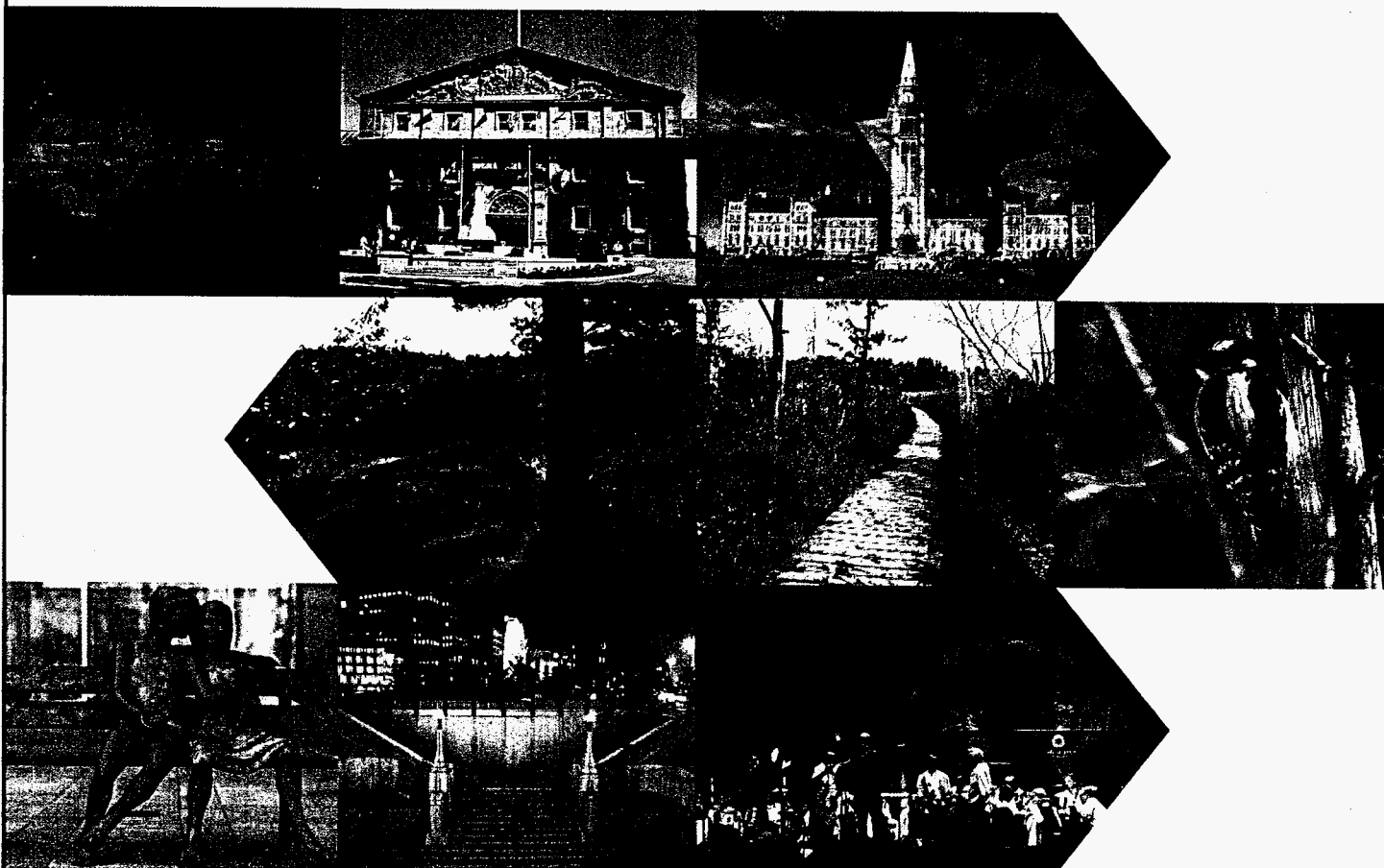


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# Collective Agreement BETWEEN THE National Capital Commission AND THE Public Service Alliance of Canada



*Expiry Date: December 31, 2011*

Public Service Alliance of Canada



Alliance de la Fonction publique du Canada

12834 (03)

## NCC Collective Agreement Cover

The design incorporates three arrows; two arrows pointing forward and one arrow pointing back to express the ideas of moving forward and making progress, but at the same time always looking back in order to learn from our:

- History/heritage; and
- Conservation/ecology.

Also, so that we can improve as we move forward into the future.

Photo Selection, a spectrum of representation of “all things NCC”:

1. Ice Sculpture - Winterlude, Festivals
2. Rideau Hall - Official Residences
3. Parliament Hill, Confederation Boulevard - Heritage
4. Pink Lake, Gatineau Park - Ecosystems/Conservation
5. Mer Bleue, Greenbelt - Ecosystems/Conservation
6. Woodpecker - Nature/Parks/Trails/Interpretation
7. Sculpture - Arts/Commemoration/Monuments/Interpretation
8. Confederation Square Stairs:
  - Infrastructure/Rejuvenation
  - Monument - War Memorial
  - Headquarters
9. Orchestras in the Park - New venues and events (LeBreton Flats)/Arts/Culture

Cover design and interpretation by Janet Hrnchiar, Creative Services, NCC.

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\*Denotes changes from previous collective agreement

## **ARTICLE 1**

### **PURPOSE AND SCOPE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationship 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 Capital Commission 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 Capital Commission in which members of the bargaining unit are employed.

## **ARTICLE 2**

### **APPLICATION**

- 2.01 The provisions of this Agreement apply to the Alliance, employees and the Employer.
- 2.02 Both the English and French texts of this Agreement shall be official.

## **ARTICLE 3**

### **INTERPRETATION AND DEFINITIONS**

- "3.01 For the purpose of this Agreement:
- (a) "Commission" means the National Capital Commission;
  - (b) "Employer" means Her Majesty in right of Canada as represented by the National Capital Commission and includes any person authorized to exercise the authority of the Commission;
  - \* (c) "Public Service" means those organizations **as** listed in Schedule I, IV and V of the Financial Administration Act (FAA) or in the Public Service Superannuation Act;
  - (d) "continuous employment" and "continuous service" mean:
    - (i) uninterrupted employment with the National Capital Commission, including uninterrupted employment with the Public Service;

- (ii) a Commission employee re-appointed within one (1) year of a layoff, shall retain his or her continuous employment;
- (iii) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his or her periods of employment shall be considered as continuous for the purposes of sick leave, severance pay, and vacation leave. Notwithstanding this clause, term employees shall not accrue continuous employment for the purpose of severance pay entitlement under this Agreement;
- (e) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's instrument of appointment on the day immediately prior to the day on which leave is taken;
- (f) "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;
- \*(g) "employee" means a person so defined in the Public Service Labour Relations Act, and who is a member of the bargaining unit specified in Article 22 Recognition;
- (h) "Alliance" means the Public Service Alliance of Canada;
- (i) "bargaining unit" means the employees of the Employer described in Article 22 Recognition;
- (j) "holiday" means:
  - (i) the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement;
  - (ii) however, for the purpose of administration of a shift that does not commence **and** end on the same day, such shift shall be deemed to have been entirely worked:
    - (A) on the day it commenced where half (1/2) or more of the hours worked fall on that day;
    - or
    - (B) on the day it terminates where more than half (1/2) of the hours worked fall on that day;

- (k) "lay-off" means the termination of an employee's employment where an employee's services are no longer required due to lack of work or because of the discontinuance of a function;
- (l) "leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (m) "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;
- (n) "rate of pay" means:
  - (i) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
  - (ii) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by the normal number of hours in the employee's work week;
  - (iii) "weekly rate of pay" means a full-time employee's annual rate of pay divided by 52.176;
  - (iv) "annual rate of pay" means an employee's weekly rate of pay multiplied by fifty-two point one seventy-six (52.176);
- (o) "spouse" will, when required be interpreted to include "common-law spouse";
- (p) "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 or her spouse and continues to live with the person as if that person were his or her spouse;
- (q) "straight-time rate" means the employee's hourly rate of pay;
- (r) "overtime" means in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;

(s) "time and one-half" means one and one-half (1 1/2) times the employee's hourly rate of pay;

(t) "double time" means two (2) times the employee's hourly rate of pay.

(u) "local" means Local 70080 of the Public Service Alliance of Canada;

(v) "day" means a twenty-four (24) hour period commencing at 00:00 hour;

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

(a) if defined in the Public Service Labour Relations Act, have the same meaning as given to them in the Public Service Labour Relations Act.

and

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

#### ARTICLE 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

#### PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

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



## **ARTICLE 6**

### **MANAGERIAL RIGHTS**

- 6.01 Except to the extent provided herein, this collective agreement in no way restricts the authority of those charged with managerial responsibilities in the National Capital Commission.
- 6.02 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this collective agreement are recognized by the Alliance as being retained by the Employer. The Employer agrees to exercise its rights in a fair manner.

## **ARTICLE 7**

### **RIGHTS OF EMPLOYEES**

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

## **ARTICLE 8**

### **PUBLICATIONS AND AUTHORSHIP**

- 8.01 For the purpose of this article publication shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products, and computer software.
- 8.02 Authorship of National Capital Commission publications is not normally attributed to individual employees. However, it is recognized that an employee may, within the scope of his or her employment, prepare original material as defined in clause 8.01 for publication. Permission for such publication shall be at the discretion of the Employer.
- 8.03 When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons if requested by the employee(s).

**ARTICLE 9**  
**HOURS OF WORK**

9.01        General

- (a) The week shall consist of seven (7) consecutive days beginning at 00:00 hour Monday morning and ending at 24:00 hours Sunday.
- (b) The day is a twenty-four (24) hour period commencing at 00:00 hour.
- (c) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.

9.02        Day Work

For an employee who works five (5) consecutive days per week on a regular basis, the normal workweek shall be from Monday to Friday inclusive, thirty-seven and one-half (37 1/2) hours, and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, between the hours of 6:00 a.m. and 6:00 p.m.

9.03        Shift Work

- (a) Notwithstanding clause 9.02 above, where operational requirements dictate the necessity for a continuous operation, the Employer may schedule the hours of work so that an employee:
  - (i) works an average of thirty-seven and one-half (37 1/2) hours per workweek;
  - (ii) works an average of seven and one-half (7 1/2) hours per day exclusive of a meal period;

and

  - (iii) normally obtains two (2) days of rest per week, or eight (8) days during a cycle of 28 days.
- (b) It is understood that consultation will be held with the Local when a shift schedule is changed and affects the majority of employees governed by the schedule.
- (c) Where shifts are to be changed so that they are different from those governed by the schedule, the Employer, except in cases of emergency, will consult in advance with the Local.

9.04        The Employer will endeavour:



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

and

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

9.05 Where an employee's schedule does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

(a) on the day it commenced, where half or more of the hours worked fall on that day,

or

(b) on the day it terminates, where more than half of the hours worked fall on that day.

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

9.06 Employees shall be notified of shift work schedules two (2) weeks in advance.

An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half. Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the Overtime Article.

9.07 Exchange of Shifts

Provided sufficient advance notice is given and the concurrence of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

9.08 Flexible Hours

Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one half (7 1/2).

9.09 Winter and Summer Hours

The weekly and daily hours of work may be varied by the mutual agreement of the Employer and the employee to allow for summer and winter hours provided the annual total is not changed.

9.10 Compressed Work Week

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 of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. 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 work day for him or her.

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.

9.11 Attendance Registers

Employees may be required to register the attendance in a form or in forms to be determined by the Employer.

9.12 The staffing, preparation and administration of schedules of hours of work are the responsibility of the Employer.

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

## ARTICLE 10

### OVERTIME

10.01 General

- (a) Subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

- (c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- (d) Payments provided under the Overtime, Designated Paid Holidays, Call-Back 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.

Overtime Compensation

\*10.02 **An** employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee, when the overtime work is authorized in advance by the Employer.

10.03 Subject to clause 10.02 when an employee is required by the Employer to work overtime he or she shall be compensated at the following rates:

- (a) time and one-half (1 1/2) except as provided for in clause 10.03 (b);
- (b) double time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven and one half (7 1/2) hours' work on the employee's first day of rest, and for all hours worked on the second or subsequent day of rest. 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.

\*10.04 (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.

(b) Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate. Any compensatory leave earned but outstanding at the end of the previous fiscal year shall be paid on September 30th at the employee's rate of pay as calculated from the classification prescribed in his or her instrument of appointment of his or her substantive position on March 31<sup>st</sup>, of the previous fiscal year.

\* (c) At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year. Compensatory leave earned but unused for the previous fiscal year shall be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the instrument of appointment of his or her substantive position on March 31<sup>st</sup> of the previous fiscal year. Compensatory leave earned but unused for the current fiscal year shall be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the instrument of appointment of his or her substantive position at the time of the request.

- (d) The Employer reserves the right to direct an employee to take accumulated compensatory leave but in so doing shall endeavour to grant such leave at such times as the employee may request.

10.05 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks.

10.06 Overtime Meal Allowance

- (a) **An** employee who works three (3) or more hours of overtime immediately before or immediately following his or her regularly scheduled hours of work, and has not been notified of the requirement prior to the end of the employee's last regularly scheduled work period shall be reimbursed for one meal in the amount of ten dollars and twenty-five cents (\$10.25), 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 his or her place of work.
- (b) When **an** employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, and has not been notified of the requirement prior to the end of the employee's last regularly scheduled work period, he or she shall be reimbursed for one additional meal in the amount of ten dollars and twenty-five cents (\$10.25) for each four (4) hour period of overtime worked thereafter, except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.
- (c) Subclauses 10.06 (a) and (b) shall not apply to an employee who is on travel status which entitles the employee to claim expenses for lodging and/or meals.

## ARTICLE 11

### SHIFT PREMIUMS

11.01 This article does not apply to employees on day work covered by clause 9.02.

11.02 Shift Premium

An employee working on shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m. The shift premium shall not be paid in respect to the call-back provisions (Article 12) of this agreement.

11.03

Weekend Premium

- (a) Employees shall receive an additional premium of two dollars (\$2.00) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below;
- (b) weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

**ARTICLE 12**

**CALL-BACK PAY**

12.01

If an employee is called back to work:

- (a) on the employee's day of rest, or on a designated paid holiday which is not the employee's scheduled day of work, or
- (b) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:
  - (i) a minimum of four (4) hours' pay at the straight-time rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8)-hour period,

or

- (ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- (c) the minimum payment referred to in 12.01(b)(i) above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 46 (Part-time Employees).

12.02

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

- (a) a mileage allowance at the rate normally paid by the Employer where the employee travels by means of his or her own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

- 12.03 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 by the employee reporting to work or returning to his or her residence shall not constitute time worked.
- 12.04 Where an employee completes a call-back requirement without a physical displacement back to the workplace, the minimum of four (4) hours' pay provided in sub-clause 12.01 (b) (i) shall be replaced by a minimum of one (1) hour's pay at the straight time rate, which shall apply only once in respect to each one (1) hour period. The one (1) hour period shall commence at the onset of the first call and terminate sixty (60) minutes later. Subsequent periods will be similarly defined.

### ARTICLE 13

#### STANDBY PAY

- 13.01 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 seventeen dollars (\$17.00) (increase to eighteen dollars (\$18.00) January 1, 2006) for each eight (8) consecutive hours or portion thereof that he or she is on standby.
- 13.02 **An** employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called.
- 13.03 In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- 13.04 No standby payment shall be granted if an employee is unable to report for duty when required.
- 13.05 **An** employee on standby who is required to work shall be compensated in accordance with Article 12 (Call-Back).

### ARTICLE 14

#### WASH-UP TIME

Employees in professional, administrative or clerical positions are excluded from this article.

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



## ARTICLE 15

### TRAVELLING TIME

- 15.01 For the purposes of this Agreement, travelling time is compensated only in the circumstances and to the extent provided in this Article.
- 15.02 When an employee is required to travel outside the National Capital Region on Commission business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 15.03 and 15.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.
- 15.03 For the purposes of clauses 15.02 and 15.04, the travelling time for which an employee shall be compensated is as follows:
- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the 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, directly to the employee's destination and, upon the employee's return, directly 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.
- 15.04 If an employee is required to travel as set forth in clauses 15.02 and 15.03:
- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
  - (b) On a normal working day on which the employee travels and works, the employee shall be paid:
    - (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,
- and
- (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate of pay.

- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the straight-time rate of pay.
- (d) Upon application by the employee and with the approval of the Employer, compensation earned under this Article may be taken in the form of compensatory leave in accordance with the provisions of clause 10.04 (b) (compensatory leave in the Overtime Article).

15.05 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

### DESIGNATED PAID HOLIDAYS

16.01 Subject to clause 16.02, the following days shall be designated paid holidays for employees at the National Capital Commission:

- (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.

16.02 **An** employee absent without pay on his or her full working day, immediately preceding and his or her 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 30 (Leave With or Without Pay for Alliance Business).

- 16.03
- (a) When a day, designated as a holiday under clause 16.01, coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day 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.
  - (b) When two (2) days designated as holidays under clause 16.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

16.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 16.03 :

- (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.

16.05 When an employee works on a holiday, he or she shall be paid

- (a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work, and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,
- or
- (b) upon request, and with the approval of the Employer, the employee may be granted:
    - (i) seven decimal five (7.5) hours of leave with pay (straight -time rate of pay) at a later date in lieu of the holiday (hereinafter referred to Compensatory Leave),
- and
- (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this Collective Agreement,

and

(iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work as specified by this Collective Agreement.

(c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with Article 10, he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked;

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

(ii) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

16.06 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 equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period;

or

(b) compensation in accordance with the provisions of clause 16.05.

16.07 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 by the employee reporting to work or returning to his or her residence shall not constitute time worked.

16.08 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.

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

16.10 A designated paid holiday shall account for seven and one-half (7 ½) hours only.

## ARTICLE 17

### LEAVE GENERAL

- 17.01 Employees will be provided with on-line access to view the balance of his or her vacation and sick leave credits.
- 17.02 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.
- 17.03 **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.
- 17.04 **An** employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.
- 17.05 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed to the employee an amount equivalent to unearned vacation and sick leave taken by the employee as calculated from the rate of pay of the employee's substantive position on the date of the termination of the employee's employment.
- 17.06 When the employment of **an** employee who has been granted more vacation or sick leave with pay than he or she has earned is terminated by death or lay-off, the employee is considered to have earned the amount of leave with pay granted to him or her.
- 17.07 Except as otherwise specified in this Agreement:
- (a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave;
  - (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
- 17.08 Leave credits will be earned on a basis of a day being equal to seven and one-half (7 ½ ) hours.

## ARTICLE 18'

### VACATION LEAVE WITH PAY

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

18.02

Accumulation of Vacation Leave Credits

An employee shall earn vacation leave credits at the following rate for each calendar month during which he or she receives pay for at least seventy-five (75) hours:

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;
- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) thirteen decimal one two five (13.125) hours commencing with the month in which the employee's fifteenth (15<sup>th</sup>) anniversary of service occurs;
- (d) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;
- (e) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (f) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (g) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
- (h) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs.

\*18.03

For the purpose of clause 18.02 only, all service within the Public Service whether continuous or discontinuous shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off. For the purpose of this clause, accumulation of vacation leave credits will become effective on the date notification is received by the Employer from the employee provided that:

- (a) the period of prior continuous or discontinuous service can be validated to the Employer's satisfaction;
- (b) in a case where the service cannot be validated by the Employer, it is the responsibility of the employee to obtain, from his or her previous employers, acceptable proof of service.

18.04 Entitlement to Vacation Leave With Pay

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

18.05 Scheduling of Vacation Leave

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall endeavour:
  - (i) to schedule an employee's leave in the vacation year in which it is earned;
  - (ii) to schedule the employee's vacation leave with pay for at least two (2) consecutive weeks during the period requested, provided written notice of the period requested is given by the employee as soon as possible after April 1 to allow for operational planning but at the latest by May 15;
  - (iii) not to recall an employee to duty after he or she has proceeded on vacation leave.
- (c) Upon request from the employee, the Employer may schedule vacation leave with pay on shorter notice.
- (d) The Employer shall give the employee as much notice as is practicable when approving or denying vacation leave.

18.06 Displacement of Vacation Leave

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

- (a) is granted bereavement leave,

or

- (b) is granted Leave With Pay for Family-Related Responsibilities in accordance with clause 20.20(b)(ii),

or

- (c) is granted sick leave on production of a medical certificate,

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

\*18.07

Carry Over and Liquidation

- \* (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid in cash at his or her rate of pay as calculated from the classification prescribed in his or her instrument of appointment of his or her substantive position on March 31<sup>st</sup> of the vacation year.
- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in his or her instrument of appointment of his or her substantive position on March 31<sup>st</sup>, of the previous vacation year.

18.08

Recall From Vacation Leave

Where, during any period of vacation leave, an employee is recalled to duty, he or she shall be reimbursed for reasonable expenses, as normally defined by the Employer,

(a) in proceeding to his or her place of duty,

and

(b) in returning to the place from which he or she was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled,

after submitting such accounts as are normally required by the Employer.

18.09

The employee shall not be considered as being on vacation leave during any period in respect of which he or she is entitled under clause 18.08 to be reimbursed for reasonable expenses incurred by him or her.

18.10

Cancellation of Vacation Leave

When the Employer cancels or alters 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, when available, to the Employer.



18.11 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, he or she or his or her estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to his or her credit by the hourly rate of pay as calculated from the classification prescribed in his or her instrument of appointment of his or her substantive position on the date of the termination of his or her employment.

18.12 Vacation Leave Credits for Severance Pay

Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable him or her, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

18.13 Recovery on Termination

In the event of the termination of 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 daily rate of pay to which the employee is entitled by virtue of the instrument of appointment in effect at the time of the termination of the employee's employment.

\*18.14 One-time Vacation Leave

(a) This provision shall not apply to an employee who, through previous employment within the Public Service, has already been credited this one-time entitlement.

(b) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1<sup>st</sup>) day of the month following the employee's second (2<sup>nd</sup>) anniversary of service, as defined in clause 18.03.

(c) Transitional Provisions

Effective on date of signing, employees with more than two (2) years of service, as defined in clause 18.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

(d) The vacation leave credits provided in clauses 18.14(b) and (c) above shall be excluded from the application of paragraph 18.07 dealing with the Carry-over and/or Liquidation of Vacation Leave.

## ARTICLE 19

### SICK LEAVE WITH PAY

#### Credits

- 19.01 **An** employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.

#### Granting of Sick Leave

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

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

and

(b) he or she has the necessary sick leave credits.

- 19.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury, he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 19.02 (a), if the total number of hours of sick leave with pay granted in a fiscal year does not exceed seventy-five (75) hours solely on the basis of statements signed by the employee.

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

(a) for a period of up to one hundred and eighty-seven decimal five (187.5) hours if a decision on an application for injury-on-duty leave is being awaited,

or

(b) for a period of up to one hundred and twelve decimal five (112.5) hours in all other cases,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

- 19.06 Where, in respect of any period of compensatory leave, ~~an~~ employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 19.07 Sick leave credits earned but unused by an employee during a previous period of employment with the National Capital Commission as defined in clause 3.01 (d) shall be restored to an employee whose employment was terminated by reason of layoff and who is re-appointed in the National Capital Commission within one (1) year from the date of layoff.
- 19.08 The Employer agrees that an employee recommended for release from employment for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.
- 19.09 The Employer may for good reason advance sick leave to an employee when a previous advance has not been fully reimbursed.

## ARTICLE 20

### OTHER LEAVE WITH OR WITHOUT PAY

20.01 General

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

\*20.02 Bereavement Leave With Pay

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, grandchild, grandparent, 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 up to four **(4)** working days which must be taken within a six **(6)** month period following the date of the death. 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 one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle.

- (c) If, during a period of compensatory leave or vacation leave or sick leave, an employee is bereaved in circumstances under which he or she 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 his or her compensatory leave or vacation leave or sick 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 are based on individual circumstances. On request, the CEO or his or her authorized representative, may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 20.02 (a) and (b).

\*20.03

Maternity Leave Without Pay

- \*(a) **An** employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- \*(b) Notwithstanding paragraph (a):
  - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
  - or
  - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) **An** employee who has not commenced maternity leave without pay may elect to:
  - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - (ii) use her sick leave credits up to and beyond the date that her pregnancy

terminates, subject to the provisions set out in Article 19, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 19, Sick Leave With Pay, shall include medical disability related to pregnancy.

- (f) **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 unless there is a valid reason why the notice cannot be given.
- (g) 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.

\*20.04

Maternity Allowance

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

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- \* (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits *under* Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:

- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
- (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
- (C) should she fail to return to work in accordance with section (A) or should she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for

an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired by the Commission within a period of thirty (30) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

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

\*(c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

(ii) for each week that the employee receives a maternity benefit under Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between the gross weekly amount of the maternity benefit and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in maternity benefits to which she would have been eligible if no extra monies had been earned during this period.

\*(d) At the employee's request, the payment referred to in subparagraph 20.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or the Québec Parental Insurance Plan, maternity benefits.

\*(e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*, or the *Parental Insurance Act* in Québec.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where **an** employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**\*20.05**

Special Maternity Allowance for Totally Disabled Employees

(a) An employee who:

\* (i) fails to satisfy the eligibility requirement specified in subparagraph 20.04 (a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or the Québec Parental Insurance Plan, maternity benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 20.04(a), other than those specified in sections (A) and (B) of subparagraph 20.04(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (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 via the *Government Employees Compensation Act*.

\*(b) **An** employee shall be paid **an** allowance under this clause and under clause 20.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or the Québec Parental Insurance Plan, maternity benefits for the reasons described in subparagraph (a)(i).

20.06 Transitional Provisions

If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

Maternity-Related Reassignment or Leave

20.07 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to modi@ her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

20.08 An employee's request under clause 20.07 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the **risk**. Dependent upon the particular circumstances of the request, the Employer may obtain **an** independent medical opinion.

20.09 An employee who has made a request under clause 20.07 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her,

or

(b) informs her in writing that it is not reasonably practicable to modi@ her job functions or reassign her.

20.10 Where reasonably practicable, the Employer shall modi@ the employee's job functions or reassign her.

20.11 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as



indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

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

\*20.13 Parental Leave Without Pay

(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee 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) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for 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 comes into the employee's care.

(c) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or **part** of the period 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 one hundred and four (104) weeks after the day on which the child comes into the employee's care (child's birth/custody).

(d) **An** employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.

(e) The Employer may:

- (i) defer the commencement of parental leave without pay at the request of the employee;
  - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

\*20.14

Parental Allowance

\*(a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (k), providing he or she:

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

\*(ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

(iii) has signed an agreement with the Employer stating that:

(A) the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance in addition to the period of time referred to in section 20.04 (a) (iii) (B), if applicable;

(C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (remaining period to be worked following his/her return to work)  
total period to be worked as specified in (B)

however, an employee whose specified period of employment expired and who is rehired by the Commission within a period of thirty (30) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) (B), without activating the recovery provisions described in section (a) (iii) (C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving *Employment Insurance* parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - \* (ii) for each week in respect of which the employee receives parental, adoption or paternity benefits under Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between the gross weekly amount of the parental, adoption or paternity benefits and ninety-three percent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in the parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period.
  - \* (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, at ninety-three percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
  - \* (d) At the employee's request, the payment referred to in subparagraph 20.14 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or QPIP parental benefits.
  - \* (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- \* (k) The maximum combined maternity and parental allowances payable to a couple employed at the Commission shall not exceed fifty-two (52) weeks, for each combined maternity and parental leave without pay.

\*20.15

Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

- \* (i) fails to satisfy the eligibility requirement specified in subparagraph 20.14(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or the Québec Parental Insurance Plan, parental benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 20.14(a), other than those specified in sections (A) and (B) of subparagraph 20.14(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- \* (b) An employee shall be paid an allowance under this clause and under clause 20.14 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or the Québec Parental Insurance Plan, parental benefits for the reasons described in subparagraph (a)(i).

20.16

#### Transitional Provisions

If, on the date of signature of this Agreement, any employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

"20.17

#### Leave Without Pay for the Care of Immediate Family

- (a) Both parties recognize the importance of access to leave for the purpose of care for the immediate family.
- (b) For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of the spouse or common-law partner), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) Subject to clause 20.17(b), an employee shall be granted leave without pay for the care of family in accordance with the following conditions:
  - (i) an employee shall notify the 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 urgent or unforeseeable circumstances, 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 five **(5)** years during an employee's total period of employment in the Commission;

(iv) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

(v) Compassionate Care Leave

(A) Notwithstanding paragraphs 20.17(b), 20.17 (c) (ii) and 20.17 (c) (iv) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

(B) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 20.17 (c) (iii) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.

(C) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

(D) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (A) and (B) above cease to apply.

(d) **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.

(e) All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of the previous collective agreements between the parties will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Commission.

(f) Transitional provision

This transitional provision is applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement:

**An** employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of a previous agreement continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

Leave Without Pay for Personal Needs

Leave without pay may 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 may 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 may 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 with the National Capital Commission. Leave without pay granted under this clause may not be used in combination with maternity or parental 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 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 vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes;
- (f) For purposes of (a) and (b) of this clause personal needs shall not include working for another employer on an indeterminate basis except for instances of volunteer work.

Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
  - (i) for a medical or dental appointment when a family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;

- (ii) to provide for the immediate and temporary care of a sick member and/or for the care of an elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness or care is of a longer duration;
  - (iii) fifteen (15) hours' leave with pay for needs directly related to the birth or to the adoption of the employee's child.
- (c) The total leave with pay which may be granted under subclauses (b)(i), (ii) and (iii) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- (d) If, during a period of compensatory leave or vacation leave, an employee is eligible for leave with pay for family-related responsibilities in accordance with clause 20.19 (b)(ii), the period of compensatory leave or vacation leave so displaced shall either be added to the compensatory or vacation period, if requested by the employee, and approved by the Employer, or reinstated for use at a later date.

## 20.20 Court Leave

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.



20.21

Injury-on-duty Leave

**An** employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workplace Safety & Insurance Board (WSIB) 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 his or her 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 Commission any amount received by him or her 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.

“20.22

Personnel Selection Leave

Subject to operational requirements, when an employee participates in a personnel selection process for a position in the Commission or in the Public Service in the National Capital Region, as defined in the Public Service Labour 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.

20.23

Religious Observance

(a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

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

(c) Notwithstanding clause 20.23 (b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

- (d) An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

20.24 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least one (1) working day, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours' of leave with pay for reasons of a personal nature.

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

20.25 Volunteer Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least one (1) working day, the employee shall be granted, in each fiscal year, seven decimal five (7.5) hours' of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times **as** the employee may request.

20.26 Leave for Other Reasons

**At** its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

## ARTICLE 21

### EDUCATION LEAVE WITHOUT PAY & CAREER DEVELOPMENT LEAVE

#### Education Leave Without Pay

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

21.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

21.03 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 he or she has undertaken to serve after completion of the course;

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

#### Career Development Leave With Pay

21.04 (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her 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;

(iv) a work experience in a co-operating department or agency for a short period of time in order to enhance the relevant subject knowledge or the technical expertise of the employee.

(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 subclause 21.04 (a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions 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.
- (d) **An** employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or the conference the employee is requested to attend.
- (e) **An** employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of registration fees and reasonable travel expenses.

#### Examination Leave With Pay

- 21.05 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 his or her qualifications.

#### Selection Criteria

- 21.06 Should the Employer establish selection criteria for the granting of leave under Article 21, a copy of these criteria will be provided to an employee who so requests and to the Alliance representative.

### **ARTICLE 22**

#### **RECOGNITION**

- 22.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on January 26, 1995. (Board's Reference No. 142-29-312).

## ARTICLE 23

### EMPLOYEE REPRESENTATIVES

- 23.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 23.02 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.
- 23.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 23.02 and the Alliance will also notify the Employer of any changes.
- 23.04 (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her 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 his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

## ARTICLE 24

### USE OF EMPLOYER FACILITIES

- 24.01 Reasonable space on bulletin boards in convenient locations 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.
- 24.02 The employer will also continue its present practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 24.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, to assist in the resolution of a complaint or grievance and to

attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer.

24.04 The Alliance shall provide the Employer a list of such Alliance representatives and shall advise promptly of any change made to the list.

24.05 Electronic mail information exchanges and messages between the Alliance and employees by internal NCC Electronic Network Systems, shall require the prior approval of the Employer.

## **ARTICLE 25**

### **INFORMATION**

25.01 The employer agrees to supply the local, each quarter, with the name, work location and classification of each employee as well as a list of new employees hired within the last quarter.

25.02 (a) The Employer agrees to provide each employee with a bilingual electronic or hard copy version of the Collective Agreement and will endeavour to do so within ten (10) weeks after the date of signing.

(b) The Employer agrees to provide the Alliance with a bilingual electronic version and five (5) hard copies of the collective agreement and will endeavour to do so within ten (10) weeks after the date of signing.

25.03 The Employer will inform all new employees hired that joining the Alliance is a condition of employment.

25.04 Upon the request of an employee, the Employer agrees to make available at a mutually satisfactory time the approved NCC Corporate Administrative Policies and Procedures which have a direct bearing on the Terms and Conditions of Employment of the requesting employee.

## **ARTICLE 26**

### **CHECK-OFF**

26.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly 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.

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

- 26.03 For the purpose of applying clause 26.01, 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.
- 26.04 **An** employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she 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.
- \*26.05 No employee organization, as defined in Section 2 of the Public Service Labour 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.
- 26.06 The amounts deducted in accordance with clause 26.01 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.
- 26.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 26.08 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.
- 26.09 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, or any other periods agreed to by the parties, following the acknowledgment of error.

## **ARTICLE 27**

### **EMPLOYEES ON PREMISES OF OTHER EMPLOYERS**

- 27.01 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 28

### RESTRICTION ON OUTSIDE EMPLOYMENT

28.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

## ARTICLE 29

### ILLEGAL STRIKES

\*29.01 The Public Service Labour Relations Act provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 12(2)(c) of the Financial Administration Act, for participation in an illegal strike as defined in the Public Service Labour Relations Act.

## ARTICLE 30

### LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

\*Complaints made to the Public Service Labour Relations Board pursuant to Section 190(1) of the Public Service Labour Relations Act.

\*30.01 When operational requirements permit, the Employer will grant leave with pay:

\*(a) to an employee who makes a complaint on his or her own behalf, before the Public Service Labour Relations Board,

and

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

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

30.02 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.



30.03 The Employer will grant leave with pay:

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

and

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

\*Arbitration Board and Public Interest Commission Hearings, and Alternative Dispute Resolution Processes

\*30.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, a Public Interest Commission or an Alternative Dispute Resolution Process.

\*30.05 The Employer will grant leave with pay to an employee called as witness by an Arbitration Board, a Public Interest Commission or an Alternative Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

Adjudication

30.06 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

30.07 When operational requirements permit, the Employer will grant to an employee:

(a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of the employee and on duty status when the meeting is held outside the employee's headquarters area,

and

(b) when an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the

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

30.08 When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative when the meeting is held in the representative's headquarters area and leave without pay when the meeting is held outside the representative's headquarters area.

30.09 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 when the discussion takes place in his or her headquarters area and reasonable leave without pay then it takes place outside his or her headquarters area.

#### Contract Negotiation Meetings

30.10 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

30.11 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

30.12 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.

30.13 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

30.14 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.

## Election to Union Office

- 30.15 (a) At its discretion, the Employer may grant leave without pay to an employee who is elected as a full-time official of the PSAC within 4 weeks after notice is given to the Employer of such election. The granting of such leave shall be subject to the provisions of the Commission's *Leave With or Without Pay Policy*.
- (b) The total leave granted under this clause shall not exceed four (4) years during an employee's total period of employment in the Commission.
- (c) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

## **ARTICLE 31**

### **NO DISCRIMINATION**

- 31.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the union, marital status or a conviction for which a pardon has been granted.
- 31.02 (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 31.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 31.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of a mediator will be by mutual agreement.
- 31.04 Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information Act* and the *Privacy Act*.

## **ARTICLE 32**

### **HARASSMENT**

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

- 32.02 (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 32.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 32.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with harassment. The selection of the mediator will be by mutual consent.
- 32.04 Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information Act* and the *Privacy Act*.
- 32.05 Furthermore, the Parties to this Agreement agree that the Commission's Policy, *Prevention of Harassment in the Workplace*, applies to the employees covered by this Agreement.

### **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 his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

### **ARTICLE 34**

#### **\*DISCIPLINE**

- \*34.01 When an employee is suspended from duty, demoted, or terminated in accordance with paragraph 12(2)(c) of the Financial Administration Act, the Employer shall notify the employee in writing of the reason for such suspension, demotion or termination. The Employer shall endeavour to give such notification at the time of suspension, demotion or termination.
- \*34.02 The Employer shall notify the local representative of the Alliance that such suspension, demotion or termination has occurred.
- 34.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

- 34.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document or written statement from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 34.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 34.06 Should written standards of discipline be developed, the Employer agrees to make those standards of discipline, and any amendments, available to employees.

### ARTICLE 35

#### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 35.01 (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. An employee's signature on his or her 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.
- 35.02 (a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review;
  - (ii) any written document which provides instructions to the person conducting the review;
  - (iii) a copy of the performance objectives if so requested by the employee.
- (b) if during the employee performance review period, either the form, the objectives or instructions are changed they shall be given to the employee.
- 35.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

35.04 For the purpose of this Article:

A formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by a supervisor of how well the employee has performed his or her assigned tasks during a specified period in the past.

35.05 When an employee disagrees with the assessment and/or appraisal of his or her work he or she shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision.

## \*ARTICLE 36

### GRIEVANCE PROCEDURE

#### General

36.01 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in this Article, gives notice that he or she wishes to take advantage of this clause, it is agreed that the discussion period shall not count as elapsed time for the purpose of grievance time limits.

36.02 In determining the time within which any action is to be taken as prescribed in this Article, all calendar days shall be counted.

36.03 The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Alliance representative.

36.04 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the Employer. 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 his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

## Individual Grievance

36.06 An employee who wishes to present a grievance at a prescribed level in the grievance procedures, shall transmit this grievance to his or her immediate supervisor who shall forthwith:

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

and

(b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

36.07 Subject to and as provided in Section 208 of *the Public Service Labour Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 36.06 except that:

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

and

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

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

(a) Level 1 - first level of management;

(b) Levels 2 and 3 - intermediate level(s) as established by the Employer;

(c) Final level - the CEO or his or her authorized representative.

Whenever there are four levels in the grievance procedure, the grievor may elect to waive either level 2 or level 3.

36.09 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name and title of the immediate supervisor to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom

the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

- 36.10 **An** employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.
- 36.11 The Alliance shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the CEO or his or her authorized representative, the CEO or his or her authorized representative shall render the decision.
- 36.12 **An** employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 36.06, not later than the thirty-fifth (35<sup>th</sup>) calendar day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.
- 36.13 The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure except the final level, within fifteen (15) calendar days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within fifteen (15) calendar days after that decision or settlement has been conveyed to him or her in writing.
- 36.14 If the Employer does not reply within twenty (20) calendar days from the date that a grievance is presented at any level, except the final level, the employee may, within the next twenty (20) calendar days, submit the grievance at the next higher level of the grievance procedure.
- 36.15 The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within forty (40) calendar days after the grievance is presented at that level.
- 36.16 Where an employee has been represented by the Alliance in the presentation of his or her grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 36.17 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.
- 36.18 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance.
- 36.19 Where the Employer terminates an employee for disciplinary reasons pursuant to paragraph 12 (2) (c) of the Financial Administration Act, the grievance procedure set



forth in this Collective Agreement shall apply except that the grievance shall be presented at the final level only.

- 36.20 An employee may abandon a grievance by written notice to his or her immediate supervisor.
- 36.21 **An** employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the employee was unable to comply with the prescribed time limits due to circumstances beyond his or her control.
- 36.22 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this Collective Agreement.
- 36.23 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:
- (a) the interpretation or application in respect of him or her of a provision of this Collective Agreement or a related arbitral award,
- or
- (b) disciplinary action resulting in termination, suspension, demotion, or a financial penalty,
- and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the Public Service Labour Relations Act and Regulations.
- 36.24 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:
- (a) its approval of the reference of the grievance to adjudication,
- and
- (b) its willingness to represent the employee in the adjudication proceedings.

### **Group Grievance**

- 36.25 Subject to and as provided in Section 215 of the Public Service Labour Relations Act, the Alliance may present to the Employer a group grievance on behalf of employees

in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

36.26 A group grievance shall be processed by recourse to the following levels:

- (a) Level 1 - first level of management;
- (b) Levels 2 and 3 - intermediate level(s) as established by the Employer;
- (c) Final level - the CEO or his or her authorized representative.

Whenever there are four levels in the grievance procedure, the grievor may elect to waive either level 2 or level 3.

36.27 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name and title of the immediate supervisor to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

36.28 The Alliance shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the CEO or his or her authorized representative, the CEO or his or her authorized representative shall render the decision.

36.29 The Alliance may present a group grievance to the First Level of the procedure in the manner prescribed in clause 36.25, not later than the thirty-fifth (35<sup>th</sup>) calendar day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

36.30 The Employer shall normally reply to a group grievance, at any level in the grievance procedure except the final level, within fifteen (15) calendar days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the Alliance, it may submit a grievance at the next higher level in the grievance procedure within fifteen (15) calendar days after that decision or settlement has been conveyed to the Alliance in writing.

36.31 If the Employer does not reply within twenty (20) calendar days from the date that a group grievance is presented at any level, except the final level, the Alliance may, within the next twenty (20) calendar days, submit the grievance at the next higher level of the grievance procedure.

- 36.32 The Employer shall normally reply to the group grievance at the final level of the grievance procedure within forty (40) calendar days after the grievance is presented at that level.
- 36.33 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the Alliance.
- 36.34 The Alliance may, by written notice to the Employer, withdraw a group grievance.
- 36.35 Opting Out of a Group Grievance
- (a) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Alliance that the employee no longer wishes to be involved in the group grievance.
  - (b) The Alliance shall provide to the representatives of the Employer authorized to deal with the group grievance, a copy of the notice received pursuant to paragraph (a) above.
  - (c) After receiving the notice, the Alliance may not pursue the grievance in respect of the employee.
- 36.36 Where the Alliance fails to present the group grievance to the next higher level within the prescribed time limits, it shall be deemed to have abandoned the grievance unless in the opinion of the Employer, and after consultation with the Alliance, the Alliance was unable for reasons beyond its control to comply with the prescribed time limits.
- 36.37 The Alliance may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.

### Policy Grievances

- 36.38 Subject to and as provided in Section 220 of the Public Service Labour Relations Act, the Employer or the Alliance may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.
- 36.39 A policy grievance shall be presented at the final level in the grievance procedure to the representative of the Alliance or the Employer, as the case may be, authorized to deal with the policy grievance. The party who receives the policy grievance shall provide the other party with a receipt stating the date on which the policy grievance was received.

- 36.40 The Employer and the Alliance shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a policy grievance is to be presented.
- 36.41 The Employer or the Alliance may present a policy grievance in the manner prescribed in Article 36.38 not later than the thirty-fifth (35<sup>th</sup>) calendar day after either the day on which it received notification, or the day on which it had knowledge of the act, omission or other matter giving rise to the policy grievance, whichever comes first.
- 36.42 The Employer or the Alliance shall normally reply to the policy grievance within thirty (30) calendar days of when the policy grievance is presented.
- 36.43 The Employer or the Alliance, as the case may be, may, by written notice to the other party, withdraw a policy grievance.
- 36.44 A party that presents a policy grievance may refer it to adjudication in accordance with the provisions of the *Public Service Labour Relations Act*.

## ARTICLE 37

### TECHNOLOGICAL CHANGE

- 37.01 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 Employee Transition Policy will apply. In all other cases the following clauses will apply.
- 37.02 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.
- 37.03 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.
- 37.04 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.

37.05 The written notice provided for in clause 37.04 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;
- (c) The location or locations involved.

37.06 As soon as reasonably practicable after notice is given under clause 37.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 37.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

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

37.07 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 38**

### **REGISTRATION & MEMBERSHIP FEES**

38.01 The Employer shall reimburse an employee for the employee's payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position, as determined by the Employer.

38.02 Membership dues referred to in Article 26 (Check Off, of the Collective Agreement are specifically excluded as reimbursable fees under this Article.

## **ARTICLE 39**

### **EMPLOYER REFERENCE**

39.01 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. Personal references requested by a prospective employer will not be provided without the consent of the employee.

## **ARTICLE 40**

### **HEALTH & SAFETY**

- 40.01 The parties recognize that health and safety provisions, procedures and techniques are to be made in conformity with or subjected to the principles established by the Canada Labour Code, Part II and its regulations.
- 40.02 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

## **ARTICLE 41**

### **JOINT CONSULTATION**

- 41.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to continue meaningful consultation on matters of common interest.
- 41.02 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.
- 41.03 The joint consultation will be achieved through Labour Management Consultation Committee (LMCC) meetings. Joint consultation will also be achieved through sub-committee meetings such as the Joint Labour Management Committee to Save and Find Jobs. All joint committee meetings shall be governed by mutually agreed to terms of reference which will be reviewed from time to time. Committee meetings shall be held at mutually satisfactory times and upon the request of either party.

## **ARTICLE 42**

### **BENEFIT PLANS & OTHER TERMS AND CONDITIONS**

- \*42.01 \*(a) The Employer will continue to apply the existing provisions of the following policies:

Travel Directive

Bilingualism Bonus Directive

Employee Transition Policy (see CAPP•2HR)

Occupational Safety and Health Directive

Use and Occupancy of Buildings

Elevated Work Structures

Noise Control (Levels of Sound)

Electrical Safety

Sanitation

Hazardous Substances

Confined Spaces

Personal Protective Equipment and Clothing

Tools and Machinery

Materials Handling

First-Aid

Motor Vehicle Operations Directive

Pesticides Directive

Refusal to Work Directive

(b) The Employer will continue the past practice of implementing rate adjustments as they occur from time to time.

(c) The parties agree to consult jointly on the policies listed in 42.01(a).

42.02 The Employer will continue to offer coverage to employees under the Government of Canada Public Service Health Care, Public Service Dental Care, and Public Service Disability Plans as amended from time to time.

**ARTICLE 43**

**CONTRACTING OUT**

43.01 The Employer will continue past practice in giving all reasonable consideration to continued employment within the National Capital Commission to employees who would otherwise become surplus because work is contracted out.

**ARTICLE 44**

**PAY ADMINISTRATION**

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

44.02 **An** employee is entitled to be paid for services rendered at:

- (a) the pay specified in Appendix “A” for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee’s instrument of appointment,

or

- (b) the pay specified in Appendix “A” for the classification prescribed in the employee’s instrument of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

44.03 The rates of pay set forth in Appendix “A” of the Agreement shall become effective on the dates specified in the collective agreement.

44.04 Pay Administration

When two or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee’s rate of pay shall be calculated in the following sequence:

- (a) he or she shall receive his or her pay increment;
- (b) his or her rate of pay shall be revised;
- (c) his or her rate of pay on appointment shall be established with the applicable rates of pay of this Agreement.

44.05 Rates of Pay

- (a) Where the rates of pay set forth in Appendix “A” of the Agreement have an effective date prior to the date of signing of the Collective Agreement the following shall apply:
  - (i) “retroactive period” for the purpose of subclauses (ii) to (vi) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day that this Agreement is signed or when an arbitral award is rendered therefore;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or, in case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period;
  - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been in force or an arbitral award rendered therefore, on the effective date of the revision in rates of pay;
  - (iv) in order for former employees or, in the case of death, for the former employees’ representatives to receive payment in accordance with clause (a) (iii), the Employer shall notify, by registered mail, such individuals at their



last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;

(v) only rates of pay and compensation for overtime which has been 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;

(vi) no payment nor notification shall be made for one dollar (\$1.00) or less.

44.06

Acting Pay

(a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for the number of consecutive working days set forth in subclause 44.06(c), he or she shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period during which he or she acts.

(b) 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.

(c) The required number of days is five (5) for all levels.

44.07

Salary Protection Status

(a) The term “attainable maximum rate of pay” means the maximum salary rate in the case of all levels.

(b) Where an employee’s duties and responsibilities are reclassified to a level with a lower maximum rate of pay than the level at which he or she is being paid, the following shall apply:

(i) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former level. This may be cited as salary protection status and, subject to section (ii) (B) of this guideline and for a one year period following notification shall apply until the position is vacated or the 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. Following the one year period after notification, the incumbent’s salary will be subject to a holding rate as described in section (iv) of this guideline.

(ii) (A) The NCC shall where appropriate, make reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former level of the position.

(B) **An** incumbent who declines an offer of transfer to a position referred to in (ii) (A), without good and sufficient reason, shall immediately be paid at the applicable rate for the reclassified position.

(iii) Employees subject to section (ii) of this guideline will be considered to have transferred for the purpose of determining increment dates and rate of pay.

(iv) An employee whose position was downgraded and after the one year period of salary protection, he or she will be paid a holding rate of pay for the reclassified position that is nearest to but not less than the employee's current rate of pay or, if no such rate exists, the employee's current rate of pay as a holding rate until such time as the maximum rate of pay for the reclassified position is equal to or greater than the holding rate at which time the employee's rate of pay shall become a rate of pay in the salary range for the reclassified position and be subject to the new scale of rates plan.

44.08

Pay Increment Administration

(a) **An** employee, other than an employee whose performance is evaluated as unsatisfactory, shall be granted pay increments until the maximum rate of the range established for his or her level is reached.

(b) A pay increment shall be of three percent (3%) of his or her substantive rate of pay.

(c) Where, on the increment date, a final increment falls within \$100.00 from the maximum rate of the range, the incumbent's salary will be placed at the maximum rate.

(d) The pay increment period for a full-time employee is twelve (12) months.

44.09

Salary if Employee Dies

If an employee dies, the salary due to him or her on the last working day preceding his or her death, shall continue to accrue to the end of the month in which he or she dies. Salary so accrued which has not been paid to the employee as at the date of his or her death shall be paid to his or her estate.

44.10

If, during the term of the collective agreement a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels. This clause is subject to the Memorandum of Understanding with respect to Conversion to New Levels or to New Classification Plans and/or Pay Structures, signed on November 22<sup>nd</sup> 2001, between the National Capital Commission and the Public Service Alliance of Canada.

## ARTICLE 45

### SEVERANCE PAY

45.01

Under the following circumstances and subject to clauses 45.02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay based on his or her instrument of appointment of his or her substantive position:

(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 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.
- (ii) On second or subsequent lay-off, 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, less any period in respect of which the employee was granted severance pay under subclause (a) (i) above.

(b) Resignation

On resignation, subject to subclause 45.01 (d) 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) Rejection on Probation

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

(d) 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 thirteen and one-half (13 1/2) hours but less than thirty (30) hours a week, and who, if he or she were a

contributor under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the Public Service Superannuation Act.

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

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

(f) Release for Incapacity or Incompetence

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of release for incapacity, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of release for incompetence, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

- 45.02 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 45.01 be pyramided.
- 45.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the employee's substantive position on the date of the termination of the employee's employment.
- 45.04 Notwithstanding 45.01 (b), an employee who resigns to accept an appointment with another organization, may choose not to be paid severance pay provided that the appointing organization will accept the employee's service for its severance pay entitlement.

## ARTICLE 46

### PART-TIME EMPLOYEES

\*46.01 Definition

Part-time employee means a person whose normal hours of work are less than those established for full-time workers in the Hours of Work Article but not less than those prescribed in the Public Service Labour Relations Act.

General

\*46.02 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified for full-time employees, unless otherwise specified in this Agreement.

\*46.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for a full-time employee.

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

46.05 Leave will only be provided

(a) during those periods in which employees are scheduled to perform their duties;

or

(b) where it may displace other leave as prescribed by this Agreement.

Designated Holidays

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

46.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in Article 16.01 of this Agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement and double (2) time thereafter.

46.08 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee, shall be paid for the time actually worked or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

## Overtime

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

46.10 Subject to 46.09, a part-time employee who is required to work overtime shall be paid overtime as specified in Article 10, Overtime in this Agreement.

## 46.11 Call-Back

When a part-time employee meets the requirements to receive call-back pay in accordance with Article 12 (Call-Back Pay) and is entitled to receive the minimum payment rather than pay for actual time worked, part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

## 46.12 Bereavement Leave

Notwithstanding clause 46.02, there shall be no prorating of a “day” in clause 20.02 (Bereavement Leave With Pay).

## 46.13 Vacation Leave

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 Article 18 (Vacation Leave With Pay), prorated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, zero decimal two five (0.25) multiplied by the number of hours in the employee’s workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, zero decimal three three three (0.333) multiplied by the number of hours in the employee’s workweek per month;
- (c) when the entitlement is thirteen decimal one two five (13.125) hours a month, zero decimal three five (0.35) multiplied by the number of hours in the employee’s workweek per month;
- (d) when the entitlement is thirteen decimal seven five (13.75) hours a month, zero decimal three six seven (0.367) multiplied by the number of hours in the employee’s workweek per month;
- (e) when the entitlement is fourteen decimal three seven five (14.375) hours a month, zero decimal three eight three (0.383) multiplied by the number of hours in the employee’s workweek per month;

- (f) when the entitlement is fifteen decimal six two five (15.625) hours a month, zero decimal four one seven (0.417) multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, zero decimal four five (0.45) multiplied by the number of hours in the employee's workweek per month;
- (h) when the entitlement is eighteen decimal seven five (18.75) hours a month, zero decimal five (0.5) multiplied by the number of hours in the employee's workweek per month.

46.14 Sick Leave

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 workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

46.15 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 46.13 and 46.14, where an employee does not work the same number of hours each week, the normal workweek 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.

46.16 Severance Pay

Notwithstanding the provisions of Article 45 (Severance Pay), where the period of continuous employment in respect of which a 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 of the appropriate substantive level to produce the severance pay benefit.

46.17 Pay Increments

A part-time employee shall be eligible to receive a pay increment when the employee has worked a total of the normal hours of a full-time employee at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this clause.

**ARTICLE 47**  
**AGREEMENT REOPENER**

47.01 This Agreement may be amended by mutual consent.

**ARTICLE 48**  
**DURATION**

\*48.01 This collective agreement shall expire on December 31, 2011.

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



**\*APPENDIX A**

**ANNUAL RATES OF PAY**

(in dollars)

- A - Effective January 1, 2008 (2.3% Economic Increase)
- B - Effective January 1, 2009 (1.5% Economic Increase)
- C - Effective January 1, 2010 (1.5% Economic Increase)
- D - Effective January 1, 2011 (1.5% Economic Increase)

RE-1

From: \$ 25517 to 34105  
To: A 26104 to 34889  
B 26496 to 35412  
C 26893 to 35943  
D 27296 to 36482

RE-2

From: \$ 33539 to 43280  
To: A 34310 to 44275  
B 34825 to 44939  
C 35347 to 45613  
D 35877 to 46297

RE-3

From: \$ 39706 to 50253  
To: A 40619 to 51409  
B 41228 to 52180  
C 41846 to 52963  
D 42474 to 53757

RE-4

From: \$ 46790 to 59584  
To: A 47866 to 60954  
B 48584 to 61868  
C 49313 to 62796  
D 50053 to 63738

RE-5

From: \$ 54104 to 71787  
To: A 55348 to 73438  
B 56178 to 74540  
C 57021 to 75658  
D 57876 to 76793

RE-6

From: \$ 66195 to 89405  
To: A 67717 to 91461  
B 68733 to 92833  
C 69764 to 94225  
D 70810 to 95638

RE-7

From: \$ 83385 to 107448  
To: A 85303 to 109919  
B 86583 to 111568  
C 87882 to 113242  
D 89200 to 114941

•

A

**\*PAY NOTES**

1. **An** employee at level RÉ-1 to RÉ-7 who, on January 1, 2008, was paid at the rate applicable to his or her level shall be paid, effective January 1, 2008, within the "A" salary scale at a rate of pay which is two decimal three percent (2.3%) higher than his or her former rate of pay.
2. **An** employee at level RÉ-1 to RÉ-7 who, on January 1, 2009, was paid at the rate applicable to his or her level shall be paid, effective January 1, 2009, within the "B" salary scale at a rate of pay which is one decimal five percent (1.5%) higher than his or her former rate of pay.
3. **An** employee at level RÉ-1 to RÉ-7 who, on January 1, 2010, was paid at the rate applicable to his or her level shall be paid, effective January 1, 2010, within the "C" salary scale at a rate of pay which is one decimal five percent (1.5%) higher than his or her former rate of pay.
4. **An** employee at level RÉ-1 to RÉ-7 who, on January 1, 2011, was paid at the rate applicable to his or her level shall be paid, effective January 1, 2011, within the "D" salary scale at a rate of pay which is one decimal five percent (1.5%) higher than his or her former rate of pay.
5. For full-time employees, pay increment increases for the above mentioned levels shall be in accordance with clause 44.08 "Pay Increment Administration". For part-time employees, pay increment increases for the above mentioned levels shall be in accordance with clause 46.17 "Pay Increments".

## MEMORANDUM OF UNDERSTANDING

### Conversion to New Levels or to New Classification Plans and/or Pay Structures

#### GENERAL

- (a) This Memorandum of Understanding will form part of the collective agreement to which the Public Service Alliance of Canada and the National Capital Commission are parties with effect November 22<sup>nd</sup> 2001.
  - (b) This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
1. Where an employee is subject to conversion to a new level or new classification plan and/or pay structure and is assigned, other than at his or her request or by demotion, to a position in the new level on new classification plan and/or pay structure, he or she shall be entitled to be paid a rate of pay for services rendered on the date of conversion as follows:
- (a) the rates of pay applicable to the position held by the employee in the new classification and pay plan; or
  - (b) the rates of pay applicable to the position held by the employee in the former classification and pay plan; or
  - (c) the rates of pay applicable to the position held by the employee in the new classification and pay plan immediately before the assignment to another position in the new classification and pay plan;
- whichever has the highest attainable maximum rate.
2. Where section 1 (b) or (c) are applicable, the employee's pay administration (that is increment dates and rate of pay) will be in accordance with section 2.1, 2.2, 2.3 and 2.4 of this guideline.
- 2.1 Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former level. This may be cited as salary protection status and, subject to section 2.2 (b) of this guideline and for a one year period following notification shall apply until the position is vacated or the 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. Following the one year period after notification, the incumbent's salary will be subject to a holding rate as described in section 2.4 of this guideline.


- \* -
- 2.2 (a) The NCC shall where appropriate, make reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former level of the position.
  - (b) **An** incumbent who declines an offer of transfer to a position referred to in (a), without good and sufficient reason, shall immediately be paid at the applicable rate for the reclassified position.
  - 2.3 Employees subject to section 2.2 of this guideline will be considered to have transferred for the purpose of determining increment dates and rate of pay.
  - 2.4 An employee whose position was downgraded and after the one year period of salary protection, he or she will be paid a holding rate of pay for the reclassified position that is nearest to but not less than the employee's current rate of pay or, if no such rate exists, the employee's current rate of pay as a holding rate until such time as the maximum rate of pay for the reclassified position is equal to or greater than the holding rate at which time the employee's rate of pay shall become a rate of pay in the salary range for the reclassified position and be subject to the new scale of rates plan.
  3. Where a new level is established, or a new classification plan and pay structure is introduced, and an employee is initially assigned from the former level to a position in that new level, he or she shall be paid on the effective date of that conversion at the rate of pay that is nearest to but not less than the rate of pay he or she would otherwise be entitled to receive on that date.
  4. (a) Subject to subsection (b), the first increase in pay (pay increment) following the conversion referred to in section 3 of this guideline shall be calculated as if that conversion constituted a transfer from the position held on that date in the former level or in the former classification and pay structure.
  - (b) Where, on the conversion referred to in subsection (a) an employee
    - (i) who was being paid at the maximum rate in the former scale of rates for any period of time is not paid at the maximum rate in the new scale of rates; or
    - (ii) receives an increase on that conversion equal to or greater than the employee would receive as a result of a promotion,
 the first increase in pay thereafter shall be determined as if that conversion constituted a promotion.
  5. An employee who has been salary protected upon conversion and whose position is subsequently reclassified to a level having a higher maximum rate of pay and whose current salary falls within the reclassified level will be considered to have transferred for the purpose of determining increment dates and rate of pay.
  6. (a) **An** employee who is acting on the date of conversion shall have their acting pay recalculated using the new salary range.

(b) **An** employee who is acting on the date of conversion in a compressed level will continue to receive their acting pay until the end of the assigned period. Furthermore, requests for extensions of the acting will be denied and the employee shall return to their substantive duties and job description.


Signed at Ottawa, this 22<sup>nd</sup> day of the month of November 2001.

SIGNED AT OTTAWA, this 1<sup>st</sup> day of the month of April 2009

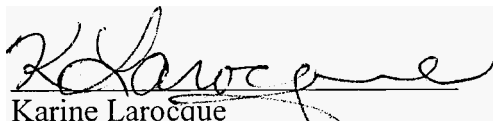
For the National Capital  
Commission




Marie Lemay, P.Eng., ing.




Joanne Charbonneau



Karine Larocque




Stéphane Trudeau




Mark Killoran

For the Public Service Alliance  
of Canada




Maria Fitzpatrick



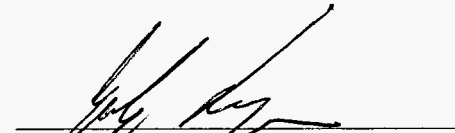
Stephen Conty



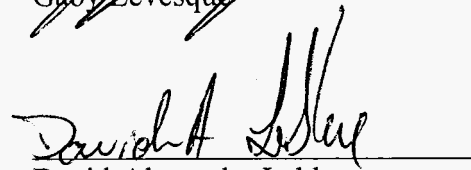
Michèle Milotte



René Séguin



Gaby Levesque



David-Alexandre Leblanc

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