



Collective Agreement

Between

The National Energy Board

and

**The Public Service Alliance
of Canada**

For The Period:

April 1, 2001 to March 31, 2003

La version française est disponible auprès de l'Équipe des relations avec les employés.

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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 Employee Relations Team.

Public Service Alliance of Canada (PSAC)

President	Guy Hamel	299-3927
Vice-President	Ann Shalla	299-3563
Secretary	Johanne Kozak	299-2760
Treasurer	Kym Hopper-Smith	292-3890
Chief Shop Steward	Denis Tremblay	299-2717

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 23;
 - (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) “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*.
- (k) rates of pay:
 - (i) “Annual rate of pay” means the applicable rate of pay listed in Appendix 1;
 - (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 ½) times the employee’s hourly rate of pay;
 - (vii) “double time” means two (2) times the employee’s hourly rate of pay;
- (l) “remuneration” means pay and allowances;
- (m) “spouse” will, when required, be interpreted to include “common-law spouse”;
- (n) a “common-law spouse” relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;
- (o) “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

7.1 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age,

race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, marital status, mental or physical disability, conviction for which a pardon has been granted 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.

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

Article 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.

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

Article 9 Hours of Work

9.1 Except as provided for in Clause 9.03 the normal work week shall be thirty-seven and one-half (37 ½) hours exclusive of lunch periods, comprising five (5) days of seven and one-half (7 ½) 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 ½) 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.

Banked Time

9.06 An employee may elect with the approval of the Employer to work in excess of normal hours of work on a normal work day as specified in clause 9.01 or on a day of rest or designated paid holiday and to accumulate the excess hours on a straight-time basis as banked time credits to be taken as leave in accordance with clause 9.07. The maximum number of hours of banked time accumulated at any time may not exceed thirty-seven and one-half (37 ½) hours without the consent of the Employer.

9.07 Banked time credits will be taken as leave with pay upon application by the employee, subject to operational requirements. The leave may be taken on a casual basis or on a pre-arranged schedule.

9.08 The Employer shall not compel an employee in any way to use the provisions of clause 9.06 where the work required is overtime as defined in Article 10 - Overtime.

Administration of Banked Time

9.09 For purposes of the administration of banked time, the following shall apply:

- (a) Where the Agreement refers to a “day”, it shall be converted to seven and one-half (7 ½) hours;

- (b) On a normal work day, hours worked in excess of seven and one-half (7 ½) shall count as overtime in accordance with sub-clause 10.03(a) Overtime or, as appropriate, banked time credits in accordance with clause 9.06;
- (c) In the application of sub-clause (b), the calculation of banked time credits shall be based on each completed period of thirty (30) minutes;
- (d) An employee who qualifies for any other form of leave may substitute such leave for a day of approved leave approved pursuant to sub-clause 9.07.

- 9.10** (a) An employee shall be required to accumulate sufficient banked time credits to account for a period of leave pursuant to clause 9.06 prior to taking such leave.
- (b) Notwithstanding (a), where due to unforeseen circumstances beyond the control of the employee, an employee is unable to accumulate sufficient banked time credits as pre-arranged with the Employer in order to take approved leave, banked time credits may be temporarily advanced to the employee.

Work At Home

- 9.11** The Employer will make every reasonable effort to grant an employee's request to work at home. Details of the alternate work arrangement shall be agreed and recorded in writing by the Employer and the employee. The alternate work arrangement shall be consistent with the terms of this Agreement. A copy of the signed agreement will be provided to the Union.

Article 10 Overtime

- 10.01** Overtime means authorized work in excess of the employee's scheduled hours of work other than hours to be accumulated under banked time.

Assignment of Overtime Work

- 10.02** (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

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

- (a) On a normal workday, at the rate of time and one-half (1 ½) for each hour of overtime worked.
- (b) On a first day of rest at the rate of time and one-half (1 ½) for the first seven and one-half (7 ½) 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.
- (g) All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

Reporting Pay

10.04 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.

10.05 Notwithstanding Clause 10.03 (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 ½) for each hour of overtime worked.

Overtime Meal Allowance

- 10.06** (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 \$9.00, 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 \$9.00 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 10.06 (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.
- 10.7** 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 16 - Compensatory Leave.

10.08 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 11 Standby

11.01 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.

11.02 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.

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

11.04 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.

11.05 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 12 Call-back Pay

12.01 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.

12.02 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.

12.03 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 16 - Compensatory Leave.

Article 13 Designated Paid Holidays

13.01 Subject to Clause 13.02, 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.

13.2 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 28 - Leave With or Without Pay for Staff Relations.

13.03 When a day designated as a holiday under Clause 13.01 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.

13.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 13.03:

- (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.

13.05 An employee who works on a holiday shall be paid:

- (a) time and one-half (1 ½) 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 ½) 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.

13.06 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 10.03(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.

13.07 (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 13.07(b) shall be the rate in effect when the lieu day was earned.

13.8 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 13.05 or 13.06;

or

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

13.09 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.

13.10 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.

13.11 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 14 No Pyramiding

14.01 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 15 Travelling Time

15.01 When the Employer requires an employee to travel for the purpose of performing duties at a worksite more than sixteen (16) kilometers from the employee's 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 twelve (12) hours pay calculated 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 twelve (12) hours pay calculated at the straight-time rate of pay.

15.2 For the purpose of Clause 15.01 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.

15.03 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 16 - Compensatory Leave.

15.04 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 16 Compensatory Leave

16.01 Upon application by the employee and with the approval of the Employer, compensation earned under Article 15 - Travelling Time, Article 12 - Call-Back and Article 10 - 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.

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

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

Article 17 Vacation Leave with Pay

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

17.02 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 ¼) 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) one and eleven-twelfths (1 11/12) days commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (d) two and one-twelfth (2 1/12) days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (e) two and one-third (2 1/3) days commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- (f) two and one-half days (2 1/2) commencing with the month in which the employee's twenty-ninth (29th) anniversary of service occurs.

17.03 For the purpose of Clause 17.02 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 re-appointed to the National Energy Board within one (1) year following the date of lay-off.

17.04 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.

17.05 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.

17.06 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.

17.07 (a) 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 up to a maximum of thirty-five (35) days of credits, unless the maximum of thirty-five (35) days is waived on written agreement of the employee and the Employer. Vacation leave credits in excess of this maximum will be paid out at the rate of pay for the employee's substantive position in effect on the March 31st immediately preceding the pay out.

(b) Liquidation

During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be compensated at the rate of pay for the employee's substantive position.

17.08 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.

17.09 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.

- 17.10** 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 17.08 to be reimbursed for reasonable expenses incurred by the employee.
- 17.11** 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.
- 17.12** 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.
- 17.13** Notwithstanding clause 17.11 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.
- 17.14** Notwithstanding clause 17.11, 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.
- 17.15** 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 18 Sick Leave with Pay

- 18.01** An employee shall earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each calendar month for which the employee receives pay for at least ten (10) days.
- 18.02** 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.

- 18.03** Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury the employee was unable to perform work shall be considered as meeting the requirements of sub-clause 18.02.
- 18.04** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 18.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death, lay-off, or total disability the recovery of the advance from any monies owed the employee.
- 18.5** When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 18.06** 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.
- 18.07** 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.
- 18.08** The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized all accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to Article 19.

Article 19 Other Leave With Or Without Pay

19.01 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

19.02 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, grandparent, grandchild, 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 five (5) consecutive calendar days which must include 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) An employee is entitled to up to one (1) day's bereavement leave with pay for the purposes related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) 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), or (b) of this clause, the employee shall be granted bereavement leave with pay and the compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement vary on an individual basis. 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 19.02(a) and (b) or for persons other than those listed in this clause.

Maternity Leave Without Pay

- 19.03** (a) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the

termination date of pregnancy, subject to the Parental Leave Without Pay clause, 19.06.

- (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 maternity leave without pay therein defined may be extended beyond the date falling seventeen (17) 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 sub-clause 19.03(a)(i)(1) above where the employee has proceeded on maternity 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 maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in sub-clause 19.03(a)(i)(1).
 - (3) The extension described in sub-clause 19.03(a)(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 maternity 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 18 - 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) 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.

Maternity Allowance

- 19.04** (a) After completion of six (6) months' continuous employment, an employee who agrees to return to work for the period outlined in sub-clause 19.04(b)(i) and who provides the Employer with proof that she has applied for and is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with the Supplemental Unemployment Benefit Plan.
- (b) An applicant under Clause 19.04(a) shall sign an agreement with the Employer, providing:
- (i) that she will return to work and work for a period equal to the period she will be in receipt of the maternity allowance, less any period in respect of which she is granted leave with pay;
 - (ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- (c) (i) Should she fail to return to work in accordance with sub-clauses 9.04(b) or should return to work but fail to work for the total period specified in 19.04(b)(i) for reasons other than death or lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-clause 19.04(b)(i), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows: amount equal to the product obtained by multiplying the amount received as an allowance by the fraction obtained by dividing the remaining number of days to be worked in the return period by the total number of work days to the return period.
- (ii) For the purpose of sub-clause 19.04(c), period of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in sub-clause 19.04(b)(i), without activating the recover provisions described in sub-clause 19.04(c)(i).
- (d) In respect of the period of maternity leave, maternity 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 Employment 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;

- (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the EI benefits she is in receipt of and 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) The maternity allowance to which the employee is entitled is limited to that set out in sub-clause 19.04(d) above. An employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (e) In the calculation of the maternity allowance, the weekly rate shall be:
 - (i) for a full-time employee the weekly rate of pay referred to in sub-clauses 19.04(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 maternity leave;
 - (ii) for a part-time employee the weekly rate of pay referred to in sub-clauses 19.04(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 maternity leave.
- (f) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under sub-clauses 19.04(d)(i) and (ii) shall be adjusted accordingly.
- (g) 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 sub-clauses 19.04(e)(i) and (ii) above.

Special Maternity Allowance for Totally Disabled Employees

- 19.05** (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in sub-clause 19.04(a) solely

because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance maternity benefits, and

- (ii) has satisfied all of the other eligibility criteria specified in clause 19.04, other than those specified in sub-clause 19.04(b),

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

- (b) An employee shall be paid an allowance under clause 19.05(a) and, where applicable, clause 19.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefit pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance maternity benefits for the reasons described in sub-clause 19.05(a)(i).

Parental Leave Without Pay

- 19.06** (a) An employee who becomes or will become a parent through the birth of a child or who commences legal proceedings to adopt a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Notwithstanding sub-clause (a):
 - (i) where the employee's child is hospitalized within the period defined in the above clause, and the employee has not yet proceeded on parental leave without pay, or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the

employee's care.

- (c) Parental leave without pay taken by a couple employed at the National Energy Board shall not exceed a total of thirty-seven (37) weeks for both employees combined.
- (d) An employee who intends to request parental leave without pay shall notify the Employer, in writing, at least four (4) weeks in advance of the date of the birth of the employee's child, or the date the child is expected to come into the employee's care pursuant to sub-clause 19.06(a).
- (e) The Employer may:
 - (i) defer the commencement of parental leave at the request of the employee;
 - (ii) grant the employee's parental leave without pay with less than four (4) weeks notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption.
- (f) Parental leave 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 Allowance

- 19.07** (a) An employee who has been granted parental leave without pay shall be paid a parental allowance, as described in sub-clauses 19.07(c) to (f), in accordance with the terms of the Supplemental Unemployment Benefit Plan provided that he or she has:
- (i) Completed six (6) months of continuous employment before the commencement of parental leave;
 - (ii) Provided the Employer with proof that he or she has applied for and is eligible to receive parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer; and
 - (iii) Signed an agreement with the Employer as set out in clause 19.07(b).
- (b) An applicant, under clause 19.07(a), shall sign an agreement with the Employer, providing:
- (i) that the employee will return to work on the expiry date of the parental leave without pay, unless extended with the Employer's consent, or modified by the

approval of another form of leave.

- (ii) that the employee will return to work for a period equal to the period that the employee was in receipt of the parental allowance, in addition to the period of time referred to in sub-clause 19.04 (b), if applicable.
 - (iii) that, should the employee fail to return to work in accordance with sub-clauses 19.07(b)(i), (ii) and (iii) or should the employee return to work but fail to work for the total period specified in 19.07(b)(i) and (ii) for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-clauses 19.07(b)(ii) and (iii), or having become disabled as defined in the *Public Service Superannuation Act*, the employee recognizes that he or she is indebted to the Employer for an amount equal to the product obtained by multiplying the amount received as a parental leave allowance by the fraction obtained by dividing the remaining number of days to be worked in the return period by the total number of work days in the return period.
- (c) Parental Allowance payments made in accordance with the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) Where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, an allowance of ninety-three percent (93%) of the weekly rate of pay for each week of the two (2) week waiting period less any other monies earned during this period;
 - (ii) Except as provided by sub-clause 19.07(c)(iii), for each week that an employee receives a parental benefit pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the EI benefit he or she is eligible to receive and ninety-three percent (93%) of the weekly rate of pay less any other monies earned during the period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) Where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the Supplementary Unemployment Benefit Plan will be extended by the number of weeks of extended benefits which the employee receives under subsection 12(7).
- (d) At the employee's request, the payment referred to in sub-clause 19.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the

employee provides proof of receipt of EI parental benefits.

- (e) The parental allowance to which the employee is entitled is limited to that set out in sub-clause 19.07(c) above. An employee will not be reimbursed for any amount that he or she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) In the calculation of the parental allowance, the weekly rate referred to in sub-clause 19.07(c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay for his or her substantive position on the day immediately preceding the commencement of parental leave.
 - (ii) for a part-time employee the weekly rate of pay 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 parental leave.
 - (iii) 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 sub-clauses 19.07(f)(i) and (ii).
- (g) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, payments under sub-clause 19.07(c) shall be adjusted accordingly.
- (h) Parental allowance payments will neither reduce nor increase the employee's deferred remuneration or severance pay.

Special Parental Allowance for Totally Disabled Employees

- 19.08** (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in sub-clause 19.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents him or her from receiving EI parental benefits; and
 - (ii) has satisfied all other eligibility requirements specified in sub-clauses 19.07((a)(i)

and (iii)

shall be paid, in respect of each week that the parental allowance was not received for the reason described in sub-clause 19.08(a)(i), the difference between ninety-three percent (93%) of his or her weekly rate of pay and the gross amount of his or her weekly rate of disability benefit under the DI plan, the LTD Plan or pursuant to the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under clauses 19.07 and 19.08 for a combined period of no more than the number of weeks during which he or she would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in sub-clause 19.08(a)(i).

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

19.09 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

19.10 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 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.
- (f) for purposes of this provision personal needs shall not include working for another employer except for instances of volunteer work.

Leave Without Pay for Relocation of Spouse

- 19.11** (a) At the request of an employee, leave without pay for a minimum period of three (3) months and a maximum period of (1) year shall be granted to an employee whose spouse is permanently relocated and up to three (3) 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. Time spent on such leave shall not be counted for pay increment purposes.

Leave With Pay for Family-Related Responsibilities

- 19.12** (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), or foster children (residing with the employee), 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 total leave with pay which may be granted under clause 19.12(c) shall not exceed five (5) days in a fiscal year.

- (c) The Employer shall grant leave with pay under the following circumstances:
- (i) up to one (1) day to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies. A dependent family member is a family member who is incapable of attending the appointment unaccompanied. An employee is expected to make reasonable efforts to schedule appointments to minimize the employee's absence from work and must notify the supervisor of the appointment as far in advance as possible;
 - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) to provide for the immediate need and temporary care of an elderly member of the employees family;
 - (iv) two (2) days' leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

Leave Without Pay for Long-Term Care of Parent

- 19.13** (a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.
- (b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:
- (i) 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;
 - (ii) leave granted under this Article shall be for a minimum period of three (3) weeks;
 - (iii) the total leave granted under this Article shall not exceed three (3) years during an employee's total period of employment in the Public Service.
 - (iv) leave granted for periods of one year or less shall be scheduled in a manner

which ensures continued service delivery.

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

Court Leave

19.14 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

19.15 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

19.16 Where an employee participates in a personnel selection process, including the redress 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 required.

Leave With or Without Pay for Other Reasons

19.17 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 20 Leave - General

20.01 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.

20.02 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.

20.03 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.

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

20.05 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.

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

Article 21 Severance Pay

21.01 Under the following circumstances and subject to Clause 21.02, 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

On resignation, subject to Clause 21.01(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 ½) 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

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

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.

21.02 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 21.01 be pyramided.

21.03 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.

21.04 Notwithstanding Clause 21.01(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 22 Education Leave Without Pay and Career Development Leave

Education Leave Without Pay

22.01 (a) 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.

- 22.02** (a) An employee on education leave without pay under this clause shall receive an allowance in lieu of salary equivalent to from fifty per cent (50%) to one hundred per cent (100%) of basic salary. The percentage of the allowance is at the discretion of the Employer. 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.
- (b) By agreement of the employee and the Employer, education leave may be granted with payment of an allowance of less than the minimum specified in clause 22.02(a).

22.03 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.

22.04 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

22.05 (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 22.05(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

22.06 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 23 Recognition

23.01 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 24 Check-off

24.01 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.

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

24.03 For the purpose of applying Clause 24.01, 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.

- 24.04** 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.
- 24.05** 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.
- 24.06** The amounts deducted in accordance with Clause 24.01 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.
- 24.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 24.08** 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.
- 24.09** 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 25 Employee Representatives

- 25.01** The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 25.02** 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.
- 25.03** The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to Clause 25.02.

- 25.04** (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.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

Article 26 Use of Employer Facilities

- 26.01** 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. Items distributed through the Employer's paper mail system must be in sealed and addressed envelopes.
- 26.02** The Employer will provide space on its Intranet for the posting of notices that comply with sub-clause 26.01.
- 26.03** The Employer will make available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 26.04** 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.
- 26.05** The Alliance shall provide the Employer a list of such Alliance representatives and shall advise promptly of any change made to the list.

Article 27 Information

27.01 The Employer agrees to supply the Alliance each month with the name, geographic location, organizational unit and classification of each employee.

27.02 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.

27.03 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 28 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*

28.01 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

28.02 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.

28.03 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

28.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, Conciliation Board, Fact-Finder appointed under s. 54.1, in an Alternate Dispute Resolution process pursuant to s. 61, or by a Designation Review Panel established pursuant to s. 78.1(8) of the *Public Service Staff Relations Act*.

28.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Conciliation Board, Fact-Finder appointed under s. 54.1, in an Alternate Dispute Resolution process pursuant to s. 61, or by a Designation Review Panel established pursuant to s. 78.1(8) of the *Public Service Staff Relations Act*, and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

Adjudication

28.06 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

28.07 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.

28.08 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

28.09 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

28.10 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

28.11 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.

28.12 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

28.13 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 29 Dispute Resolution - Grievance Procedure

Preamble

The employer and the Alliance share a desire to resolve disputes or disagreements wherever possible through co-operative processes characterized by prompt and open discussion and creative problem-solving. These processes include informal discussions between employees and their supervisors and between the Alliance and the Employer, formal Joint Consultation (see Article 30), and the grievance procedure (see below). Employees also have access to other processes which address special concerns or offer help to deal with difficult problems; for example, the staffing appeals procedure, and the Employee Assistance Program (EAP).

The Employer and the Alliance urge employees to attempt to resolve issues and concerns as early as possible and to use the remedy process most appropriate to their problem. The parties are committed to establishing an environment in the workplace where use of problem-solving processes is viewed as an essential element of due process and effective human resource management.

The Employer recognizes that employees have a right to present a grievance or to use the problem-

solving processes provided in this Agreement and shall not seek by intimidation or threat to cause an employee to abandon a grievance or to refrain from exercising their rights.

Employee-Supervisor Meeting

29.1 The parties encourage informal 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 29.08, it is agreed that the period required to conduct discussions shall not count as elapsed time for the purpose of grievance time limits.

Grievance Procedure

29.02 (a) Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels treated unjustly or aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in this Article, except where another administrative procedure for redress is provided by or under any Act of Parliament, such procedure must be followed in lieu of presenting a grievance.

(b) Where the grievance relates to the interpretation or application of this Agreement or an Arbitral Award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Alliance.

29.3 There shall be two (2) levels in the grievance procedure. These levels shall be as follows:

(a) First Level: Responsible Business Leader or, where agreed by the parties, the Chief Operating Officer;

(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. In the latter case, the reply shall also include an agreed statement of facts and issues.

(b) Final Level: Chief Operating Officer or, where the Chief Operating Officer has replied at the First Level, the Chairman of the National Energy Board.

A Final Level reply shall include a written statement of the reasons for the decision.

29.4 Where it appears that the nature of the grievance is such that a decision cannot be given below the Final Level, the First Level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance. Where the employer terminates an employee, the grievance shall be presented at the Final Level only.

Filing a Grievance

29.05 (a) An employee who wishes to present a grievance to the First Level of the grievance procedure shall transmit the grievance to the immediate supervisor who shall forthwith provide the employee with a receipt stating the date on which the grievance was received and submit the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level.

(b) A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

Representation

29.06 If an employee so desires, the employee may be assisted and/or represented by the Alliance when using the grievance procedure described in this Article.

29.07 When 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.

Time Limits

29.08 An employee may present a grievance in the manner prescribed in clause 29.05 not later than thirty (30) calendar days 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.

29.09 An employee may present a grievance at the Final Level of the grievance procedure within thirty (30) calendar days after the reply at the First Level has been conveyed in writing to the employee.

29.10 The Employer shall normally reply to an employee's grievance at either the First Level or the Final Level of the grievance procedure within thirty (30) calendar days of the submission or transmission of the grievance.

29.11 (a) Where the provisions of clause 29.05 cannot be complied with and 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 the Employer on the day it is delivered to National Energy Board headquarters.

- (b) 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 Final Level shall be calculated from the date on which the employer's reply was delivered to the address shown on the grievance form.

29.12 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.

Abandonment of a Grievance

29.13 Any employee who fails to present a grievance to the Final 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.

29.14 An employee may by written notice to the employee's immediate supervisor abandon a grievance at any level of the grievance procedure.

Non-Adjudicable Grievances

29.15 Where a grievance has been presented up to and including the Final Level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the Final Level in the grievance process is final and binding and no further action may be taken under the *Public Service Staff Relations Act*.

Adjudication

29.16 Where an employee has presented a grievance up 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.

29.17 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 30 Joint Consultation

30.01 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.

30.02 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.

30.03 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.

30.04 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.

30.05 The Joint Consultation Committee is prohibited from agreeing to items which would alter any provision of this Agreement.

30.06 Employees attending Consultation Committee meetings shall be protected against any loss of normal pay by reason of their attendance.

Article 31 Suspension and Discipline

Preamble

The purpose of discipline is to motivate employees to accept those standards of conduct and rules which are desirable or necessary in achieving the goals and objectives of the organization.

A disciplinary measure, in the form of a written reprimand, suspension without pay, financial penalty or

termination shall be imposed on an employee for just cause.

This Article does not restrict the Employer from attempting to resolve problems of a non-disciplinary nature through an informal problem-solving process in accordance with Article 29 - Dispute Resolution – Grievance Procedure.

- 31.01** (a) The Employer agrees that, prior to imposing discipline, the Employer will undertake an investigation, which includes meeting with the employee in order to provide the employee an opportunity to hear the issues or allegations. The Employer shall endeavour to obtain all other relevant information and shall interview other employees or any witness(es) as appropriate. The employee shall have the opportunity to respond to the evidence or allegations from the investigation.
- (b) The Employer shall advise the employee of the results of the investigation and should the Employer determine that disciplinary action is warranted, shall so inform the employee. In the case of a verbal reprimand, the employee shall be informed verbally. In the case of more severe discipline, the Employer shall provide the employee a written letter of discipline stating the grounds on which a disciplinary measure is imposed.
- (c) Employees have the right to representation during the investigation and disciplinary process.
- 31.02** The employer agrees not to introduce as evidence in a grievance or adjudication hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing a grievance or within a reasonable time thereafter.
- 31.03** Notice of 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 the period.

Article 32 Employee Performance Review and Employee Files

- 32.01** (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.

32.02 (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.

32.03 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 33 Statement of Duties

33.01 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 34 Health and Safety

34.01 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.

Note: The occupational safety and health provisions of Part II of the *Canadian Labour Code* apply to the National Energy Board and its employees.

Article 35 Technological Change

35.01 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.

35.02 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.

35.03 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.

35.04 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.

35.05 The written notice provided for in Clause 35.04 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.

35.06 As soon as reasonably practicable after notice is given under Clause 35.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in Clause 35.04 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.

35.07 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 36 Illegal Strikes

36.01 *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 37 Employees on Premises of Other Employers

37.01 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 38 Restriction on Outside Employment

38.01 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.

38.02 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 39 Part-time Employees

General

39.01 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.

39.02 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.

39.03 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

39.04 Subject to Clause 39.03, 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

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

Designated Holidays

39.06 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.

39.07 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 13.01, the employee shall be paid at time and one-half (1 ½) 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.

39.08 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 13.01 of this Agreement, shall be paid for the time actually worked in accordance with Clause 39.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Overtime

39.09 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.

39.10 Subject to Clause 39.09 a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

Call-Back

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

Bereavement Leave

39.12 Notwithstanding Clause 39.02, there shall be no prorating of a “day” in Clause 19.02 - Bereavement Leave With Pay.

Vacation Leave

39.13 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 one and eleven-twelfths ($1 \frac{11}{12}$) days a month, five-twelfths of the hours in the employee’s work week per month
- and
- (d) when the entitlement is two and one-half ($2 \frac{1}{2}$) days a month, one-half of the hours in the employee’s work week per month.

Sick Leave

39.14 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

39.15 (a) For the purposes of administration of Clauses 39.13 and 39.14, 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

39.16 Notwithstanding the provisions of Article 21 - 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 40 Publications and Authorship

40.01 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.

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

Article 41 Employment References

41.01 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.

41.02 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 42 Job Security

42.01 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 43 Notice of Transfer

43.01 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 44 Other

44.01 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.

44.02 (a) The NEB Work Force Adjustment Policy will form part of this Agreement until it is replaced pursuant to Clause 44.02 (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.

44.03 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 45 Pay Administration

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

45.02 Each employee is entitled to be paid for services rendered at the pay specified in Appendix "1" for the employee's substantive position.

45.03 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.

45.04 (a) The rates of pay set forth in Appendix “1” shall become effective on the date specified in this Agreement.

(b) Where the rates of pay set forth in Appendix “1” have an effective date prior to the date of signing of this Agreement, the following shall apply:

(i) “retroactive period” for the purpose of sub-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 23 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 sub-clause (b)(iii), the Employer shall send such retroactive payments by registered mail to such individuals. If the payment is returned, the Employer will hold such payment for a period of one year after which the Employer’s obligation for payment ceases;

(v) no payment or no notification shall be made pursuant to sub-clause 45.04(b) for one dollar or less.

45.05 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.

45.06 (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.

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

- (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 45.07(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.

45.08 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.

45.09 (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 46 Duration

46.01 The duration of this Agreement shall be from April 1, 2001 to March 31, 2003.

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

Article 47 Agreement Reopener

47.01 This Agreement may be amended by mutual consent.

Signed at Calgary, this _____ day of the month of _____ 2001.

The National Energy Board

Gaétan Caron

Valerie Katarey

Earl Schultz

Joyce Morrison

Byron Goodall

The Public Service Alliance of Canada

Robyn Benson

Guy C. Hamel

Brian Kane

Ron Broadhead

Brent Storey

Dave Jackson

Appendix 1

Rates of Pay

A - Pay Structure as of March 31, 2001

B - Effective April 1, 2001 Increase in Rates of Pay

C - Effective April 1, 2002 Increase in Rates of Pay

NEB-01 From:	\$ A	21,232	22,083	22,965	23,884	24,840	25,834
To:	B	21,869	22,745	23,654	24,601	25,585	26,609
	C	22,470	23,370	24,304	25,278	26,289	27,341
NEB-02 From:	\$ A	23,930	24,887	25,884	26,918	27,995	29,115
To:	B	24,648	25,634	26,661	27,726	28,835	29,988
	C	25,326	26,339	27,394	28,488	29,628	30,813
NEB-03 From:	\$ A	26,982	28,060	29,183	30,350	31,565	32,828
To:	B	27,791	28,902	30,058	31,261	32,512	33,813
	C	28,555	29,697	30,885	32,121	33,406	34,743
NEB-04 From:	\$ A	30,422	31,638	32,904	34,221	35,589	37,013
To:	B	31,335	32,587	33,891	35,248	36,657	38,123
	C	32,197	33,483	34,823	36,217	37,665	39,171
NEB-05 From:	\$ A	34,300	35,672	37,099	38,584	40,126	41,731
To:	B	35,329	36,742	38,212	39,742	41,330	42,983
	C	36,301	37,752	39,263	40,835	42,467	44,165
NEB-06 From:	\$ A	38,674	40,221	41,829	43,503	45,244	47,054
To:	B	39,834	41,428	43,084	44,808	46,601	48,466
	C	40,929	42,567	44,269	46,040	47,883	49,799

NEB-07 From:	\$ A	43,393	45,129	46,933	49,050	50,763	52,794
To:	B	44,695	46,483	48,341	50,522	52,286	54,378
	C	45,924	47,761	49,670	51,911	53,724	55,873
NEB-08 From:	\$ A	48,925	50,882	52,917	55,033	57,235	59,525
To:	B	50,393	52,408	54,505	56,684	58,952	61,311
	C	51,779	53,849	56,004	58,243	60,573	62,997
NEB-09 From:	\$ A	55,163	57,369	59,663	62,051	64,532	67,113
To:	B	56,818	59,090	61,453	63,913	66,468	69,126
	C	58,380	60,715	63,143	65,671	68,296	71,027
NEB-10 From:	\$ A	62,501	64,683	67,271	69,963	72,760	75,670
To:	B	64,376	66,623	69,289	72,062	74,943	77,940
	C	66,146	68,455	71,194	74,044	77,004	80,083
NEB-11 From:	\$ A	68,104	70,830	73,661	76,608	79,673	82,860
To:	B	70,147	72,955	75,871	78,906	82,063	85,346
	C	72,076	74,961	77,957	81,076	84,320	87,693
NEB-12 From:	\$ A	74,573	77,557	80,659	83,886	87,241	90,730
To:	B	76,810	79,884	83,079	86,403	89,858	93,452
	C	78,922	82,081	85,364	88,779	92,329	96,022

PAY NOTES

Effective April 1, 2001 Increase in Rates of Pay

- Effective April 1, 2001 employees will have their annual base salary increased by 3.0%. Employees will be paid at the rates of pay shown in line B above.

Effective April 1, 2002 Increase in Rates of Pay

- Effective April 1, 2002 employees will have their annual base salary increased by 2.75%. Employees will be paid at the rates of pay shown in line C above.

Appendix 2

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

Pre-Retirement Transition Leave and Leave With Income Averaging

During the 2001 round of collective bargaining, PSAC submitted a proposal for inclusion of Leave With Income Averaging and Pre-Retirement Transition Leave in the collective agreement.

It has been mutually agreed that the NEB undertakes to consult with the PSAC union during the closed period with the intent to develop a policy on each of these types of leave within one year of the signing of this collective agreement.

Please indicate your concurrence with this process by signing in the space provided for that purpose.

Signed at Calgary, this 19th day of February, 2002.

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 3, 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 45) by:

- (a) using the grievance procedure provided in Article 29 - 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 20th day of July, 2000.

Tom Clairmont
On behalf of the Public Service Alliance of Canada

Earl Schultz
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 20th day of the month of July 2000.

Tom Clairmont
On behalf of the Public Service Alliance of Canada

Earl Schultz
On behalf of the National Energy Board

Appendix 5

Tom Clairmont
Negotiator,
Public Service Alliance of Canada,
Calgary, Alberta.

Religious Observances

During the current round of collective bargaining, the parties discussed the matter of religious observances by employees of all faiths. The specific issue raised by the Union concerned the opportunity for employees to have sufficient time off work to observe religious holidays in order to fulfill the obligations of their particular religious faith.

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

The National Energy Board is mindful of the personal and spiritual importance of religious observance and hereby agrees that every reasonable effort shall be made to accommodate an employee who requests time off to fulfill his or her religious obligations. In this respect, all personnel having responsibilities in the administration of banked time and other forms of leave will be fully apprised of the contents of this letter.

Earl Schultz, Negotiator

2000 July 20
Date

Tom Clairmont, Negotiator

July 18, 2000
Date

