travel

- (i) Overtime compensation referred to in Clause 16.01 of this Agreement shall only be applicable on a normal day for hours in excess of the employee's scheduled hours of work for that day.

(d) Designated Paid Holidays

- (i) A designated paid holiday shall account for seven and one-half (7 1/2) hours.
- (ii) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the seven and one-half (7 1/2) hours' pay specified by this Agreement, time and one-half (1 1/2) up to seven and one-half (7 1/2) hours and double (2) time for all hours worked thereafter.

(e) Vacation Leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in Article 18 of this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

Employees scheduled to work any portion of a fiscal year on a compressed work week schedule shall not have fractional vacation entitlement of less or more than one-half (1/2) day increased to the nearest half day.

(f) Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 19 of this Agreement. Leave will be granted on an hourly basis and the hours debited for

each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

(g) Acting Pay

The qualifying period for acting pay is as specified in Article 47.

Article 11 Overtime

11.01 Overtime means authorized work in excess of the employee's scheduled hours of work other than hours to be accumulated under the Memorandum of Understanding regarding Banked Time.

Assignment of Overtime Work

11.02 (a) Subject to the operational requirements of the Board, the Employer shall make every reasonable effort:

- (i) to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees;
- (ii) except in cases of call-back or mutual agreement with the employee, to give at least four **(4)**hours' notice of any requirement for overtime work;
- (iii) to avoid requiring an employee to work more than fifteen (15) consecutive hours.

(b) The Alliance is entitled to consult the appropriate representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

Overtime Compensation

11.03 An employee who is required to work overtime shall be compensated as follows:

- (a) On a normal work day, at the rate of time and one-half (1 1/2) for each hour of overtime worked.
- (b) On a first day of rest at the rate of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double time **(2)** thereafter.

- (c) On a second or subsequent day of rest, at the rate of double time (2).

Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday.

- (d) If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's work day whichever is earlier, to work overtime at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum two (2) hours' pay at straight time, whichever is the greater.
- (e) If an employee is given instructions, after the midpoint of the employee's work day or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum three (3) hours' pay at straight time, whichever is the greater.
- (f) When an employee is required to report for work and reports under the conditions described in (d) above, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of the employee's own automobile;
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.

Reporting Pay

11.04 When an employee is required to report for work on a day of rest, such employee shall be paid the greater of

- (a) compensation at the applicable overtime rate;
- or
- (b) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay, except that such minimum payment shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.

11.05 Notwithstanding Clause 11.03 (c), where overtime is worked on a second or subsequent day of rest rather than a first day of rest at the request of an employee, then compensation shall be at the rate of time and one-half (1 1/2) for each hour of overtime worked.

11.06 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

Overtime Meal Allowance

11.07 (a) An employee who works three (3) or more hours of overtime immediately before or immediately following scheduled hours of work shall be reimbursed for one meal in the amount of \$6.00, except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to the workplace.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, reimbursement in the amount of \$6.00 shall be provided for one additional meal except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that a meal break may be taken either at or adjacent to the workplace.

(c) Sub-clauses 11.07 (a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

11.08 Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, it may be compensated in equivalent leave with pay pursuant to the provisions of Article 17 - Compensatory Leave.

11.09 No employee shall be required to work more than five (5) hours' without a minimum unpaid break of thirty (30) minutes for a meal.

Article 12 Standby

12.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one (1) hours' pay for each eight (8) consecutive hours or portion thereof that the employee is on standby.

12.02 An employee designated by letter or by list for standby duty shall be available during the period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

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

12.04 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of

(a) the applicable overtime rate for the time worked,

or

(b) the minimum of three (3) hours' pay at the applicable overtime rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

12.05 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent reporting to work or returning to the employee's residence shall not constitute time worked.

Article 13 Call-back Pay

13.01 If an employee is called back to work:

(a) on a designated paid holiday or day of rest,

or

(b) after the employee has completed work for the day, and has left the place of work, an employee is called back to work and returns to work the employee shall be entitled to the greater of:

(i) compensation at the applicable overtime rate for any time worked,

or

(ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay.

13.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent reporting to work or returning to the employee's residence shall not constitute time worked.

13.03 Call back shall be compensated in cash except where, upon request of an employee with the approval of the Employer, it may be compensated in equivalent leave with pay pursuant to the provisions of Article 17 - Compensatory Leave.

Article 14 Designated Paid Holidays

14.01 Subject to Clause 14.02, 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 Employer, 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 Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

14.02 An employee absent without pay on both the employee's full working day immediately preceding and the employee's full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 29, Leave With or Without Pay for Staff Relations.

14.03 When a day designated as a holiday under Clause 14.01 coincides with a day(s) of rest, the holiday shall be moved to the first scheduled working day(s) following the day(s) of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

14.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 14.03:

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

and

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

14.05 An employee who works on a holiday, shall be paid:

(a) time and one-half (1 1/2) for all hours worked **up** to the regular daily scheduled hours of work, and double (**2**) time thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday,

or

(b) upon request, and with the approval of the Employer, the employee may be granted:

(i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,

and

(ii) pay at one and one-half (1 1/2) times the Straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,

and

- (iii) pay at two (2) times the straight-time rate of pay for all hours worked by the employee on the holiday in excess of the regular daily scheduled hours of work.

14.06 An employee who works on a holiday, which is not a scheduled day of work, contiguous to a day of rest on which the employee also worked and received overtime in accordance with Clause 11.03(c) of this Agreement, shall be paid in addition to the pay that would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

14.07 (a) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

(b) When in a fiscal year an employee has not been granted all of the requested lieu days, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one year at the employee's option. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

(c) The straight-time rate of pay referred to in Clause 14.07(b) shall be the rate in effect when the lieu day was earned.

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

(a) compensation in accordance with the provisions of Clause 14.05 or 14.06;

or

(b) three (3) hours pay at the applicable overtime rate of pay.

14.09 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent reporting to work or returning to the employee's residence shall not constitute time worked.

14.10 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

14.11 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

Article 15 No Pyramiding

15.01 Payments provided under the Overtime, Designated Paid Holidays, Call-Back Pay and Standby provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

Article 16 Travelling Time

16.01 When the Employer requires an employee to travel for the purpose of performing duties at a worksite more than sixteen (16) kilometers from the employees normal worksite, the employee 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 regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid;
 - (i) regular pay for the day for a combined period of travel and work not exceeding the employee's regular scheduled working hours, and
 - (ii) at the applicable overtime rate for additional travel time in excess of regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate of pay.
- (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 eight (8) hours' pay at the straight-time rate of pay.

16.02 For the purpose of Clause 16.01 the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.

- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.
- (d) Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

16.03 Travelling time shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, it may be compensated in equivalent leave with pay pursuant to the provisions of Article 17 - Compensatory Leave.

16.04 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

Article 17 Compensatory Leave

17.01 Upon application by the employee and with the approval of the Employer, compensation earned under Article 16 Travelling Time, Article 13 Call-Back and Article 11 Overtime, may be taken in the form of compensatory leave, which will be calculated at the applicable rate prescribed in these Articles. Compensatory leave carried over from a previous fiscal year and outstanding on September 30 of the next fiscal year shall be paid at the employee's rate of pay in effect at that date, unless carried over by mutual agreement.

17.02 The Employer shall endeavour to pay out compensatory leave by the sixth (6th) week after it is requested.

17.03 The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

Article 18 Vacation Leave with Pay

18.01 The vacation year shall be from April 1st to March 31st inclusive.

18.02 An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rate:

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

- (b) one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's nineteenth (19th) anniversary of service occurs;
- (d) two and one-half days (2 1/2) commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs.

18.03 For the purpose of Clause 18.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the National Energy Board within one (1) year following the date of lay-off.

18.04 An employee is entitled to vacation leave with pay to the extent of earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

18.05 The Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

- (a) to grant the employee his/her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;
- (b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;
- (c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
- (d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee;
- (e) not to cancel a period of vacation leave which has been approved, or to recall an employee to duty once the leave has commenced.

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

- (a) is granted bereavement leave,

or

- (b) is granted 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 Employer, or reinstated for use at a later date.

- 18.07** Where, in any vacation year, an employee has not been granted all of the vacation leave with pay credited to the employee the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.
- 18.08** During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the daily rate of pay for the employee's substantive position on March 31st of the previous vacation year.
- 18.09** When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - (a) in proceeding to the employee's place of duty,and
 - (b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- 18.10** When the Employer cancels a period of vacation leave which it has previously approved in writing, the Employer 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 Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

- 18.11** The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under Clause 18.09 to be reimbursed for reasonable expenses incurred by the employee.
- 18.12** When an employee dies or otherwise ceases to be employed, the employee or the estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave credits by the daily rate of pay for the substantive position on the date of the termination of employment.
- 18.13** Where the employee requests, the Employer shall grant unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.
- 18.14** Notwithstanding Clause 18.12 an employee who resigns to accept an appointment with another organization in the Public Service may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.
- 18.15** Notwithstanding clause 18.12, where the employee terminates employment for reasons other than death or lay-off the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to the employee's substantive position on the date of termination.
- 18.16** (a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commenced.
- (b) 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 the commencement of leave. Any overpayment in respect of such pay advances shall be recovered in full prior to any further payment of salary.
- 18.17** If, at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) - day, the entitlement shall be increased to the nearest half (1/2) - day.

Article 19 Sick Leave with Pay

- 19.01** An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.

19.02 An employee shall be granted sick leave with pay when unable to perform the employee's duties because of illness or injury provided that:

(a) the employee satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,

and

(b) the employee has the necessary sick leave credits.

19.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties, shall, when delivered to the Employer, be considered as meeting the requirements of Clause 19.02(a), if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

19.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause 19.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

(a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited,

or

(b) for a period of up to fifteen (15) days in all other cases,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned. Where the employee terminates employment for reasons other than death or lay-off the Employer shall recover from any monies owed the employee an amount equivalent to advanced sick leave, calculated on the basis of the rate of pay applicable to the employee's substantive position on the date of termination.

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

19.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay 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 Employer or reinstated for use at a later date.

- 19.07** Sick leave credits earned but unused by an employee during a previous period of employment with the Public Service, including the National Energy Board, shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed to the National Energy Board within one (1) year from the date of layoff.
- 19.08** The Employer agrees that an employee whose employment is to be terminated by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized the employee's accumulated sick leave credits.

Article 20 Other Leave With Or Without Pay

20.01 Marriage Leave With Pay

- (a) After the completion of one (1) year's continuous employment, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

Bereavement Leave With Pay

- 20.02** For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four **(4)** consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
 - (b) In special circumstances and at the request of the employee, the four (4) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.

- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's grand-parent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and the compensatory leave credits shall be restored to extent of any concurrent bereavement leave with pay granted.
- (e) "It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in Clauses 20.02(a) and (c).

Pregnancy Leave Without Pay

- 20.03** (a) (i) An employee who becomes pregnant shall, upon request, be granted pregnancy leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than twenty-seven (27) weeks after the termination date of pregnancy, subject to the Parental Leave Without Pay Clause, 20.04(d).
- (1) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of pregnancy leave without pay therein defined may be extended beyond the date falling twenty-seven (27) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
 - (2) In any case described in subsection (i)(1) above where the employee has proceeded on pregnancy leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her pregnancy leave without pay when the child's hospitalization is over and remain on pregnancy leave without pay to the extent provided for in subsection (i)(1).
 - (3) The extension described in subsection (i)(1) or (2) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.

- (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee who has not commenced pregnancy leave without pay may elect to:
 - (1) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
 - (2) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 19- Sick Leave With Pay. 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 Employer 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) (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is in receipt of unemployment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid a pregnancy leave allowance in accordance with the Supplemental Unemployment Benefit Plan.
- (ii) An applicant under Clause 20.03(c)(i) shall sign an agreement with the Employer, providing:
 - (1) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
 - (2) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
- (iii) Should the employee fail to return to work as per the provisions of Clause 20.03(c)(ii)(1) and (2) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as pregnancy leave allowance.

- (d) In respect of the period of pregnancy leave, pregnancy leave allowance payments made according to the Supplemental Unemployment Benefit Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period;

and/or
 - *(ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is in receipt of ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
 - (iii)
 - (1) for a full-time employee the weekly rate of pay referred to in Clause 20.03(d)(i) and (ii) shall be the weekly rate of pay, to which she is entitled for her substantive position, on the day immediately preceding the commencement of the pregnancy leave;
 - (2) for a part-time employee the weekly rate of pay referred to in Clause 20.03(d)(i) and (ii) shall be the full-time weekly rate of pay for the substantive position multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's substantive position on the day immediately preceding the commencement of the pregnancy leave.
 - (iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under Clause 20.03(d)(i) or (ii) shall be adjusted accordingly.
 - (v) where an employee has been in receipt of acting pay for a continuous period of more than four (**4**) months, the acting pay shall be used in place of the substantive position in (1) and (2) above.
- (e) Leave granted under this clause shall be counted 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 be counted for pay increment purposes.

Parental Leave Without Pay

- 20.04 (a) An employee who intends to request parental leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of the employee's child.
- (b) An employee may request parental leave without pay at least four (4) weeks prior to the expected date of the birth of the employee's child and, subject to sections (c) and (d) of this clause, shall be granted parental leave without pay for a period beginning on the date of the birth of the child (or at a later date requested by the employee) and ending not later than twenty-seven (27) weeks after the date of the birth of the child.
- (c) The Employer may:
- (i) defer the commencement of parental leave without pay at the request of an employee;
 - (ii) require an employee to submit a birth certificate of the child.
- (d) Parental leave without pay and pregnancy leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-seven (27) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted 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 be counted for pay increment purposes.

Adoption Leave Without Pay

- 20.05 (a) An employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- (b) An employee may request adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period beginning on the date of such acceptance of custody or at a later date requested by the employee and ending not later than twenty-seven (27) weeks after the date of such acceptance of custody.

- (c) The Employer may:
 - (i) defer the commencement of adoption leave without pay at the request of an employee;
 - (ii) grant the employee adoption leave with less than four **(4)**weeks' notice prior to the acceptance of custody;
 - (iii) require an employee to submit proof of adoption.
- (d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted 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 be counted for pay increment purposes.

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

20.06 Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four **(4)**weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed five **(5)** years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

Leave Without Pay for Personal Needs

20.07 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 for 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 the employee's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
- (d) leave without pay granted under (a) of this clause shall be counted 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 not be counted for pay increment purposes;
- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

Leave Without Pay for Relocation of Spouse

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

Leave With Pay for Family-Related Responsibilities

- 20.09 (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
- (i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize the employee's absence from work. An employee requesting leave under this provision must notify the supervisor of the appointment as far in advance as possible;
 - (ii) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;
 - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under Clauses 20.09 (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

Court Leave

- 20.10 The Employer shall grant leave with pay to an employee for the period of time he or she is required:
- (a) to be available for **jury** selection;
 - (b) to serve on a jury;
 - (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,
 - (ii) before a court, judge, justice, magistrate or coroner,

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

Injury-on-duty Leave

20.11 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of

- (a) personal injury accidentally received in the performance of the employee's duties and not caused by the employee's willful misconduct,
- or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

Personnel Selection Leave

20.12 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Public service Staff Relations Act*, the employee is entitled to leave 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 Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required.

Leave With or Without Pay for Other Reasons

20.13 At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement

Article 21 Leave - General

21.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of the employee's vacation and sick leave credits.

21.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

21.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

21.04 An employee is not entitled to leave with pay during periods that the employee is on leave without pay or under suspension.

21.05 An employee shall not earn leave credits under this Agreement in any month for which leave has already been credited to the employee under the terms of any other agreement to which the Employer is a party or under other rules or regulations of the Employer.

21.06 An employee in receipt of a bilingual bonus shall continue to receive that bonus during periods of leave with pay.

Article 22 Severance Pay

22.01 Under the following circumstances and subject to Clause 22.02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

- (a) Lay-off
 - (i) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
 - (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under sub-clause (a)(i) above.
- (b) Resignation
 - (i) On resignation, subject to Clause 22.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.
- (c) Retirement
 - (i) On retirement, when an employee 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

 - (ii) a part-time employee, who regularly works more than twelve and one-half (12 1/2) but less than thirty (30) hours a week, and who, if 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 a contributor under the *Public Service Superannuation Act*,

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

- (d) Death
 - (i) If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprising one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.
- (e) Termination for Ill-health
 - (i) When an employee has completed more than one (1) year of continuous employment and is terminated for reason of ill-health one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

22.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under Clause 22.01 be pyramided.

22.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay for the employee's substantive position on the date of the termination of the employee's employment.

22.04 Notwithstanding Clause 22.01(b)(i), an employee who resigns to accept an appointment with another organization in the Public Service, may choose not to be paid severance pay provided that the appointing organization will accept the employee's service with the National Energy Board and eligible service with previous Public Service Employers for severance pay entitlements in that Organization.

Article 23 Education Leave Without Pay and Career Development Leave

Education Leave Without Pay

23.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

23.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. 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.

23.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

23.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course;
 - (b) does not resume employment with the Employer on completion of the course;
- or
- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course;

the employee shall repay the Employer all allowances received under this Article during the education leave or such lesser sum as shall be determined by the Employer.

Career Development Leave With Pay

23.05 (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance in furthering the employee's career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (i) a course given by the Employer;
- (ii) a course offered by a recognized academic institution;
- (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in Clause 23.05(a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of this Agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination"Leave With Pay

23.06 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

Article 24 Recognition

24.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 3rd day of February, 1995.

Article 25 Check-off

25.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues, each month, from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent *salary*.

25.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

25.03 For the purpose of applying Clause 25.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

- 25.04** An employee who satisfies the Employer to the extent that the employee declares in an affidavit that the employee is a member of a religious organization, whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization registered pursuant to the *Income Tax Act* equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.
- 25.05** No employee organization, as defined in Section 2 of the *Public Service Staff Relations Act*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 25.06** The amounts deducted in accordance with Clause 25.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 25.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 25.08** The Alliance agrees to indemnify and save the Employer 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 Employer limited to the amount actually involved in the error.
- 25.09** When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgment of error.

Article 26 Employee Representatives

- 26.01** The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 26.02** The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.
- 26.03** The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to Clause 26.02.

- 26.04** (a) A representative shall obtain the permission of the immediate supervisor before leaving work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the supervisor before resuming normal duties.
- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the representative's supervisor.

Article 27 Use of Employer Facilities

- 27.01** Reasonable space on bulletin boards in convenient locations and the Employer's electronic mail system will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- 27.02** The Employer will also continue its present practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 27.03** A duly accredited representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.
- 27.04** The Alliance shall provide the Employer a List of such Alliance representatives and shall advise promptly of any change made to the list.

Article 28 Information

- 28.01** The Employer agrees to supply the Alliance each quarter with the name, geographic location, organizational unit and classification of each employee.
- 28.02** The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.

28.03 The Employer shall ensure that employees have access to all policies and authorities which establish terms and conditions of employment applicable to the bargaining unit.

Article 29 Leave with ~~Or~~ Without Pay for Staff Relations

Complaints made to the Public Service Staff Relations Board Pursuant to Section 23 of the *Public Service Staff Relations Act*.

29.01 When operational requirements permit, the Employer will grant leave with pay:

(a) to an employee who makes a complaint, before the Public Service Staff Relations Board,

and

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

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

29.02 When operational requirements permit, the Employer will grant leave without pay:

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

and

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

29.03 The Employer will grant leave with pay:

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

and

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

Arbitration Board and Conciliation Board Hearings

- 29.04** When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board or Conciliation Board.
- 29.05** The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

Adjudication

- 29.06** When operational requirements permit, the Employer will grant leave with pay to an employee who is:
- (a) a party to the adjudication,
 - (b) the representative of an employee who is a party to an adjudication,
- and
- (c) a witness called by an employee who is a party to an adjudication.

Meetings During the Grievance Process

- 29.07** When operational requirements permit, the employee, and where applicable, an employee acting as the employee's representative will be granted leave with pay to meet with management to discuss the grievance. The Employer will arrange the meeting having regard to operational requirements.
- 29.08** Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and an employee acting on behalf of the Alliance 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.

Contract Negotiation Meetings

- 29.09** When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

Preparatory Contract Negotiation Meetings

29.10 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings Between the Alliance and Management Not Otherwise Specified in this Article

29.11 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

29.12 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

Representatives' Training Courses

29.13 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

Article 30 Dispute Resolution - Grievance Procedure

Employee - Supervisor Meeting

30.01 The parties encourage discussion between employees and their supervisors to resolve problems without recourse to a formal grievance. The parties may, where appropriate and requested, provide assistance to help facilitate a resolution of the problem acceptable to employees and their supervisors. While discussion must begin within the time limit prescribed in Clause 30.09, it is agreed that the period required to conduct discussions shall not count as elapsed time for the purpose of the grievance time limits.

Grievance Procedure

30.02 Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, employees who feel they have been unjustly treated or aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process are entitled to present a grievance in the manner prescribed in Clause 30.04 except that,

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the employee's specific complaint, such procedure must be followed,

and

- (b) where the grievance relates to the interpretation or application of this Agreement, or an Arbitral Award, employees are not entitled to present a grievance unless they have the approval of and are represented by the Alliance.

30.03 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following levels:

- (a) First Level - responsible Business Leader;
 - (i) The purpose of this level is to provide disclosure of information relating to the problem or disagreement which will facilitate open discussions and the exploration of a voluntary resolution acceptable to all parties to the grievance. Where agreed by the parties, problem solving options such as a joint mediation committee or external mediator may be used.
 - (ii) A reply at this level shall report either that the grievance has been resolved, including the terms of resolution, or that it has not been resolved.
 - (iii) In the event that the grievance is not resolved at the First Level, the parties shall prepare an agreed statement of facts and issues for presentation at the Final Level.
- (b) Final Level - Executive Director of the National Energy Board.

30.04 An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit it to the immediate supervisor who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and

- (b) provide the employee with a receipt stating the date on which the grievance was received.

30.05 Where 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 Employer on the date it is delivered to the National Energy Board,

Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

- 30.06** The grievance shall be presented on the form provided by the Employer and signed by the employee, and where required, the Alliance representative and shall contain:
- (a) the details of the grievance,
 - (b) the provisions of the Agreement considered violated,
and
 - (c) the corrective action requested.
- 30.07** A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.
- 30.08** The employee may be assisted and/or represented by the Alliance when using the grievance procedure described in this Article.
- 30.09** An employee may present a grievance to the First Level of the procedure in the manner prescribed in Clause 30.05 not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.
- 30.10** The Employer shall normally reply to an employee's grievance at either the First Level or Final Level of the grievance procedure within twenty (20) days of the submission or transmission of the grievance.
- 30.11** An employee may present a grievance at the Final Level of the grievance procedure within ten (10) days after the reply at the First Level has been conveyed in writing to the employee. If the Employer does not reply within twenty (20) days from the date that a grievance is presented at the first level, the employee may, within the next ten (10) days, submit the grievance at the Final level of the grievance procedure.
- 30.12** Where an employee has been represented by the Alliance in the presentation of a grievance, the Employer will provide the representative of the Alliance with a copy of the Employer's reply at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

- 30.13 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.
- 30.14 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.
- 30.15 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate: the Alliance representative.
- 30.16 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level: may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance.
- 30.17 Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the Final Level only.
- 30.18 An employee may abandon a grievance by written notice to the immediate supervisor.
- 30.19 Any employee who fails to present a grievance to the appropriate level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the employee's control, the employee was unable to comply with the prescribed time limits.
- 30.20 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon a grievance or refrain from exercising the right to present a grievance as provided in this Agreement.
- 30.21 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:
- (a) the interpretation or application in respect of the employee of a provision of this Agreement or related **Arbitral Award,**
- or
- (b) disciplinary action resulting in termination of employment, suspension or a financial penalty,

and the grievance has not been dealt with to the employee's satisfaction, the employee may refer the grievance to adjudication in accordance with the provisions of the *Public Service Staff Relations Act* and Regulations.

- 30.22** An employee is not entitled to refer to adjudication a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an Arbitral Award unless the Alliance signifies in the prescribed manner its approval of the reference of the grievance to adjudication and its willingness to represent the employee in the adjudication proceedings.

Article 31 Joint Consultation

- 31.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 31.02** Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.
- 31.03** Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 31.04** Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.
- 31.05** The Joint Consultation Committee is prohibited from agreeing to items which would alter any provision of this Agreement.
- 31.06** Employees attending Consultation Committee meetings shall be protected against any loss of normal pay by reason of their attendance.

Article 32 Suspension and Discipline

- 32.01** When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

- 32.02** Subject to the employee's consent, the Employer shall notify the local representative of the Alliance that such suspension has occurred.
- 32.03** When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision, the employee is entitled to have a representative of the Alliance attend the meeting. The employee shall receive a minimum of one day's notice of such a meeting.
- 32.04** The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 32.05** 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 33 Employee Performance Review and Employee Files

- 33.01** (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. The employee's signature on the assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.
- 33.02** (a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review
- and

(ii) any written document which provides instructions to the person conducting the review.

(b) If during the employee performance review, either the form or instructions are changed they shall be given to the employee.

33.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for examination in the presence of an authorized representative of the Employer.

Article 34 Statement of Duties

34.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of the employee's position, the classification level, the complete rating for the position, including a print out of the answers used in evaluating the position and an organization chart depicting the position's place in the organization.

Article 35 Health and Safety

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

Article 36 Technological Change

36.01 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 National Energy Board Work Force Adjustment Policy will apply. In all other cases the following clauses will apply.

36.02 In this Article "technological change" means:

(a) the introduction by the Employer of equipment or material of a different nature than that previously utilized

and

- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 36.03** Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 36.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 36.05** The written notice provided for in Clause 36.04 will provide the following information:
- (a) the nature and degree of change,
 - (b) the anticipated date or dates on which the Employer plans to effect change
- and
- (c) the location or locations involved.
- 36.06** As soon as reasonably practicable after notice is given under Clause 36.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in Clause 36.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:
- (a) the approximate number, class and location of employees likely to be affected by the change
- and
- (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 36.07** When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

Article 37 Illegal Strikes

- 37.01** *The Public Service Staff Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including discharge, for participation in an illegal strike as defined in the *Public Service Staff Relations Act*.

Article 38 Employees on Premises of Other Employers

- 38.01** If employees are prevented from performing their duties because of a strike or lock-out on the premises of a provincial, municipal, commercial or industrial employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

Article 39 Restriction on Outside Employment

- 39.01** Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer, except where such employment could represent a conflict of interest.
- 39.02** The Employer shall provide employees with a copy of the current conflict of interest guidelines. Where a conflict of interest may arise, the employee shall advise the Employer.

Article 40 Part-time Employees

- 40.01** Part-time employee means a person whose normal hours of work are less than those established in the Hours of Work Article of this Agreement, but not less than those prescribed in the *Public Service Staff Relations Act*.

General

- 40.02** Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work, specified by this Agreement, of full-time employees unless otherwise specified in this Agreement.

40.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified by this Agreement for a full-time employee.

40.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified by this Agreement.

Reporting Pay

40.05 Subject to Clause 40.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of this Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four **(4)** hours pay at the straight-time rate of pay.

Leave

40.06 Leave will only be provided during those periods in which a part-time employee is scheduled to work.

Designated Holidays

40.07 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal two five (4.25) percent for all straight-time hours worked.

40.08 When a part-time employee is required to work on a day which is a designated paid holiday for a full-time employee in Clause 14.01, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement and double time (2) thereafter.

40.09 A part-time employee who reports for work as directed on a day which is a designated paid holiday for a full-time employee in Clause 14.01 of this Agreement, shall be paid for the time actually worked in accordance with Clause 40.08, or a minimum of four **(4)** hours pay at the straight-time rate, whichever is greater.

Overtime

40.10 Overtime means authorized work performed in excess of the normal daily or weekly hours of work of a full-time employee, but does not include time worked on a designated paid holiday.

40.11 Subject to Clause 40.10 a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

Call-Back

40.12 When a part-time employee meets the requirements for call-back the minimum payment shall not be prorated.

Bereavement Leave

40.13 Notwithstanding Clause 40.02, there shall be no prorating of a “day” in Clause 20.02 - Bereavement Leave With Pay.

Vacation Leave

40.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee’s normal work week, at the rate for years of service established in the vacation leave entitlement clause specified by this Agreement, prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter ($1 \frac{1}{4}$) days a month, one-quarter of the hours in the employee’s work week per month,
- (b) when the entitlement is one and two-thirds ($1 \frac{2}{3}$) days a month, one-third of the hours in the employee’s work week per month,
- (c) when the entitlement is two and one-twelfth ($2 \frac{1}{12}$) days a month, five-twelfths of the hours in the employee’s work week per month

and

- (d) when the entitlement is two and a half ($2 \frac{1}{2}$) days a month, one-half of the hours in the employee’s work week per month.

Sick Leave

40.15 A part-time employee shall earn sick leave credits at the rate of one-quarter ($1/4$) of the number of hours in an employee’s normal work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee’s normal work week.

Vacation and Sick Leave Administration

40.16 (a) For the purposes of administration of Clauses 40.14 and 40.15, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight- time rate calculated on a monthly basis.

- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

40.17 Notwithstanding the provisions of Article 22 - Severance Pay of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the substantive position to produce the severance pay benefit.

Article 41 Publications and Authorship

41.01 Given the mandate of the National Energy Board as an administrative tribunal, authorship of NEB publications is not normally attributed to individual employees. However, it is recognized that an employee may prepare within the scope of employment an original article or a professional or technical paper for publication or presentation. The Employer will not unreasonably withhold permission for such publication or presentation.

41.02 When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.

Article 42 Employment References

42.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee indicating length of service, principal duties and responsibilities and performance of such duties.

42.02 The Employer shall secure the consent of the employee before replying to a formal request by a prospective employer outside the Public Service for information concerning the performance of the employee.

Article 43 Job Security

43.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

Article 44 Notice of Transfer

44.01 The NEB will endeavour not to require an employee to relocate within the six (6) month period following written notification of relocation to the employee.

Article 45 Wash-up Time

45.01 Where the Employer determines that due to the nature of work there is a clear cut need, wash-up time to a maximum of ten (10) minutes will be permitted before the end of the working day.

Article 46 Other

46.01 The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Agreement:

(a) Travel Policy,

(b) Relocation Policy

and

(c) Bilingualism Bonus Policy

46.02 (a) The NEB Work Force Adjustment Policy will form part of this Agreement until it is replaced pursuant to Clause 46.02 (b).

(b) The parties agree to enter into joint consultation to revise the Work Force Adjustment Policy and once the revised policy has been agreed to, it will form part of this Agreement.

46.03 The Employer will continue coverage for employees under the Government of Canada Public Service Health Care Plan, Public Service Dental Care Plan and Public Service Disability Insurance Plan, as amended from time to time.

Article 47 Pay Administration

47.01 Except as provided by this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

47.02 An employee is entitled to be paid for services rendered at the pay specified in Appendix "A" for the employee's substantive position.

47.03 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

47.04 (a) The rates of pay set forth in Appendix "A" shall become effective on the date specified in this Agreement.

(b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:

- (i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed or when an arbitral award is rendered 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 identified in Article 24 of this Agreement during the retroactive period;
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with Clause (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;

- (v) no payment or no notification shall be made pursuant to Clause 47.04(b) for one dollar or less.

47.05 Only rates of pay and compensation for overtime and vacation leave credits paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

47.06 (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least the period specified in (b) below, the employee shall be paid acting pay calculated from the date on which the acting capacity commenced as if the employee had been appointed to the higher classification level for that acting period.

(b) The required number of consecutive working days is as follows:

- (i) for employees from levels NEB-1 to NEB-7 inclusive: 4 days;
- (ii) for employees from levels NEB-8 to NEB-12 inclusive: 10 days.

(c) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.


47.07 The following shall apply to the incumbents of positions reclassified to a level having a lower attainable maximum rate of pay after:

(a) Prior to a position being reclassified to a level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

(b) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Clause (c)(ii) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maximum rate of pay shall be in accordance with the Retroactive Remuneration Regulations.

(c) (i) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.

(ii) In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient



reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

- (d) Employees subject to Clause 47.07(c) will be considered to have transferred (as defined in Public Service Terms and Conditions of Employment Regulations) for the purpose of determining increment dates and rate of pay.

47.08 When the regular pay day for an employee falls on a day of rest, every effort shall be made to issue a cheque on the last working day, provided it is available at the employee's place of work.

47.09 (a) * If during the term of this Agreement, a new classification plan is established and implemented by the Employer, the Employer shall, before applying a rate of pay to the new level(s), consult with the Alliance with respect to the rates of pay and the rules affecting the pay of employees on their movement to the new level(s).

- (b) In the event that the Alliance does not agree, the rates of pay shall be negotiated when this Agreement expires and any upward adjustment shall be made retroactive to the date on which the Employer implemented the new rates of pay.

Article 48 Duration

48.01 The duration of this Agreement shall be from March 14, 1997 to March 31, 1999.

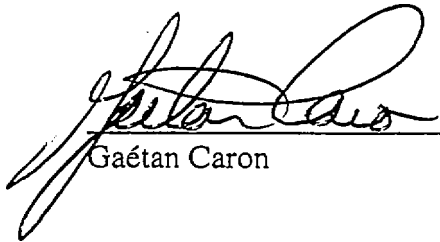
48.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

Article 49 Agreement Reopener

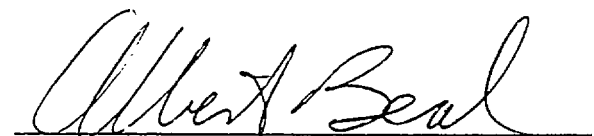
49.01 This Agreement may be amended by mutual consent.


Signed at Calgary, this 24th day of the month of June 1999.

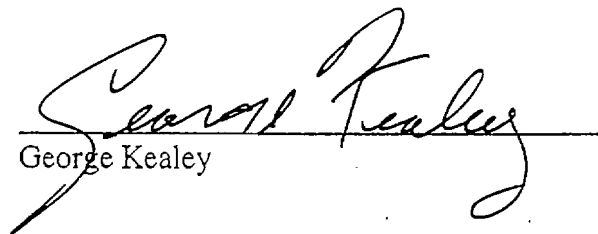
The National Energy Board

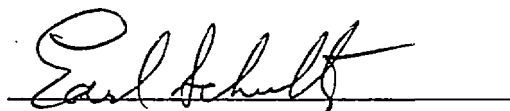

Gaétan Caron


The Public Service Alliance of Canada

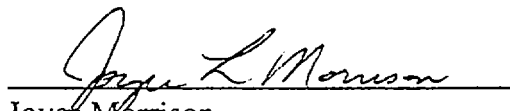

Albert Beal

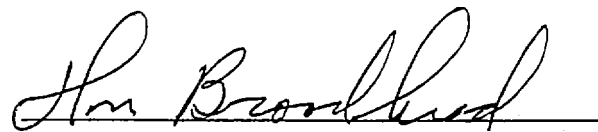

Sylvia Farrant

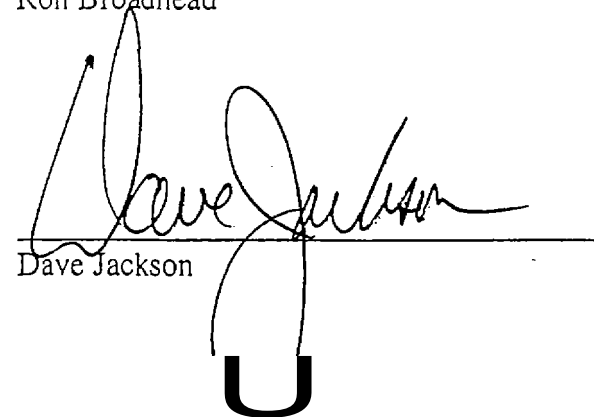

George Kealey


Earl Schultz


Diane Brenner /


Joyce Morrison


Ron Broadhead


Dave Jackson

Appendices

Appendix 1

Rates of Pay

A - Pay Structure as of November 5, 1997

B - Effective November 6, 1997 Increase in Rates of Pay

C - Effective November 6, 1997 Pay Restructure

D - Effective **April 1, 1998** Increase in Rates of Pay and Pay Restructure

NEB 1	From: \$	A	17,353	18,047	18,769	19,520	20,301	21,113	21,958	22,836
	To:	B	17,787	18,498	19,238	20,008	20,809	21,641	22,507	23,407
		C				20,008	20,809	21,641	22,507	23,407
		D				20,408	21,225	22,074	22,957	23,875
NEB 2	From: \$	A	19,558	20,340	21,154	22,000	22,880	23,795	24,747	25,737
	To:	B	20,047	20,849	21,683	22,550	23,452	24,390	25,366	26,380
		C				22,550	23,452	24,390	25,366	26,380
		D				23,001	23,921	24,878	25,873	26,908
NEB 3	From: \$	A	22,052	22,934	23,851	24,805	25,797	26,829	27,902	29,019
	To:	B	22,603	23,507	24,447	25,425	26,442	27,500	28,600	29,744
		C				25,425	26,442	27,500	28,600	29,744
		D				25,934	26,971	28,050	29,172	30,339
NEB 4	From: \$	A	24,863	25,858	26,892	27,968	29,087	30,250	31,460	32,718
	To:	B	25,485	26,504	27,564	28,667	29,814	31,006	32,247	33,536
		C				28,667	29,814	31,006	32,247	33,536
		D				29,240	30,410	31,626	32,892	34,207
NEB 5	From: \$	A	28,034	29,155	30,321	31,534	32,795	34,107	35,471	36,890
	To:	B	28,735	29,884	31,079	32,322	33,615	34,960	36,358	37,812
		C				32,322	33,615	34,960	36,358	37,812
		D				32,968	34,287	35,659	37,085	38,568
NEB 6	From: \$	A	31,609	32,873	34,188	35,555	36,977	38,456	39,994	41,594
	To:	B	32,399	33,695	35,043	36,444	37,901	39,417	40,994	42,634
		C				36,444	37,901	39,417	40,994	42,634
		D				37,173	38,659	40,205	41,814	43,487
NEB 7	From: \$	A	35,638	37,063	38,546	40,088	41,691	43,359	45,093	46,897
	To:	B	36,351	37,804	39,317	40,890	42,525	44,226	45,995	47,835
		C				40,890	42,525	44,226	45,995	47,835
		D				41,708	43,376	45,111	47,145	48,792

NEB 8	From: \$	A	40,182	41,789	43,461	45,199	47,007	48,887	50,842	52,876	
	To:	B	40,986	42,625	44,330	46,103	47,947	49,865	51,859	53,934	
		C				46,103	47,947	49,865	51,859	53,934	
		D				47,025	48,906	50,862	52,896	55,013	57,214
NEB 9	From: \$	A	45,305	47,117	49,002	50,962	53,000	55,120	57,325	59,618	
	To:	B	46,211	48,059	49,982	51,981	54,060	56,222	58,472	60,810	
		C				51,981	54,060	56,222	58,472	60,810	
		D				53,021	55,141	57,346	59,641	62,026	64,507
NEB 10	From: \$	A	51,082	53,125	55,250	57,460	59,758	62,148	64,634	67,219	
	To:	B	52,104	54,188	56,355	58,609	60,953	63,391	65,927	68,563	
		C				58,609	60,953	63,391	65,927	68,563	
		D				60,074	62,172	64,659	67,246	69,934	72,731
NEB 11	From: \$	A	55,934	58,171	60,498	62,918	65,435	68,052	70,774	73,605	
	To:	B	57,053	59,334	61,708	64,176	66,744	69,413	72,189	75,077	
		C				64,176	66,744	69,413	72,189	75,077	
		D				65,460	68,079	70,801	73,633	76,579	79,642
NEB 12	From: \$	A	61,246	63,696	66,244	68,894	71,650	74,516	77,497	80,597	
	To:	B	62,471	64,970	67,569	70,272	73,083	76,006	79,047	82,209	
		C				70,272	73,083	76,006	79,047	82,209	
		D				71,677	74,545	77,526	80,628	83,853	87,207

PAY AND PAY NOTES

Effective November 6, 1997 Pay Restructure

Effective November 6, 1997 the bottom three (3) steps for levels NEB-1 to NEB-12 will disappear and an employee shall move from their current rate of pay to the rate of pay nearest to, but not less than the employee's former rate of pay. Employees will retain their normal anniversary date.

Effective November 6, 1997 Economic Increase

Effective November 6, 1997 rates of pay will be increased by two and a half per cent (2.5%) for employees in levels NEB-1 through NEB-6; rates of pay will increase by two per cent (2%) for employees in levels NEB-7 through NEB-12. An employee shall be paid at the rates of pay as shown in the attached schedule.

Effective April 1, 1998 Economic Increase

Effective April 1, 1998, rates of pay will be increased by two per cent (2%).

Effective April 1, 1998 Pay Restructure

Effective April 1, 1998 an additional four per cent (4%) step will be added to the top of the pay scale for levels NEB-7 to NEB-12. Employees who have been at the maximum step of the levels **NEB-7** through NEB-12 for a period of twelve months or greater as of this date will move to the new maximum immediately. Employees will retain their normal anniversary date.

Appendix 2

Memorandum of Understanding between the National Energy Board and the Public Service Alliance of Canada

Banked Time

In discussing the NEB interest in moving the topic of Banked Time from an Appendix to the main body of the collective agreement and thus replacing the Compressed Work Week with Banked Time provisions, it was agreed that the Public Service Alliance of Canada would conduct a survey of its membership in the period of time immediately following the signing of the collective agreement. The NEB is to be consulted on the questions and the results will be shared by both parties. The results will be discussed between the parties with a view to identifying issues which need to be addressed to ensure that the provision is utilized in a manner consistent with its intention. It is anticipated that the discussions will lead to a re-opening of the collective agreement and the incorporation of Banked Time provisions acceptable to both parties in the collective agreement.

In the meantime, during the life of the collective agreement:

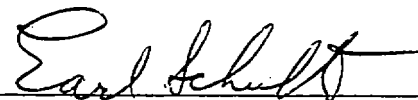
- (a) An employee may elect with the approval of the Employer to work in excess of scheduled hours of work and to accumulate such hours on a straight time basis as Banked Time credits to be taken as leave in accordance with (c) below. The maximum number of hours of Banked Time accumulated at any time shall not exceed twenty-two and one-half (22.5) hours without the consent of the Employer.
- (b) Banked Time credits shall be taken as leave with pay on application of the employee and subject to operational requirements.
- (c) The Employer shall not compel an employee in any way to use the provisions of paragraph (a) where the work is required under Clause 14.05 or overtime as defined by the Overtime and Call-Back provisions of the collective agreement.

The provisions of this memorandum shall not be used with any compressed work week arrangement.

Signed at Calgary, this 24th day of June, 1999



On behalf of the Public Service Alliance of Canada



On behalf of the National Energy Board

Appendix 3

Memorandum of Understanding between the National Energy Board and the Public Service Alliance of Canada

Work Force Adjustment Policy

This will serve to confirm our discussions during negotiations that Appendix III, Memorandum of Understanding between the National Energy Board and the Public Service Alliance of Canada regarding Work Force Adjustment Policy is renewed.

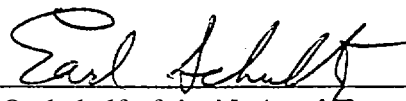
Until such time as a new Work Force Adjustment Policy is agreed upon or a new collective agreement is signed or arbitral award rendered, whichever occurs first, the Board agrees to administer the NEB Work Force Adjustment Policy (referred to in Article 46) by:

- (a) using the grievance procedure provided in Article 30 - Dispute Resolution Grievance Procedure, commencing at the Final Level to resolve cases of alleged misinterpretation or misapplication arising out of the policy,
- (b) advising and consulting with the bargaining agent representative as completely as possible regarding any work force adjustment situation affecting one or more employees in the bargaining unit as soon as possible after the decision is made and throughout the process,
- (c) recognizing the right of employees to be represented by the bargaining agent in matters related to Work Force Adjustment,
- (d) providing the Alliance with the number and status of their members who are in the Priority Administration System and
- (e) advising the bargaining agent as soon as a decision is made by senior management to examine the viability of a contracting out option and disclosing the reasons behind any decision to proceed with contracting out, should that be the case, including related studies such as cost benefit analyses.

Signed at Calgary, this 24th day of June, 1999



On behalf of the Public Service Alliance of Canada



On behalf of the National Energy Board

Appendix 4

Memorandum of Understanding between the National Energy Board and the Public Service Alliance of Canada

Student Program at the N.E.B.

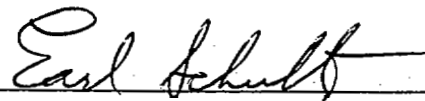
This will serve to confirm our discussions during negotiations that Students would not be incorporated into the collective agreement at this time and that the informal agreement that was reached for the year 1996/97 would continue for this Student Program. For ease of reference, the terms and conditions for Students will be referred to as the NEB Terms and Conditions for Students.

"Student" means a person who is on a learning assignment under the NEB Student Employment Program and not a person who is assigned the duties and responsibilities of a regular employee at the NEB.

Signed at Calgary, this 24th day of the month of June 1999.



On behalf of the Public Service Alliance of Canada



On behalf of the National Energy Board

Appendix 5

Dave Jackson,
Regional Representative - Negotiator,
Public Service Alliance of Canada,
Calgary, Alberta,
T2N 2A1.

Re: Recognition of Same Sex Relationships for purposes of Collective Agreement Benefits

Dear Mr. Jackson:

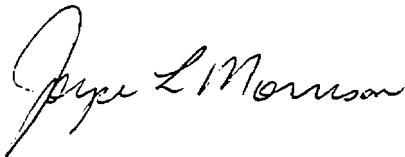
Effective November 16, 1995, Treasury Board altered its interpretation of certain provisions of collective agreements to which it is a party to extend to an employee who is living in a same-sex partner relationship the same entitlement which applies to an employee who is a common-law spouse. The provisions to which this interpretation pertains are the following:

- (i) Bereavement Leave;
- (ii) Leave for Family-Related;
- (iii) Leave for Relocation of Spouse;
- (iv) Relocation Directive.

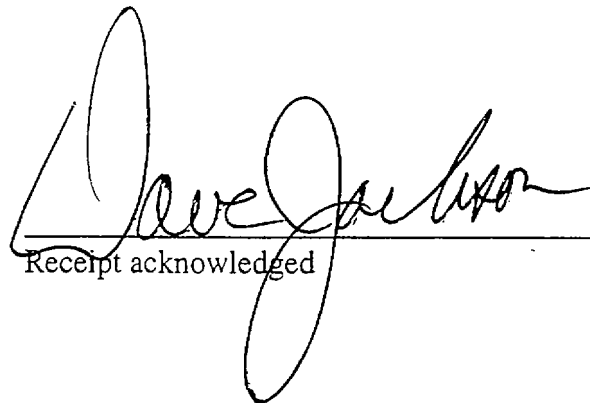
A "same-sex partner" relationship is defined as existing when, for a continuous period of at least one year, an employee has lived with a person of the same sex in a homosexual relationship, publicly represented that person to be his/her partner and continues to live with that person as his/her partner.

In respect of those provisions listed above which apply to employees in this bargaining unit, the Employer will administer entitlements in a fashion consistent with the Treasury Board interpretation of November 16, 1995.

Yours sincerely,



Joyce Morrison



Receipt acknowledged

Appendix 6

Dave Jackson,
Coordinator of Negotiation,
Public Service Alliance of Canada,
Calgary, Alberta.

Letter of Understanding

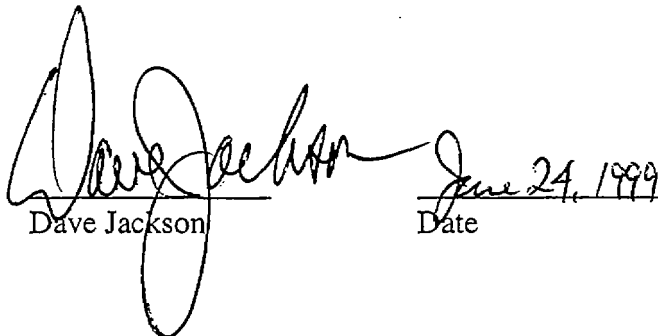
Re: Impact of a final resolution of the Public Service Alliance of Canada (PSAC) complaint filed with Canadian Human Rights Tribunal against the Treasury Board of Canada regarding pay equity in the CR and ST occupational groups in the Federal Public Service (Part 1, Schedule 1 of the *Public Service Staff Relations Act*).

It is evident to the parties that this matter can not be properly dealt with in the current round of negotiations. The parties agree to continue to use the 1996 March 13 Memorandum of Understanding, the 1998 July 29 decision of the Canadian Human Rights Tribunal on pay equity and the Separate Employer status of the NEB as the basis for discussions. Given the 1999 March 31 expiry date that the parties have agreed to for this collective agreement, the parties have agreed to implement the other terms and conditions at this time and to discuss this matter once it has been solved for the broader public service.


Earl Schultz
Corporate Services, NEB

June 24, 1999
Date

I concur:


Dave Jackson

June 24, 1999
Date