

National Energy  
Board



Office national  
de l'énergie

# **COLLECTIVE AGREEMENT**

**Between the**

**NATIONAL ENERGY BOARD**

**And the**

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

**For the Period: July 1<sup>st</sup>, 2007 to October 31<sup>st</sup>, 2011**

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# **SECTION A**

## **RECOGNITION & SCOPE**

**ARTICLE A-1  
PURPOSE OF AGREEMENT**

**A1.01** The purpose of this Agreement is to promote effective and mutually beneficial relationships between the Employer, the employees and the Institute and to set forth certain terms and conditions of employment governing the parties covered by this collective agreement.

**ARTICLE A-2  
RECOGNITION AND SCOPE**

**A2.01** Pursuant to the certificate issued on February 5, 2004, the Employer recognizes the Institute as the exclusive bargaining agent for all employees of the National Energy Board save and except those who are specifically excluded from collective bargaining by operation of law or determination of the Public Service Labour Relations Board or its successor.

**A2.02** The provisions of this agreement apply to the Institute, employees and the Employer.

**ARTICLE A-3  
MANAGEMENT RIGHTS**

**A3.01** All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Employer.

**ARTICLE A-4  
DEDUCTION OF MEMBERSHIP DUES**

**A4.01** “*Membership dues*” means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by employees as a consequence of their inclusion in the bargaining unit, and shall not include any initiation fee, insurance premium, or special levy.

**A4.02** The Employer will as a condition of employment deduct in each month an amount equal to the monthly membership dues of the Institute from the pay of each employee in the bargaining unit. Where an employee does not have sufficient earnings in respect of a month to permit deductions under this Article, the Employer will not make such deductions.

**A4.03** The Institute shall inform the Employer in writing of the authorized amount to be deducted pursuant to paragraph A4.02.

**A4.04** The amounts deducted in accordance with paragraph A4.02 shall be remitted monthly to the Institute 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.

**A4.05** For the purpose of applying paragraph A4.02, deductions from pay for each employee in respect of each month will start with the first full month of employment.



- A4.06** The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- A4.07** An employee who satisfies the Employer and the Institute to the extent that the employee declares by affidavit:
- (a) Membership in a recognized religious organization whose doctrine prevents as a matter of conscience financial contributions to an employee organization, **and**
  - (b) That the employee will make contributions equal to dues to a charitable organization registered pursuant to the *Income Tax Act*, other than the religious organization named in the affidavit,
- 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.
- A4.08** No employee organization other than the Institute shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- A4.09** The Institute 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, in which case the liability shall be limited to the amount of the error.
- A4.10** When it is mutually acknowledged that an error has been committed, the Employer shall endeavor to correct such error within the two pay periods following the acknowledgement of error.

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

### **Definitions**

**A5.01** For the purposes of this Agreement:

- (a) "*Bargaining unit*" means the unit of employees for which the Institute is recognized as the bargaining agent as described in paragraph A2.01 of Article A-2.
- (b) "*Continuous employment*" has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations* on the date of signing of this Agreement as if an employee of the National Energy Board were appointed to a position in the core public administration.
- (c) "*Employee*" means a person so defined by the *Public Service Labour Relations Act* and who is a member of the bargaining unit.
- (d) "*Employer*" means Her Majesty in right of Canada as represented by the National Energy Board.
- (e) "*Institute*" means the Professional Institute of the Public Service of Canada.
- (f) "*Lay-off*" means the termination of employment because of lack of work, the discontinuance of a function or the transfer of work or a function outside the public service.

- (g) “*Substantive position*” is the position to which an employee has been appointed or deployed under the *Public Service Employment Act* on an indeterminate, term or acting basis, (in excess of four months) but does not include any other assignments of a temporary nature.

**Interpretation**

**A5.02** Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*.

# **SECTION B**

## **PAY, ALLOWANCES AND BENEFITS**

**ARTICLE B-1  
SALARIES**

**Definitions**

**B1.01** For the purpose of this Agreement

- (a) “*Annual rate of pay*” means the rate of pay applicable to the employee in accordance with paragraph B1.02.
- (b) “*Weekly rate of pay*” means an employee’s annual rate of pay divided by 52.176.
- (c) “*Daily rate of pay*” means an employee’s annual rate of pay divided by 260.88.
- (d) “*Hourly rate of pay*” means an employee’s annual rate of pay divided by 1956.6.
- (e) “*Straight-time rate*” means the employee’s hourly rate of pay.
- (f) “*Time and one-half*” means one and one-half (1 ½) times the employee’s hourly rate of pay.
- (g) “*Double time*” means two times the employee’s hourly rate of pay.

**Salary Ranges/Table**

**B1.02** The following salary ranges will become effective on the dates indicated.

**Effective July 1, 2007**

| <b>Salary Range</b> | <b>Minimum</b> | <b>Maximum</b> |
|---------------------|----------------|----------------|
| NEB-01              | \$ 25,594      | \$ 31,144      |
| NEB-02              | \$ 28,848      | \$ 35,097      |
| NEB-03              | \$ 32,526      | \$ 39,575      |
| NEB-04              | \$ 36,675      | \$ 44,617      |
| NEB-05              | \$ 41,257      | \$ 50,313      |
| NEB-06              | \$ 46,522      | \$ 56,734      |
| NEB-07              | \$ 52,573      | \$ 63,962      |
| NEB-08              | \$ 59,277      | \$ 72,118      |
| NEB-09              | \$ 69,509      | \$ 84,565      |
| NEB-10              | \$ 78,370      | \$ 95,349      |
| NEB-11              | \$ 85,814      | \$104,407      |
| NEB-12              | \$ 93,966      | \$114,324      |

**Effective July 1, 2008**

| <b>Salary Range</b> | <b>Minimum</b> | <b>Maximum</b> |
|---------------------|----------------|----------------|
| NEB-01              | \$ 26,234      | \$ 31,923      |
| NEB-02              | \$ 29,569      | \$ 35,974      |
| NEB-03              | \$ 33,339      | \$ 40,564      |
| NEB-04              | \$ 37,592      | \$ 45,732      |
| NEB-05              | \$ 42,288      | \$ 51,571      |
| NEB-06              | \$ 47,685      | \$ 58,152      |
| NEB-07              | \$ 53,887      | \$ 65,561      |
| NEB-08              | \$ 60,759      | \$ 73,921      |
| NEB-09              | \$ 71,247      | \$ 86,679      |
| NEB-10              | \$ 80,329      | \$ 97,733      |
| NEB-11              | \$ 87,959      | \$107,017      |
| NEB-12              | \$ 96,315      | \$117,182      |

**Effective November 1, 2009**

| <b>Salary Range</b> | <b>Minimum</b> | <b>Maximum</b> |
|---------------------|----------------|----------------|
| NEB-01              | \$ 26,628      | \$ 32,402      |
| NEB-02              | \$ 30,013      | \$ 36,514      |
| NEB-03              | \$ 33,839      | \$ 41,172      |
| NEB-04              | \$ 38,156      | \$ 46,418      |
| NEB-05              | \$ 42,922      | \$ 52,345      |
| NEB-06              | \$ 48,400      | \$ 59,024      |
| NEB-07              | \$ 54,695      | \$ 66,544      |
| NEB-08              | \$ 61,670      | \$ 75,030      |
| NEB-09              | \$ 72,316      | \$ 87,979      |
| NEB-10              | \$ 81,534      | \$ 99,199      |
| NEB-11              | \$ 89,278      | \$108,622      |
| NEB-12              | \$ 97,760      | \$118,940      |

**Effective November 1, 2010**

| <b>Salary Range</b> | <b>Minimum</b> | <b>Maximum</b> |
|---------------------|----------------|----------------|
| NEB-01              | \$ 27,027      | \$ 32,888      |
| NEB-02              | \$ 30,463      | \$ 37,062      |
| NEB-03              | \$ 34,347      | \$ 41,790      |
| NEB-04              | \$ 38,728      | \$ 47,114      |
| NEB-05              | \$ 43,566      | \$ 53,130      |
| NEB-06              | \$ 49,126      | \$ 59,909      |
| NEB-07              | \$ 55,515      | \$ 67,542      |
| NEB-08              | \$ 62,595      | \$ 76,155      |
| NEB-09              | \$ 73,401      | \$ 89,299      |
| NEB-10              | \$ 82,757      | \$100,687      |
| NEB-11              | \$ 90,617      | \$110,251      |
| NEB-12              | \$ 99,226      | \$120,724      |

**Pay Notes**

- B1.03** (a) Effective July 1<sup>st</sup>, 2007, employees will have their annual salary increased by 2.5%, rounded to the nearest \$1.
- (b) Effective July 1<sup>st</sup>, 2008, employees will have their annual salary increased by 2.5%, rounded to the nearest \$1.
- (c) Effective November 1<sup>st</sup>, 2009, employees will have their annual salary increased by 1.5%, rounded to the nearest \$1.
- (d) Effective November 1<sup>st</sup>, 2010, employees will have their annual salary increased by 1.5%, rounded to the nearest \$1.

**ARTICLE B-2**  
**PAY ADMINISTRATION**

- B2.01** Each employee is entitled to be paid for services rendered in the salary range specified in Article B-1 for the level of the employee's substantive position.
- B2.02** When the rates of pay set forth in Article B-1 have an effective date prior to the date of signing of the collective agreement the following shall apply:
- (a) "*Retroactive period*" for the purpose of sub-paragraphs (b) to (d) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed or when an arbitral award is rendered therefore.
  - (b) 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.
  - (c) Only rates of pay, compensation for overtime, cashout of vacation leave, severance pay and maternity and parental allowances which have 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.
  - (d) For former employees, or in the case of death, for the former employees' estate representatives, the Employer shall send such retroactive payments to the last known address. If the payment is returned, the Employer will hold such payment for a period of one year after which the Employer's obligation for payment ceases.
- B2.03** Each July 1<sup>st</sup>, employees other than those employees whose performance has been evaluated as marginal or unsatisfactory shall be granted a pay increment of 4.0% of base salary until the maximum rate of pay established for the employee's substantive position is reached. Employees who were appointed to their substantive position during the previous 12 months will have their pay increment pro-rated on the basis of the number of days between the date of appointment and July 1<sup>st</sup>.
- B2.04**
- (a) An employee whose performance is evaluated as marginal shall be granted a pay increment of 2.0% on July 1<sup>st</sup> or such other amount as calculated in accordance with paragraph B2.03. The employee's performance will be re-evaluated over the next six months and, if rated as performing or better, the employee will be granted an additional increment of 2.0%, or such other amount as calculated in accordance with paragraph B2.03, effective January 1<sup>st</sup>.
  - (b) An employee whose performance is evaluated as unsatisfactory shall not receive a pay increment on July 1<sup>st</sup>. The employee's performance will be re-evaluated over the next six months and, if rated as performing or better, the employee will be granted an increment of 4.0%, or such other amount as calculated in accordance with paragraph B2.03, effective January 1<sup>st</sup>.
- B2.05** When two or more of the following actions occur on the same date, namely, appointment, pay increment and an adjustment to the salary ranges, the employee's rate of pay shall be calculated in the following sequence:
- (a) The employee shall receive the pay increment.
  - (b) The rate of pay shall be revised in accordance with the adjustment to the salary range.
  - (c) The rate of pay on appointment shall be established in accordance with this Agreement.

**ARTICLE B-3  
ACTING PAY**

- B3.01** When an employee is required by the Employer to substantially perform the duties of a higher classified position covered by this collective agreement on an acting basis for the qualifying period specified in paragraph B3.02, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.
- B3.02** The qualifying period shall be at least three consecutive working days except for employees acting in Team Leader positions in which case the qualifying period shall be at least ten consecutive working days.
- B3.03** 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.

**ARTICLE B-4  
PROMOTION, DEMOTION OR CHANGE IN CLASSIFICATION**

**Rate of Pay on Promotion**

- B4.01** An employee who is promoted or whose position is classified to a higher level shall be paid at the lowest rate of pay in the new salary range which gives an increase in pay of not less than 5.0% of the maximum of the new salary range.

**Rate of Pay on Demotion**

- B4.02** On demotion, an employee is paid at the rate of pay in the salary range applicable to the employee's new position/classification which is nearest to, or equal to the employee's former rate of pay.

**Rate of Pay on Classification to a Level with a Lower Maximum Rate**

- B4.03** (a) Where an employee's position is classified to a level with a lower maximum rate of pay, the employee shall be deemed to have retained for all purposes the former classification. In respect to the pay of the incumbent employee, this may be cited as "salary protection status" and, subject to sub-paragraph (c) below, shall apply until such time as the position is vacated.
- (b) The Employer will make a reasonable effort to appoint the employee to a position at the same level as the employee's former classification. Such an appointment shall be considered as a transfer for the purpose of calculating increments and determining rates of pay.
- (c) In the event that an employee declines an offer of transfer to a position pursuant to sub-paragraph (b) above, that employee shall immediately be paid at the rate of pay in the salary range applicable to the new classification of the position which is nearest to, or equal to, the employee's former rate of pay.

**ARTICLE B-5  
SEVERANCE PAY**

**B5.01** Under the circumstances set out in this article and subject to paragraph B5.07, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay for the employee's substantive position on the date of termination of employment.

**Lay-off**

**B5.02** On lay-off, an employee shall receive:

- (a) On the first lay-off from the public service, two weeks' pay for the first complete year of continuous employment and one week's pay for each additional complete year of continuous employment.
- (b) On a second or subsequent lay-off from the public service, one week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under sub-paragraph (a) above.

**Resignation**

**B5.03** Subject to paragraph B5.04, on resignation an employee with 10 or more years of continuous employment shall receive one-half week's pay for each complete year of continuous employment up to a maximum of 26 years with a maximum benefit of 13 weeks' pay.

**Retirement**

**B5.04** On retirement, an employee who is entitled to an immediate annuity or to an immediate annual allowance under the *Public Service Superannuation Act* shall receive one week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of 30 week's pay.

**Death**

**B5.05** If an employee dies, there shall be paid to the employee's estate a severance payment calculated in accordance with paragraph B5.04.

**Termination for Incapacity**

**B5.06** An employee who has completed more than one year of continuous employment and who is terminated by reason of incapacity shall receive one week's pay for each complete year of continuous employment with a maximum benefit of 28 weeks.

**Limitations**

**B5.07** 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 by the public service, a federal crown corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

**B5.08** Notwithstanding paragraph B5.03, an employee who resigns to accept an appointment with another



organization in the public service may choose not to be paid severance pay provided that the appointing organization will accept the employee's service with the Employer and eligible service with previous public service employers for severance pay purposes.

#### **ARTICLE B-6 NATIONAL JOINT COUNCIL DIRECTIVES**

**B6.01** The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by Treasury Board of Canada, form part of this Agreement:

- (a) Travel Policy
- (b) Relocation Policy, *and*
- (c) Bilingualism Bonus Policy.

#### **ARTICLE B-7 REGISTRATION FEES**

**B7.01** The Employer shall reimburse an employee for payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the performance of the duties of the employee's position.

#### **ARTICLE B-8 HEALTH AND INSURANCE BENEFITS**

**B8.01** The Employer will continue coverage for employees under the Government of Canada Public Service Health Care Plan, Public Service Dental Care Plan and Public Service Disability Insurance Plan, as amended from time to time.

#### **ARTICLE B-9 MATERNITY AND PARENTAL ALLOWANCES**

**B9.01** An employee who has been granted maternity leave or parental leave without pay pursuant to Article D-12 or D-13 respectively shall be paid a maternity or parental allowance, as described in paragraph B9.05, in accordance with the terms of the *Supplemental Unemployment Benefit Plan* provided that he or she has:

- (a) Completed six months of continuous employment before the commencement of such leave
- (b) Provided the Employer with proof that he or she has applied for and is eligible to receive maternity benefits pursuant to Section 22 of the *Employment Insurance Act* or parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer, *and*
- (c) Signed an agreement with the Employer as set out in paragraph B9.02.

- B9.02** Pursuant to paragraph B9.01, an applicant shall sign an agreement with the Employer, providing:
- (a) That, unless another form of leave is granted by the Employer, he or she will return to work on the expiry date of the such leave, *and*
  - (b) That he or she will return to work for a period equal to the period for which the maternity and/or parental allowance will be paid.
- B9.03** In the calculation of time worked in relation to the obligations set out in paragraph B9.02:
- (a) Periods of leave with pay shall count as time worked, *and*
  - (b) Periods of leave without pay shall not be counted as time worked but shall suspend the obligation period for a period equal to the period of leave without pay.
- B9.04** An employee who fails to meet the obligations defined in paragraph B9.02 for reasons other than:
- (a) Death
  - (b) Lay-off
  - (c) 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 subparagraph B9.02 (b), *or*
  - (d) Having become disabled as defined in the *Public Service Superannuation Act*
- will become indebted to the Employer for repayment of the maternity and/or parental allowance proportionate to the number of days not worked in relation to the number of days for which such allowances were paid.
- B9.05** Maternity and parental allowance payments made according to the *Supplementary Unemployment Benefit Plan* will consist of the following:
- (a) Where an employee is subject to a waiting period of two weeks before receiving EI maternity or parental benefits, an allowance of 93% of the weekly rate of pay for each week of the two week waiting period less any other monies earned during this period, *and/or*
  - (b) For each week that an employee receives a maternity or parental benefit pursuant to the Employment Insurance Act, the difference between the gross weekly amount of the EI benefit he or she is initially eligible to receive and 93% of the weekly rate of pay less any other monies earned during the period which result in a decrease in EI benefits.
- B9.06** The maternity or parental allowance to which employees are entitled is limited to that set out in paragraph B9.05. Employees will not be reimbursed for any amount of EI benefits that they may be required to repay pursuant to the *Employment Insurance Act*.
- B9.07** At the employee's request, payments will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI maternity or parental benefits.
- B9.08** In the calculation of the maternity or parental allowance, the weekly rate shall be:
- (a) For a full-time employee, the weekly rate of pay for the employee's substantive position on the day immediately preceding the commencement of such leave
  - (b) For a part-time employee, the full-time weekly rate of pay for the employee's substantive

position multiplied by the fraction obtained by dividing the employee's assigned straight time hours of work during the last 26 weeks of continuous employment by the number of hours in the work week of a full-time employee

**B9.09** Where an employee becomes eligible for a pay increment or an economic adjustment while in receipt of the maternity or parental allowance, payments under paragraph B9.05 shall be adjusted accordingly.

**B9.10** Neither maternity nor parental allowance payments will reduce nor increase the employee's severance pay.

### **Special Maternity and Parental Allowances for Disabled Employees**

**B9.11** An employee who:

(a) Fails to satisfy the eligibility requirement specified in sub-paragraph B9.01 (b) 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 or the *Government Employees Compensation Act* prevents the employee from receiving EI maternity or parental benefits, **and**

(b) Has satisfied all other eligibility requirements specified in paragraph B9.01.

shall be paid, in respect of each week of maternity or parental allowance he or she would have otherwise received, the difference between 93% of the weekly rate of pay and the gross amount of the weekly disability benefit under the DI plan, the LTD plan or pursuant to the *Government Employee's Compensation Act*.

**B9.12** An employee shall be paid an allowance under paragraph B9.11 and, where applicable, paragraph B9.05 for a combined period of no more than the number of weeks during which he or she would have otherwise been eligible for maternity and/or parental benefits pursuant to the *Employment Insurance Act*.

# **SECTION C**

## **WORKING CONDITIONS**

**ARTICLE C-1  
HOURS OF WORK**

- C1.01** The normal work week shall be Monday to Friday inclusive, consisting of 37½ hours. The normal work day shall consist of 7½ hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m. Hours of work, including banked time arrangements, shall be arranged to meet operational requirements as determined by the Employer, taking into consideration wherever possible the preferences of individual employees.
- C1.02** (a) An employee shall be granted at least two consecutive days of rest during each seven day period unless operational requirements do not so permit.
- (b) “*Day of rest*” is a day, other than a designated paid holiday or a day of leave with or without pay, on which the employee is not ordinarily scheduled to perform work.
- C1.03** Employees shall complete weekly time reports as required by the employer.
- C1.04** Where normal hours are to be changed so that they are different from those specified in paragraph C1.01, the Employer, except in cases of emergency, will consult in advance with the Institute on such hours of work and, in such consultation, will establish that such hours are required to meet the needs and/or the efficient operation of the National Energy Board.

**ARTICLE C-2  
BANKED TIME**

- C2.01** With the approval of the Employer, an employee may work additional hours in excess of normal hours specified in Article C-1 either on a normal work day or on a day of rest or designated paid holiday and to accumulate these additional hours, on a one-for-one basis, as banked time credits to be used as leave with pay in accordance with paragraphs C2.05 to C2.07.
- C2.02** Banked time credits shall be based on 30 minute increments. The cumulative total of banked time credits may not exceed 37 ½ hours without the consent of the Employer. Banked time credits shall not be paid out.
- C2.03** When 7½ hours or less are actually worked on a normal work day banked time credits will not be accumulated.
- C2.04** The Employer shall not compel an employee in any way to use the provisions of paragraph C2.01 where the work required is overtime as defined in Article C-3 (Overtime).
- C2.05** Upon application by the employee, banked time credits may be taken as leave with pay, subject to operational requirements. The leave may be taken on a casual basis or on a pre-arranged schedule.
- C2.06** An employee shall be required to accumulate sufficient banked time credits to account for a period of leave prior to taking such leave. However, when unforeseen circumstances beyond the employee’s control prevent an employee from accumulating sufficient banked time credits to account for a period of pre-approved leave, banked time credits may be temporarily advanced to the employee.

**C2.07** An employee who qualifies for another form of leave with pay may substitute such leave for banked time leave.

### **ARTICLE C-3 OVERTIME**

#### **General**

**C3.01** Overtime means work required by the Employer in excess of the employee's scheduled hours of work other than hours to be accumulated under banked time. Overtime work will normally be authorized in advance.

**C3.02** All calculations for overtime shall be based on each completed period of 30 minutes.

**C3.03** Except in cases of emergency, standby or by mutual agreement, the Employer undertakes to provide as much advance notice as possible of any requirement for the performance of overtime.

#### **Overtime Rates**

**C3.04** Employees who are required to work overtime on a normal work day will be compensated at time and one-half for the first 7½ hours and double time thereafter.

**C3.05** Employees who are required to work overtime on a day of rest will be compensated for each hour of overtime worked

(a) On a first day of rest, at time and one-half for the first 7½ hours and double time thereafter

(b) On a second or subsequent day of rest, at double time.

When overtime is worked on a second or subsequent day of rest rather than a first day of rest at the request of an employee, the employee will be compensated as if it were the first day of rest.

**C3.06** Employees who are required to work overtime on a designated paid holiday will be compensated for each hour of overtime worked

(a) At time and one-half for the first 7½ hours and double time thereafter, *or*

(b) At double time when the designated paid holiday is contiguous to a second day of rest on which the employee also worked and received compensation in accordance with paragraph C3.05

in addition to the compensation that the employee would have been granted had the employee not worked on the designated paid holiday.

**C3.07** In the application of paragraphs C3.05 (b) and C3.06 (b), when the overtime work commences on such second or subsequent day of rest or on a designated paid holiday, as the case may be, and extends into the next day, all hours worked continuously will be paid at double time.

#### **Overtime Contiguous with Scheduled Hours of Work**

**C3.08** An employee who is required to work overtime contiguous with, either before or following, scheduled hours of work shall be entitled to compensation at the applicable overtime rate set out in this article, for each hour worked.

**C3.09** Employees who are required to work overtime contiguous with scheduled hours of work and who, at their own request, are allowed to leave work for a temporary period or complete the work at home will be compensated in accordance with paragraph C3.08.

#### **Overtime Not Contiguous with Scheduled Hours of Work**

**C3.10** An employee who is required to work overtime at a time not contiguous with scheduled hours of work shall be entitled to the greater of:

- (a) A minimum of three hours pay at the applicable overtime rate, *or*
- (b) Compensation at the applicable overtime rate for each hour worked.

**C3.11** When an employee is required to perform work at a time not contiguous with scheduled hours of work and completes such work without returning to the workplace, the minimum of three hours provided in paragraph C3.10 shall be replaced by a minimum of one hour which shall apply only once in respect of each one-hour period.

**C3.12** Employees who are required to return to the workplace to perform work at a time not contiguous with scheduled hours of work will be entitled to reimbursement of the mileage allowance at the rate normally paid when an employee is authorized to use a personal automobile or reimbursement of out-of-pocket expenses for commercial transportation, as applicable.

**C3.13** Time spent reporting to work or returning to the employee's residence shall not constitute time worked except when required by the Employer to use a vehicle supplied by the Employer for transportation to a work location other than the employee's normal place of work.

### **ARTICLE C-4 STANDBY**

**C4.01** An employee designated for standby duty shall be available during the period of standby at a known telephone number and be able to report for duty as quickly as possible if called.

**C4.02** The Employer will normally supply an electronic communications device or cellular telephone to an employee designated for standby duty. When an employee who is supplied by the Employer with an electronic communications device or cellular telephone is not required to be available to respond to contacts, the employee is not deemed to be on standby duty.

**C4.03** When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be compensated at the rate of one-half hour's pay for each four hour period or portion thereof of standby duty. No payment shall be made where the employee is unable to perform work when required.

**C4.04** An employee on standby who is called to perform work by the Employer and who performs work shall be compensated in accordance with paragraph C3.10 or C3.11 of Article C-3 (Overtime), whichever applies.

**ARTICLE C-5  
OVERTIME MEAL PERIODS AND MEAL ALLOWANCES**

- C5.01** An employee who works three or more hours of overtime immediately before or immediately following scheduled hours of work shall be reimbursed for one meal in the amount of \$10.00, except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to the employee's place of work.
- C5.02** When an employee works overtime continuously extending four hours or more beyond the period provided in paragraph C5.01, the employee shall be reimbursed for one additional meal in the amount of \$10.00, except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to the employee's place of work.
- C5.03** This article shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

**ARTICLE C-6  
TRAVEL TIME**

- C6.01** When the Employer directs an employee to travel for the purpose of performing duties and/or professional development and training, pursuant to Article E-9, the employee shall be compensated in the manner set out in this article.
- C6.02** On a normal work day on which an employee travels but does not work, the employee shall receive regular pay for the day.
- C6.03** On a normal work day on which an employee travels and works, the employee shall be paid
- (a)** Regular pay for the day for a combined period of travel and work not exceeding 7½ hours, *and*
  - (b)** At the applicable overtime rate for additional travel time in excess of a 7½ hour period of work and travel, with a maximum payment for such additional travel time not to exceed 12 hours pay in any day, calculated at the straight-time rate.
- C6.04** On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum payment of 12 hours pay, calculated at the straight-time rate.
- C6.05** For the purpose of this article, travel time for which an employee shall be compensated is as follows:
- (a)** For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
  - (b)** For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the destination and, upon return, direct back to the employee's residence or work place.



- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travel time shall not exceed that which would have been payable under the Employer's original determination.

**C6.06** Travel time shall include time necessarily spent at each stop-over en route up to a maximum of three hours provided that such stop-over does not include an overnight stay.

**C6.07** All calculations for travel time shall be based on each completed period of 30 minutes.

#### **ARTICLE C-7 PAYMENT OF OVERTIME OR COMPENSATORY LEAVE IN LIEU**

**C7.01** Overtime earned under Article C-3 (Overtime) and Article C-6 (Travel Time) shall be compensated in cash except where, upon application by the employee and with the approval of the Employer, such overtime may be converted to compensatory leave at the applicable rate prescribed in those articles.

**C7.02** When a payment in cash is being made, the Employer will endeavor to make such payment within six weeks following the end of the pay period for which the employee requests payment.

**C7.03** Upon application by the employee, compensatory leave may be taken as leave with pay subject to operational requirements.

**C7.04** Compensatory leave carried over from a previous fiscal year and outstanding on September 30<sup>th</sup> of the next fiscal year shall be paid out at the employee's rate of pay in effect at that date, unless carried over by mutual agreement. Such payment shall be made within six weeks of the commencement of the first pay period after September 30<sup>th</sup>.

**C7.05** Where, in respect of any period of compensatory leave, an employee

- (a) Is granted bereavement leave, *or*

- (b) Is granted sick leave 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.

**C7.06** Where during any period of compensatory leave an employee is recalled to duty, the employee shall be reimbursed for reasonable and verifiable expenses as normally defined by the Employer:

- (a) For proceeding to the employee's place of duty, *and*

- (b) For returning to the place from which the employee was recalled if the employee resumes compensatory leave upon completing the recall assignment.

**C7.07** The employee shall not be considered as being on compensatory leave during any period in respect of which the employee is entitled under paragraph C7.06 to be reimbursed for reasonable expenses incurred by the employee.

**ARTICLE C-8  
DESIGNATED PAID HOLIDAYS**

**C8.01** Subject to paragraph C8.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day
- (b) Alberta Family Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) First Monday in August
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day, *and*
- (m) Any additional day if proclaimed by an Act of Parliament as a National Holiday.

**C8.02** An employee absent without pay on both the employee's full working day immediately preceding and the employee's full working day immediately following a designated paid 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 H-6 (Leave for Labour Relations).

**Designated Paid Holiday Falling on a Day of Rest**

**C8.03** When a day designated as a paid holiday coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following the employee's day of rest.

**C8.04** When a day designated as a paid holiday for an employee is moved to another day under the provisions of paragraph C8.03:

- (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.

**Compensation for Work on a Designated Paid Holiday**

**C8.05** Compensation for work on a designated paid holiday will be in accordance with Article C-3 (Overtime).

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

**C8.06** Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay, the designated paid holiday shall not count as a day of leave.

# **SECTION D**

## **LEAVE**

**ARTICLE D-1  
LEAVE - GENERAL**

- D1.01** An employee is entitled to be informed, once in each fiscal year, of the balance of the employee's leave credits.
- D1.02** The amount of earned but unused leave with pay credited to an employee 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.
- D1.03** An employee shall not be granted two different types of leave with pay in respect of the same period of time.
- D1.04** An employee is not entitled to leave with pay during periods of leave without pay or while the employee is under suspension.
- D1.05** In respect to applications for leave made pursuant to Section D, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.
- D1.06** An employee who has proceeded on leave without pay may change the return to work date if such change does not result in additional costs to the Employer.
- D1.07** For purposes of this section, "*spouse*" will, when required, be interpreted to include "*common-law partner*". A "*common-law partner*" means a person living in a conjugal relationship with an employee for a continuous period of at least one year.
- D1.08** For the purposes of this section, a day of leave with pay is comprised of 7½ paid hours.

**ARTICLE D-2  
VACATION LEAVE**

**Vacation Year**

- D2.01** The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>, inclusive. Vacation leave is intended to be used in the year it is earned.

**Accumulation of Vacation Leave Credits**

- D2.02** An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten days at the following rate:
- (a) 15 days annually until the month in which the employee's 8<sup>th</sup> anniversary of service occurs
  - (b) 20 days annually commencing with the month in which the employee's 8<sup>th</sup> anniversary of service occurs
  - (c) 22 days annually commencing with the month in which the employee's 16<sup>th</sup> anniversary of service occurs
  - (d) 23 days annually commencing with the month in which the employee's 17<sup>th</sup> anniversary of service occurs

- (e) 25 days annually commencing with the month in which the employee's 18<sup>th</sup> anniversary of service occurs
- (f) 27 days annually commencing with the month in which the employee's 27<sup>th</sup> anniversary of service occurs
- (g) 30 days annually commencing with the month in which the employee's 28<sup>th</sup> anniversary of service occurs.

**D2.03** For the purpose of paragraph D2.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

#### **Entitlement to Vacation Leave with Pay**

**D2.04** An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the current vacation year.

#### **Provision for Vacation Leave**

**D2.05** In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

- (a) To provide an employee's vacation leave in an amount and at such time as the employee may request
- (b) To schedule vacation leave on an equitable basis
- (c) Not to cancel a period of vacation leave which has been approved, or to recall an employee to duty once the leave has commenced.

#### **Replacement of Vacation Leave**

**D2.06** Where, in respect of any period of vacation leave, an employee is granted:

- (a) Bereavement leave, *or*
- (b) Sick leave on production of a medical certificate, *or*
- (c) Leave with pay because of illness in the immediate family,

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.

#### **Carryover and Liquidation of Vacation Leave**

**D2.07** Where in any vacation year an employee has not used all the vacation leave credited to the employee, the unused portion of vacation leave shall be carried over up to a maximum of 35 days of credits, unless the maximum of 35 days is waived on written agreement of the employee and the Employer. Vacation leave credits in excess of this maximum will be paid out at the rate of pay for the employee's substantive position in effect on the March 31<sup>st</sup> immediately preceding the payout.

**D2.08** During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be compensated at the rate of pay for the employee's substantive position.

### **Recall from Vacation Leave**

**D2.09** Where during any period of vacation an employee is recalled to duty, the employee shall be reimbursed for reasonable and verifiable expenses as normally defined by the Employer:

- (a) For proceeding to the employee's place of duty, *and*
- (b) For returning to the place from which the employee was recalled if the employee resumes vacation upon completing the recall assignment.

**D2.10** The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph D2.09 to be reimbursed for reasonable expenses incurred by the employee.

### **Cancellation of Vacation Leave**

**D2.11** 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.

### **Leave When Employment Terminates**

**D2.12** When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid vacation pay in an amount calculated by multiplying the number of days of earned but unused vacation leave with pay credits by the daily rate of pay for the employee's substantive position on the date of termination of employment.

**D2.13** Notwithstanding paragraph D2.12, an employee who resigns to accept an appointment with another organization in the public service may choose not to be paid for unused vacation leave credits provided that the appointing organization will accept such credits.

**D2.14** Except in cases of termination for disciplinary reasons, the Employer shall grant the employee unused vacation leave credits prior to termination of employment, if the employee so requests.

### **Recovery on Termination**

**D2.15** In the event of 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 rate of pay applicable to the employee's substantive position on the date of termination.

**ARTICLE D-3  
SICK LEAVE**

- D3.01** An employee shall earn sick leave credits at the rate of 1¼ days for each calendar month for which the employee receives pay for at least ten days.
- D3.02** Sick leave with pay shall be granted when an employee is unable to work because of illness or injury provided that:
- (a) The employee satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer, *and*
  - (b) The employee has the necessary sick leave credits.
- D3.03** Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury the employee was unable to perform work shall be considered as meeting the requirements of sub-paragraph D3.02 (a).
- D3.04** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of paragraph D3.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to 25 days subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death, lay-off or incapacity, the recovery of the advance from any monies owed to the employee.
- D3.05** 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.
- D3.06**
- (a) Previously earned but unused sick leave credits shall be restored to an employee whose employment with the Employer was terminated by reason of lay-off and who is appointed within two years from the date of lay-off to a position covered by this collective agreement.
  - (b) Previously earned but unused sick leave credits shall be restored to an employee whose employment in another portion of the public service was terminated by reason of lay-off and who is appointed within one year from the date of lay-off to a position covered by this collective agreement.

**ARTICLE D-4  
INJURY ON DUTY LEAVE WITH PAY**

**D4.01** An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a provincial worker's compensation board that the employee is unable to perform duties because of:

- (a) Personal injury accidentally received in the performance of duties and not caused by the employee's willful misconduct
- (b) Sickness resulting from the nature of employment, *or*
- (c) Exposure to hazardous conditions in the course of employment,

if the employee agrees to pay to the Receiver General for Canada any amount received for loss of wages in settlement of any claim the employee may have in respect of such injury, sickness or exposure.

**ARTICLE D-5  
MARRIAGE LEAVE WITH PAY**

**D5.01** After the completion of one year's continuous employment in the public service, and providing an employee gives the Employer at least five days' notice, the employee shall be granted five days' marriage leave with pay for the purpose of getting married. An employee shall be entitled to marriage leave with pay only once during the employee's total period of employment in the public service.

**D5.02** For an employee with less than two years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

**ARTICLE D-6  
LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES**

**D6.01** For the purpose of this article, family is defined as:

- (a) Spouse (or common-law spouse residing with the employee)
- (b) Dependent children (including children of legal or common-law spouse and foster children residing with the employee)
- (c) Parents (including stepparents or foster parents), *or*
- (d) Any relative permanently residing in the employee's household or with whom the employee permanently resides.

**D6.02** The total leave with pay which may be granted under this article shall not exceed 37½ hours in a fiscal year.



**D6.03** The Employer shall grant leave with pay under the following circumstances:

- (a) To take a dependent family member for medical or dental appointments or for appointments with school authorities or adoption agencies. A dependent family member is a family member who is incapable of attending the appointment unaccompanied. An employee is expected to make reasonable efforts to schedule appointments to minimize the employee's absence from work and must notify the supervisor of the appointment as far in advance as possible.
- (b) To provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration.
- (c) To provide for the immediate needs and temporary care of an elderly member of the employee's family.
- (d) For needs directly related to the birth or to the adoption of the employee's child.

**ARTICLE D-7  
BEREAVEMENT LEAVE WITH PAY**

**D7.01** For the purpose of this article, immediate family is defined as:

- (a) Father, mother, father-in-law, mother-in-law, stepfather, stepmother or foster parent
- (b) Brother, sister
- (c) Spouse (including common-law spouse resident with the employee)
- (d) Child (including child of common-law spouse), stepchild or ward of the employee
- (e) Grandparent, grandchild
- (f) Any relative permanently residing in the employee's household or with whom the employee permanently resides.

**D7.02** When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three days' leave with pay for the purpose of travel related to the death.

**D7.03** An employee is entitled to up to one day's bereavement leave with pay for purposes related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

**D7.04** It is recognized by the parties that the circumstances which call for leave in respect of bereavement vary on an individual basis. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in paragraphs D7.02 or D7.03 or for persons other than those listed in this article.

**ARTICLE D-8  
COURT LEAVE WITH PAY**

- D8.01** Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:
- (a) To be available for jury selection
  - (b) To serve on a jury, *or*
  - (c) By subpoena or summons to attend as a witness in any proceeding held in or before a court, legislature or an administrative tribunal empowered to compel the attendance of witnesses.

**ARTICLE D-09  
PERSONNEL SELECTION LEAVE WITH PAY**

- D9.01** Where an employee participates in a personnel selection process, including the redress process where applicable, for a position in the public service, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is required.

**ARTICLE D-10  
EXAMINATION LEAVE WITH PAY**

- D10.01** Leave with pay to take examinations or defend dissertations may be granted by the Employer to an employee who is not on education leave where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

**ARTICLE D-11  
EDUCATION LEAVE WITHOUT PAY**

- D11.01** An employee may be granted education leave without pay for periods up to one year, which can be renewed by mutual agreement, to attend a recognized institution for study in some field of education to enable the employee to better fill a current or future role with the Employer.
- D11.02** An employee on education leave without pay under this article shall receive an allowance in lieu of salary of up to 100% of basic salary. The percentage and duration of this allowance is at the discretion of the Employer and must be agreed to in writing between the Employer and the employee prior to leave being approved.
- D11.03** An allowance already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such an allowance is to be continued in whole or in part.
- D11.04** As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a

period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:

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

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

**D11.05** Education leave shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

## **ARTICLE D-12 MATERNITY LEAVE WITHOUT PAY**

**D12.01** 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 17 weeks after the termination date of pregnancy.

**D12.02** An employee shall inform the Employer, in writing, of her plan for taking leave with and/or without pay to cover her absence from work due to pregnancy at least four weeks in advance of the initial date of the continuous leave of absence during which termination of pregnancy is expected to occur.

**D12.03** At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

**D12.04** An employee who has not commenced maternity leave may elect to:

- (a) Use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates
- (b) Use sick leave credits up to and beyond the date that the pregnancy terminates, subject to the provisions set out in Article D-3 (Sick Leave). For purposes of this paragraph 4, illness or injury as defined in Article D-3 shall include medical disability related to pregnancy.

**D12.05** Where the employee’s newborn child is born prematurely or is born with or contracts a condition that requires its hospitalization within the period defined in paragraph D12.01 and:

- (a) The employee has not yet commenced maternity leave, *or*
- (b) The employee has commenced maternity leave and then returns to work for all or part of the period during which the child is hospitalized

maternity leave may be suspended and later resumed. However, in no case shall maternity leave extend later than 52 weeks after the termination date of pregnancy.

**D12.06** Maternity leave shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**ARTICLE D-13  
PARENTAL LEAVE WITHOUT PAY**

**D13.01** An employee who becomes or will become a parent through the birth of a child or who commences legal proceedings to adopt a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to 37 consecutive weeks in the 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.

**D13.02** Parental leave taken by a couple, both of whom are employed by the Employer, shall not exceed a total of 37 weeks for both employees combined.

**D13.03** An employee who intends to request parental leave shall notify the Employer, in writing, at least four weeks in advance of the expected date of the birth of the child or the date the child is expected to come into the employee's care.

**D13.04** The Employer may:

- (a) Defer the commencement of parental leave at the request of the employee
- (b) Grant parental leave with less than four weeks notice
- (c) Require an employee to submit a birth certificate or proof of adoption.

**D13.05** Where the employee's child is hospitalized within the period defined in paragraph D13.01 and:

- (a) The employee has not yet commenced parental leave, *or*
- (b) The employee has commenced parental leave and then returns to work for all or part of the period during which the child is hospitalized

parental leave may be suspended and later resumed. However, in no case shall parental leave extend later than 52 weeks after the day on which the child is born or the day on which the child comes into the employee's care.

**D13.06** Parental leave shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**ARTICLE D-14  
LEAVE WITHOUT PAY FOR THE LONG TERM CARE OF A FAMILY MEMBER**

**D14.01** Subject to operational requirements and the conditions set out in this article, an employee shall be granted leave without pay for:

- (a) The care and nurturing of the employee's pre-school age children, *or*
- (b) The long term care of an ill or aged parent or a disabled child or spouse.

**D14.02** Except in the case of urgent and unforeseen circumstances, an employee shall notify the Employer in writing four weeks in advance of the commencement date of leave under this article.

**D14.03** Leave granted under this article shall be for a minimum period of six weeks.

**D14.04** The total leave granted under this article shall not exceed five years during an employee's total period of employment in the public service.

**D14.05** Leave granted under this article for a period of more than three months shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and from the calculation of service for the purpose of calculating vacation leave.

**D14.06** Time spent on such leave in excess of three months shall not be counted for pay increment purposes.

#### **ARTICLE D-15 LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

**D15.01** At the request of an employee, leave without pay for a minimum period of three months and a maximum period of one year shall be granted to an employee whose spouse is permanently relocated and up to three years to an employee whose spouse is temporarily relocated.

**D15.02** The Employer may, at its option, appoint or deploy another person, on an indeterminate basis, to the position that was occupied by the employee.

**D15.03** Leave without pay granted under this article shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not count for pay increment purposes.

#### **ARTICLE D-16 LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

**D16.01** Subject to operational requirements, leave without pay for a period of up to three months will be granted to an employee for personal needs.

**D16.02** Subject to operational requirements, leave without pay of more than three months but not exceeding one year will be granted to an employee for personal needs.

**D16.03** An employee is entitled to leave without pay for personal needs only once under each of paragraphs D16.01 and D16.02 during the employee's total period of employment in the public service. Leave without pay granted under this article may not be used in combination with maternity, or parental leave or leave for relocation of spouse without the consent of the Employer.

**D16.04** Leave granted under paragraph D16.01 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.

**D16.05** Leave without pay granted under paragraph D16.02 shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

**ARTICLE D-17**  
**OTHER LEAVE WITH OR WITHOUT PAY**

**D17.01** At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

**D17.02** Unless otherwise specified in this Agreement, periods of leave without pay under this Article that are in excess of 3 months shall be deducted in their entirety from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave entitlements. An employee’s entitlement to pay increments under B2.03 or B2.04 shall be prorated for the period spent on such leave.

# **SECTION E**

## **OTHER TERMS & CONDITIONS**

**ARTICLE E-1  
PROHIBITION AGAINST DISCRIMINATION AND HARASSMENT**

- E1.01** 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, marital status, mental or physical disability, conviction for which a pardon has been granted or membership or activity in the Institute.
- E1.02** The Institute 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 workplace.
- E1.03** The first level in the grievance procedure shall be waived if the person who would be hearing the grievance is the subject of a complaint submitted pursuant to paragraph E1.01 or E1.02.

**ARTICLE E-2  
RELIGIOUS OBSERVANCES**

- E2.01** The personal and spiritual importance of religious observance is hereby recognized by the parties to this collective agreement. Every reasonable effort shall be made to accommodate employees who request time off work to fulfill an obligation of their particular religious faith. Employees may use banked time credits, vacation leave or compensatory leave or may take leave without pay at their option.

**ARTICLE E-3  
OCCUPATIONAL HEALTH AND SAFETY**

- E3.01** The Employer shall make all reasonable provisions for the occupational safety and health of employees.
- E3.02** The occupational safety and health provisions of Part II of the *Canada Labour Code* apply to the National Energy Board and its employees.

**ARTICLE E-4  
REASSIGNMENT OF PREGNANT OR NURSING EMPLOYEES**

- E4.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the 24<sup>th</sup> week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child.
- E4.02** A request made pursuant to paragraph E4.01 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.
- E4.03** An employee who has made a request pursuant to paragraph E4.01 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 other work 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 modify her job functions or reassign her.

**E4.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

**E4.05** 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 24 weeks after the birth.

**E4.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two weeks notice in writing to the 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 such notice cannot be given. Such notice must be accompanied by a new medical certificate.

#### **ARTICLE E-5 STATEMENT OF JOB DUTIES**

**E5.01** Upon request, an employee shall be entitled to a current statement of the duties and responsibilities of the employee's position, including data relevant to the evaluation of the position's classification level.

#### **ARTICLE E-6 PERFORMANCE REVIEW**

**E6.01** When a formal appraisal of an employee's performance is made, the employee concerned must be given an opportunity to sign the appraisal form upon its completion to indicate that its contents have been read. An employee's signature on the appraisal form shall be considered to be an indication only that its contents have been read and shall not indicate concurrence with the statements contained on the form. A copy of the employee's signed appraisal form shall be provided to the employee.

**E6.02** An employee's performance appraisal will be compiled on behalf of the Employer by the person who is deemed by the Employer to be in the best position to produce a reasonable assessment of the employee's performance.

**E6.03** When an employee disagrees with the performance appraisal, the employee shall have the right to present written counterarguments to the person(s) responsible for the appraisal. The counterarguments will be attached to and filed with the signed performance appraisal form.

**E6.04** Upon request, the employee shall be provided with a copy of any written instructions given to the person conducting the appraisal.

**ARTICLE E-7  
DISCIPLINE**

- E7.01** The purpose of discipline is to maintain those standards of conduct and rules that are desirable or necessary in achieving the goals and objectives of the organization.
- E7.02** A disciplinary measure, in the form of an oral or written reprimand, suspension, financial penalty or termination shall be imposed on an employee for just cause.
- E7.03** The Employer agrees that, prior to imposing discipline, the Employer will undertake an investigation, which includes meeting with the employee in order to provide the employee an opportunity to hear the issues or allegations. The Employer shall endeavor to obtain all other relevant information and shall interview other employees or any witnesses as appropriate. The employee shall have the opportunity to respond to the evidence or allegations from the investigation.
- E7.04** When safety or security concerns exist or when his or her continued presence in the workplace could impede the conduct of the investigation, an employee may be suspended with pay pending conclusion of the investigation which action shall not be considered to constitute discipline within the meaning of this Article.
- E7.05** The Employer shall advise the employee of the results of the investigation and should the Employer determine that disciplinary action is warranted, shall so inform the employee. In the case of an oral reprimand, the employee shall be informed verbally. In the case of more severe discipline, the Employer shall provide the employee a written letter of discipline, at the time of the disciplinary action, stating the grounds on which a disciplinary measure is imposed. An employee's signature on the letter shall be considered to be an indication only that its contents have been read and shall not indicate concurrence with the statements contained on the form.
- E7.06** Employees have the right to representation during the investigation and disciplinary process.
- E7.07** The Employer agrees not to introduce as evidence in a grievance or adjudication hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing a grievance or within a reasonable time thereafter.
- E7.08** Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

**ARTICLE E-8  
PERSONNEL FILES**

- E8.01** Upon written request of an employee, the personnel file of that employee shall be made available once per year for examination in the presence of an authorized representative of the Employer.
- E8.02** When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

**ARTICLE E-9**

## **CAREER DEVELOPMENT AND TRAINING**

- E9.01** Where, in the opinion of the Employer, the activities described in this Article assist the Employer in achieving its goals and are likely to be of assistance in:
- (a) Maintaining and enhancing the employee's professional expertise, *or*
  - (b) Furthering the employee's career development
- an employee shall have the opportunity on occasion to attend conferences, seminars, conventions, training programs or courses offered by a recognized academic institution.
- E9.02** Participation in the activities described in paragraph E9.01 is subject to operational and budgetary considerations, and should be equitably distributed among members of the bargaining unit having regard to specific needs.
- E9.03** An employee on occasion may be granted approval to participate in work exchanges and research projects related to the employee's field of specialization.
- E9.04** Where an employee's participation in a training program requires a significant financial investment on the part of the Employer, the Employer, the employee and the authorized representative of the Institute may enter into an agreement establishing the terms and conditions of the employee's participation including, where deemed necessary, an undertaking on the part of the employee to remain in the service of the Employer for a mutually agreed period of time. Any such agreement will be consistent with the terms of this collective agreement.
- E9.05** An employee participating in activities described in this Article will be reimbursed reasonable expenses including registration fees, tuition and travel expenses.
- E9.06** An employee shall not be entitled to any compensation under Article C-3 (Overtime) or Article C-6 (Travel Time) for participation in activities described in this Article unless such participation was directed by the Employer.

## **ARTICLE E-10 PUBLICATIONS AND AUTHORSHIP**

- E10.01** Given the mandate of the National Energy Board as an administrative tribunal, authorship of NEB publications is not normally attributed to individual employees. However, it is recognized that an employee may prepare within the scope of employment an original article or a professional or technical paper for publication or presentation. The Employer will not unreasonably withhold permission for such publication or presentation.
- E10.02** When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.

**ARTICLE E-11  
EMPLOYMENT REFERENCES**

**E11.01** 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.

**E11.02** The Employer shall secure the consent of an employee before replying to a formal request by a prospective employer outside the Public service for information concerning the performance of the employee.

**ARTICLE E-12  
TELEWORK**

**E12.01** Operational requirements permitting, the Employer will make every reasonable effort to grant an employee's written request to work at an alternate location. Details of the alternate work arrangement shall be agreed and recorded in writing by the Employer and the employee. The alternate work arrangement shall be consistent with the terms of this collective agreement.

# **SECTION F**

## **JOB SECURITY**

**ARTICLE F-1  
TECHNOLOGICAL CHANGE**

- F1.01** 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.
- F1.02** The Employer shall provide as much advance notice to the Institute, as is practicable, of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of one or more employees. The advance notice shall be given in writing.
- F1.03** The written notice provided for in paragraph F1.02 will provide the following information:
- (a) The nature and degree of change, *and*
  - (b) The anticipated date or dates on which the Employer plans to effect change.
- F1.04** The parties will consult as far as possible in advance of the introduction of technological change in order to find ways and means of maximizing the benefits of technological change on operations and minimizing any adverse effects on employees which might result from such changes. Consultation will occur at a joint consultation committee or through such other means as may be agreed to by the Institute and the Employer.
- F1.05** The subject matter for consultation on technological change will include, but not be limited to, the following:
- (a) The effects on employees and the impact on operations
  - (b) The effect the change may be expected to have on working conditions
  - (c) Training and support, *and*
  - (d) The communication plan.
- F1.06** When, as a result of technological change, an employee requires new skills or knowledge in order to perform duties required by the Employer, 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 F-2  
WORKFORCE ADJUSTMENT**

**Preamble**

**F2.01** It is the desire of the Employer to minimize the impact of workforce adjustment situations on indeterminate employees. It is, however, recognized that it is impracticable to guarantee the continuation of a specific position or job. The Employer will make every reasonable effort to deploy or find alternate work with the Employer for employees affected by a workforce adjustment situation. Subject to operational requirements and the willingness and capacity of individual employees to accept retraining, the Employer will make every reasonable effort to reduce the work force through attrition. When this option is not available, the Employer will offer support, in the manner set out in this Article, to those employees for whom no position can be made available.

**Representation**

**F2.02** Employees affected by a workforce adjustment situation have the right to be represented by the Institute throughout the process.

**F2.03** The Employer shall notify the Regional Representative of the Institute, as far in advance as possible, of workforce adjustment situations affecting employees in the bargaining unit, such notice to specify if positions will or will not be available for the employees so affected.

**Identification of Employees Surplus to Requirements**

**F2.04** Where the services of one or more employees are no longer required by reason of a lack of work, the discontinuance of a function or the transfer of work or a function outside the National Energy Board, the Employer shall identify those employees occupying positions in the affected occupation(s) in the affected business unit(s) who are subject to lay off and may declare those employees to be surplus to requirements.

**Notification to Employees**

**F2.05** The Employer shall notify, in writing, those employees deemed to be surplus to requirements that their services will no longer be required, including information on the reasons for the decision, and identify the scheduled date of surplus.

**F2.06** Notification pursuant to paragraph F2.05 will be given as far in advance as possible, but no later than 120 days in advance of the scheduled date of surplus.

**F2.07** The Employer shall inform and counsel surplus employees as to their entitlements and options as early as possible following notification and shall continue to work with them throughout the process.

**Job Offer or Deployment**

**F2.08** Where practicable, the Employer will offer surplus employees:

- (a) Appointment to an available position with the National Energy Board for which they are qualified, *or*
- (b) Where no such position is available and subject to the conditions set out in paragraphs F2.12 to F2.15, an alternate position with the National Energy Board for which the employee is considered to be retrainable.

**F2.09** The Employer will make every effort to identify the position to be offered in accordance with sub-

paragraph F2.08 (a) at the time that the employee is declared surplus, although it is recognized that there may be instances where an employee is guaranteed a reasonable job offer with the position being identified within a reasonable time after notification of surplus status.

**F2.10** Appointment of a surplus employee to an alternate position, with or without the requirement for retraining, shall normally be at a level equivalent to that previously held by the employee but this does not preclude appointment to a lower level. If appointed to a position at a lower level, the employee shall be accorded salary protection pursuant to paragraph F2.48 of this article.

**F2.11** An employee who refuses a reasonable job offer made in accordance with paragraph F2.08 shall become subject to lay-off one month after refusal or on the surplus date, whichever is later. Such employee will be entitled to severance pay in accordance with paragraph B5.02 of Article B-5 but will not be entitled to the options set out in paragraph F2.16.

### **Retraining**

**F2.12** The offer of an alternate position in accordance with sub-paragraph F2.08 (b) shall be contingent on the ability of the employee to meet the essential requirements for and to substantially perform the work of the identified position within six months from the date of deployment to such position or such longer period as may be mutually agreed.

**F2.13** The employee will be offered an appointment to the alternate position conditional on successful completion of retraining and a retraining plan shall be included in the letter of offer. The retraining plan shall specify the training time period cited in paragraph F2.12. During the period of training, the Employer will review the employee's progress on a periodic basis as specified in the training plan. Continuation of the training plan is subject to satisfactory progress being made by the employee.

**F2.14** Employees accepting such a conditional offer shall be declared qualified and appointed to the position on an indeterminate basis after having successfully completed the specified training.

**F2.15** Should the employee not be able to substantially perform the duties of the new position within the period identified in the training plan, the employee shall be laid off with one month notice. Upon lay off, the employee shall be entitled to severance pay pursuant to paragraph B5.02 of Article B-5 and, where applicable, to a payment equivalent to the number of weeks of salary to which the employee would be entitled pursuant to paragraph F2.22 less the total number of weeks elapsed between the date of deployment to the new position and the date of lay-off up to a maximum of 26 weeks of salary.

### **Options Where Job Offer or Deployment Not Available**

**F2.16** Employees who are not in receipt of a job offer in accordance with paragraph F2.08 at the time of notification of surplus status shall have a 90 day period, known as the "transition period", in which to consider and select one of the following four options:

**Option 1:** Departure support if they offer to resign and, for the purposes of this Article, be considered as immediately laid-off upon resignation.

**Option 2:** Educational support equivalent to the departure support and the career allowance as described in paragraph F2.24 for the employee to go on leave without pay for a maximum period of two years in order to attend a learning institution.



**Option 3:** Subject to the conditions set out in paragraphs F2.27 to F2.32, substitution with another non-surplus employee who volunteers to resign and be considered as immediately laid off in place of the identified surplus employee.

**Option 4:** A 12 month surplus priority period in which to secure a job offer or deployment within the National Energy Board or in other parts of the public service.

- F2.17** Employees failing to select an option within the 90 day transition period will be deemed to have chosen Option 4. Employees cannot change options once having advised the Employer of their choice.
- F2.18** During the transition period, the employee will be expected to actively seek information about entitlements and obligations, to assess their own personal and career situation, to develop personal and career plans, to make a decision in respect to the options set out in paragraph F2.16 and to advise the Employer as to the option which they will select.
- F2.19** During the transition period, the employee may be required to complete work assignments, due regard being given to the employee's obligations pursuant to paragraph F2.18.
- F2.20** During the transition period, the Employer will designate a Human Resources Advisor to be a resource and consistent contact for the employee for the purpose of providing information and assistance throughout the process.
- F2.21** During the transition period, surplus employees will have access to up to \$1,000 for financial and career counseling, including professional advisory services in determining job market opportunities, the identification of opportunities to enhance occupational knowledge and skills related to the employee's qualifications, the identification of entrepreneurial venture opportunities and the development of an entrepreneurial business plan.

### **Option 1: Departure Support**

- F2.22** Employees selecting Option 1 will, upon being laid off, become entitled to a departure support payment based upon the employee's continuous years of service in the public service as calculated in the table set out in paragraph F2.52.
- F2.23** Employees selecting Option 1 will also be entitled to severance pay pursuant to paragraph B5.02.
- F2.24** In the two year period immediately following lay-off, employees selecting Option 1 will also be entitled to a career allowance, in an amount not exceeding \$8,000, for reimbursement of receipted expenses for tuition, books and mandatory equipment associated with enrolment in a learning institution or for financial, legal or other professional or technical advisory services related to entrepreneurial ventures.
- F2.25** An employee selecting Option 1 will relinquish priority rights for reappointment in the public service upon acceptance of resignation by the Employer.
- F2.26** Employees who receive a reasonable job offer with the National Energy Board or who accept employment in any other part of the federal public service, at any time before they accept Option 1, shall become ineligible for the departure support payment or the career allowance.

## **Option 2: Educational Support**

- F2.27** Employees selecting Option 2 Educational Support will be entitled to the departure support payment and the career allowance specified in paragraph F2.24. The career allowance must be used only for educational purposes
- F2.28** Employees selecting Option 2 will be placed on leave without pay for a maximum period of two years in order to attend a learning institution.
- F2.29** The departure support may be paid in one or two lump sum amounts over a maximum two year period.
- F2.30** The employee may continue to be a member of the public service benefit plans and contribute both the Employer and employee share to the benefit plans and the Public Service Superannuation Plan.
- F2.31** At the end of the two year leave without pay period, the employee will be laid off and be paid severance pay pursuant to paragraph B5.02 unless the employee has found alternate employment in the public service.
- F2.32** The Employer will determine the departure date for the employee choosing this option.
- F2.33** Employees who fail to provided proof of enrolment at a learning institution within 12 months after starting their leave without pay period will be deemed to have resigned from the public service and will be paid severance pay pursuant to paragraph B5.02.

## **Option 3: Substitution**

- F2.34** Where feasible, the Employer will consider the substitution of a non-surplus employee who volunteers to resign and be immediately laid off in place of an identified surplus employee. Where a surplus employee indicates an interest in substitution, the Employer will assist the surplus employee to identify substitution opportunities.
- F2.35** Substitution would normally be between employees at the same level but this does not preclude substitution with a volunteering employee at a lower level. The surplus employee must meet the requirements of the volunteering employee's position including the competency requirements and, where applicable, the language requirements and have the ability to perform the required duties satisfactorily.
- F2.36** The substitution must occur on a given date at which time the volunteering employee will be struck off strength.
- F2.37** Upon resignation, the volunteering employee will become entitled to either Option 1 or Option 2 and severance pay pursuant to paragraph B5.02 of Article B-5.
- F2.38** In respect of substitution under this article, no provision shall be made for a "domino effect" or for "future considerations".
- F2.39** For the purpose of clarity, substitution can only occur if the employee can be deployed without retraining except for a reasonable period of orientation and the substitution results in a net reduction in the number of employees.

#### **Option 4: Surplus Priority Period**

- F2.40** The surplus priority period is the twelve month period immediately following the scheduled date of surplus identified in the notification issued pursuant to paragraph F2.05. During the surplus priority period, the employee will remain an employee of the National Energy Board until the earlier of appointment to a position in the public service, resignation or the expiration of the surplus priority period. However, the employee choosing this option will not be required to report to the work place after the scheduled date of surplus or such earlier date as may be agreed between the employee and the Employer.
- F2.41** During the surplus priority period, the employee is expected to be actively seeking employment within or outside the public service. The employee will be accorded a full opportunity to be considered for positions within the public service and the Employer shall reimburse reasonable expenses incurred to attend interviews in this respect.
- F2.42** Should the employee be successful in obtaining employment in the public service, the obligations of the Employer, including the payment of salary, cease as of the effective date of appointment except that relocation costs will be borne by the Employer consistent with its Relocation Policy.
- F2.43** Employees who decline a reasonable offer of a job in the public service shall be laid off one month following the declination of the job offer with entitlement to severance pay pursuant to paragraph B5.02 of Article B-5 but without entitlement to the options set out in paragraphs F2.22, F2.27 or F2.34.
- F2.44** For the purposes of paragraph F2.43, a reasonable job offer is an offer of indeterminate employment either:
- (a)** With the Employer, normally at an equivalent level but not precluding a lower level with salary protection pursuant to paragraph F2.48 of this article, *or*
  - (b)** Within the federal public service in the province of Alberta where the maximum of the salary range of the new position is no less than the employee's current salary on the date of the offer and all benefits including recognition of years of service for the definition of continuous service and accrual of benefits including sick leave credits, severance pay and accumulated vacation leave credits are transferred to that Employer.
- F2.45** Should the employee be successful in obtaining employment outside the public service, the employee shall resign effective on the business day immediately prior to the commencement of new employment by the employee. The obligations of the Employer, including the payment of salary, shall cease upon resignation except that the employee shall be entitled to severance pay pursuant to paragraph B5.02 of Article B-5. Employees who fail to advise the Employer of the commencement of new employment will be liable for repayment of salary and associated expenses borne by the Employer during any period of the new employment.
- F2.46** During the surplus priority period, the employee remains under the obligations set out in the Code of Conduct, including conflict of interest guidelines.
- F2.47** Employees remaining on strength will be laid off at the expiration of the surplus priority period and be paid severance pay pursuant to paragraph B5.02 of Article B-5.

### **Salary Protection**

**F2.48** Employees appointed to a lower level position under this article shall have their salary protected. Employees will continue to enjoy salary protection until such time as they are appointed or deployed to a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus.

### **Transfer of Work or Functions Outside the Public Service**

**F2.49** In the event of a transfer of work or a function to an organization outside the public service, employees who transfer with the work or function and accept employment with the new organization where

- (a) Their salary will be greater than 85% of their salary with the Employer, *and*
- (b) The new organization has a defined benefits pension plan, *and*
- (c) The new organization provides coverage in each area of the following core benefits: health benefits, long-term disability insurance and dental plan

will not be entitled to the departure support payment or the career allowance specified in paragraphs F2.23 and F2.25 but will be entitled to a sum equivalent to thirteen weeks pay in addition to severance pay pursuant to paragraph B5.02.

**F2.50** In situations where the employee's salary with the new organization will be less than the employee's current salary with the National Energy Board, the employee will be paid a top-up lump sum payment equivalent to the difference between their weekly salary with the Employer at the time of transfer and their weekly salary with the new organization multiplied by 78 weeks.

### **Grievance Procedure**

**F2.51** Grievances arising out of the interpretation or application of this article will be presented at the final level only.

## Departure Support Payments

**F2.52** Departure support payments are based upon the employee's continuous years of service in the public service as follows:

| Years Of Service | Departure Support Payment in weeks of salary | Years Of Service | Departure Support Payment in weeks of salary | Years Of Service | Departure Support Payment in weeks of salary | Years Of Service | Departure Support Payment in weeks of salary |
|------------------|--|------------------|--|------------------|--|------------------|--|
| 0                | 10   |                  |  |                  |  |                  |  |
| 1                | 22   | 12               | 44   | 23               | 52   | 34               | 37   |
| 2                | 24   | 13               | 46   | 24               | 52   | 35               | 34   |
| 3                | 26   | 14               | 48   | 25               | 52   | 36               | 31   |
| 4                | 28   | 15               | 50   | 26               | 52   | 37               | 28   |
| 5                | 30   | 16               | 52   | 27               | 52   | 38               | 25   |
| 6                | 32   | 17               | 52   | 28               | 52   | 39               | 22   |
| 7                | 34   | 18               | 52   | 29               | 52   | 40               | 19   |
| 8                | 36   | 19               | 52   | 30               | 49   | 41               | 16   |
| 9                | 38   | 20               | 52   | 31               | 46   | 42               | 13   |
| 10               | 40   | 21               | 52   | 32               | 43   | 43               | 10   |
| 11               | 42   | 22               | 52   | 33               | 40   | 44               | 7  |
|                  |  |                  |  |                  |  | 45               | 4  |

# **SECTION G**

## **PART-TIME EMPLOYEES**

**ARTICLE G-1  
PART-TIME EMPLOYEES**

**Definition**

**G1.01** “Part-time employee” means a person whose normal scheduled hours of work are less than 37 ½ hours per week but not less than 12 ½ hours per week.

**Hours of Work**

**G1.02** Upon the written request of the part-time employee, a part-time employee’s normal scheduled hours of work may be greater than 7½ but no more than 10 hours in a day.

**G1.03** Part-time employees shall be paid at a straight-time rate in the following circumstances:

- (a) For employees who regularly work less than 7½ hours in a day, all work performed up to 7½ hours in a day and up to 37½ hours in a week.
- (b) For employees who regularly work more than 7½ hours in a day, all work performed up to their regularly scheduled hours of work and for all hours worked up to 37½ hours in a week.

**Banked Time**

**G1.04** Part-time employees may accumulate and use banked time credits in accordance with Article C-2 except that the provisions of paragraph C2.03 do not apply in respect of part-time employees.

**Overtime**

**G1.05** Part-time employees who work hours in excess of those stipulated under G1.03 shall be entitled to overtime pursuant to Article C-3 except that, in respect of work on a day of rest, paragraph C3.05 applies only in a week when a part-time employee has worked a minimum of 37½ hours in the week.

**G1.06** Subject to paragraph G1.05, a part-time employee who is required to work overtime shall be paid overtime as specified by Article C-3.

**Designated Holidays**

**G1.07** A part-time employee shall not be paid for the designated paid holidays but shall instead be paid a premium of 4.6% for all straight-time hours worked.

**Leave General**

**G1.08** Leave will only be provided during those periods in which employees are scheduled to perform their duties.

**Pro-rating of Benefits**

**G1.09** Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compared with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

**Vacation Leave**

**G1.10** For each calendar month in which a part-time employee receives pay for at least twice the number of hours in the employee's normal work week, such employee shall earn vacation leave credits at the rate established in Article D-2 (Vacation Leave) prorated based on the percentage of the employee's normal work week to that of a full-time employee.

**Sick Leave**

**G1.11** For each calendar month in which a part-time employee has received pay for at least twice the number of hours in the employee's normal work week, such employee shall earn sick leave credits at the rate of one-quarter of the number of hours in that employee's normal work week.

**Vacation and Sick Leave Administration**

**G1.12** In the application of paragraphs G1.10 and G1.11, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of straight time hours worked calculated on a monthly basis.

**G1.13** 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.

**Bereavement Leave**

**G1.14** In the application of Article D-7 (Bereavement Leave), there shall be no prorating of the number of days specified therein.

**Severance Pay**

**G1.15** Notwithstanding the provisions of Article B-5 (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 for the employee's substantive position on the date of termination to produce the severance pay benefit.



# **SECTION H**

## **LABOUR RELATIONS**

**ARTICLE H-1  
INSTITUTE REPRESENTATIVES**

- H1.01** The Employer acknowledges the right of the Institute to appoint employees as representatives to act on behalf of the Institute for purposes of representing individual employee and bargaining unit concerns.
- H1.02** The Institute shall notify the Employer in writing of the names and jurisdiction of its representatives.
- H1.03** (a) A representative shall obtain the permission of the immediate supervisor before leaving work to investigate employee complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the supervisor when resuming normal duties.
- (b) Where practicable, when management requests the presence of a representative at a meeting, such request will be communicated to the representative's supervisor.
- (c) A representative shall not suffer any loss of pay when permitted to leave work pursuant to this paragraph.

**ARTICLE H-2  
MEMBERSHIP INFORMATION**

- H2.01** The Employer agrees to provide each employee with a copy of this Agreement and any amendments thereto.
- H2.02** The Employer shall ensure that employees have access to all policies and authorities which establish terms and conditions of employment applicable to the bargaining unit.
- H2.03** The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list shall:
- (a) Include the name, classification and business unit of each employee;
- (b) Identify employees who have entered the bargaining unit, left the bargaining unit or commenced leave without pay for a period greater than three months;
- (c) Identify those employees who have temporarily left the bargaining unit.

**ARTICLE H-3  
USE OF EMPLOYER FACILITIES**

- H3.01** The Employer recognizes the mutual benefits of providing the Institute reasonable access to its facilities and, on request, may permit:
- (a) An accredited representative access to the Employer's premises
- (b) Use of meeting rooms when available

- (c) Use of bulletin board space and electronic communication systems, *and*
- (d) Storage of Institute files and literature.

Such permission shall not be unreasonably withheld.

**H3.02** The Employer reserves the right to withdraw access to its facilities as it deems reasonable and necessary.

#### **ARTICLE H-4 JOINT CONSULTATION**

**H4.01** The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest including, wherever possible, contemplated changes in conditions of employment or working conditions not governed by this Agreement.

**H4.02** Consultation committees are prohibited from agreeing to items which would alter any provision of this Agreement.

**H4.03** Consultation committees shall be composed of mutually agreeable numbers of employee and Employer representatives. Committee meetings shall normally be held during working hours.

**H4.04** Employees attending Consultation Committee meetings shall be protected against any loss of normal pay by reason of their attendance.

#### **ARTICLE H-5 DISPUTE RESOLUTION – GRIEVANCE PROCEDURE**

##### **Preamble**

1. The Employer and the Institute share a desire to resolve disputes or disagreements wherever possible through co-operative processes characterized by prompt and open discussion and creative problem-solving. These processes include informal discussions between employees and their supervisors and between the Institute and the Employer.
2. The Employer and the Institute urge employees to attempt to resolve issues and concerns as early as possible and to use the remedy process most appropriate to their problem. The parties are committed to establishing an environment in the workplace where use of problem-solving processes is viewed as an essential element of due process and effective human resource management.
3. The Employer recognizes that employees have a right to present a grievance or to use other appropriate problem-solving processes and shall not seek by intimidation or threat to cause an employee to abandon a grievance or to refrain from exercising their rights.

## **Employee-Supervisor Meeting**

**H5.01** The parties encourage informal discussion between employees and their supervisors to resolve problems without recourse to a formal grievance. The parties may, where appropriate and requested, provide assistance to help facilitate a resolution of the problem acceptable to employees and their supervisors. While discussion must begin within the time limit prescribed in paragraph H5.08, it is agreed that the period required to conduct discussions shall not count as elapsed time for the purpose of grievance time limits.

## **Grievance Procedure**

- H5.02** (a) Subject to and as provided in Section 208 of the *Public Service Labour Relations Act*, an employee who feels treated unjustly or aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in this Article, except where another administrative procedure for redress is provided by or under any Act of Parliament, such procedure must be followed in lieu of presenting a grievance.
- (b) Where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Institute.

**H5.03** There shall be two levels in the grievance procedure. These levels shall be as follows:

- (a) **First Level:** Responsible Business Leader or, where agreed by the parties, the Chief Operating Officer;
- (i) The purpose of this level is to provide disclosure of information relating to the problem or disagreement which will facilitate open discussions and the exploration of a voluntary resolution acceptable to all parties to the grievance. Where agreed by the parties, problem-solving options such as a joint mediation committee or external mediator may be used.
- (ii) A reply at this level shall report either that the grievance has been resolved, including the terms of resolution, or that it has not been resolved. In the latter case, the reply shall also include an agreed statement of facts and issues.
- (b) **Final Level:** Chief Operating Officer or, where the Chief Operating Officer has replied at the first level, the Chairman of the National Energy Board.
- (i) A final level reply shall include a written statement of the reasons for the decision.

**H5.04** Where it appears that the nature of the grievance is such that a decision cannot be given below the final level, the first level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Institute. Where the Employer terminates an employee, the grievance shall be presented at the final level only.

## **Filing a Grievance**

- H5.05** (a) An employee who wishes to present a grievance to the first level of the grievance procedure shall transmit the grievance to the immediate supervisor who shall forthwith provide the employee with a receipt stating the date on which the grievance was received and submit the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level.

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

### **Representation**

- H5.06** If an employee so desires, the employee may be assisted and/or represented by the Institute when using the grievance procedure described in this Article.
- H5.07** Where an employee has been represented by the Institute in the presentation of a grievance, the Employer will provide the representative of the Institute with a copy of the Employer's reply at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

### **Time Limits**

- H5.08** An employee may present a grievance in the manner prescribed in paragraph H5.05 not later than 30 calendar days after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.
- H5.09** An employee may present a grievance at the final level of the grievance procedure within 30 calendar days after the reply at the first level has been conveyed in writing to the employee.
- H5.10** The Employer shall normally reply to an employee's grievance at either the first level or the final level of the grievance procedure within 30 calendar days of the submission or transmission of the grievance.
- H5.11** (a) Where the provisions of paragraph H5.05 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to National Energy Board headquarters.  
(b) Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the griever may present the grievance at the final level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- H5.12** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Institute representative.

### **Abandonment of a Grievance**

- H5.13** Any employee who fails to present a grievance to the final level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the employee's control, the employee was unable to comply with the prescribed time limits.
- H5.14** An employee may by written notice to the employee's immediate supervisor abandon a grievance at any level of the grievance procedure.

## Non-Adjudicable Grievances

**H5.15** Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.

## Adjudication

**H5.16** Where an employee has presented a grievance up to the final level in the grievance procedure with respect to:

- (a) The interpretation or application in respect of the employee of a provision of this Agreement or related arbitral award, *or*
- (b) Disciplinary action resulting in termination of employment, suspension or a financial penalty,

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

**H5.17** An employee is not entitled to refer to adjudication a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an arbitral award unless the Institute signifies in the prescribed manner its approval of the reference of the grievance to adjudication and its willingness to represent the employee in the adjudication proceedings.

## Arbitration

**H5.18** In the case of a grievance relating to termination of employment or demotion pursuant to paragraph 12(2)(d) of the *Financial Administration Act*, an employee, or the Institute acting on the employee's behalf, may by written notice given to the Employer no later than 60 calendar days after the earlier of

- (a) The day on which the employee receives a reply at the final level, *or*
- (b) The last day on which the Employer is required to reply to a grievance at the final level,

refer the dispute for final and binding determination to a mutually agreed arbitrator in accordance with the provisions of paragraph H5.19. If the parties cannot agree to a mutually acceptable arbitrator, the parties will seek a recommendation for an arbitrator from the Chairperson of the Public Service Labour Relations Board. Where no written notice is given to the Employer within the time limits prescribed in this paragraph, a dispute may not be referred for arbitration.

- H5.19**
- (a) The arbitrator shall convene a hearing to consider the oral submissions of the parties and may receive written submissions as required.
  - (b) Where the arbitrator considers reinstatement of an employee, the arbitrator shall hear and give due consideration to representations from the parties concerning the merits of reinstatement.
  - (c) Subject to sub-paragraph (b), the arbitrator shall have the same authority and powers as a person appointed to hear and adjudicate on grievances under the *Public Service Labour Relations Act*.
  - (d) The fees and expenses of the arbitrator shall be borne equally by the Employer and the employee. Where the employee is represented by the Institute, the Institute shall be

responsible for the employee's share of such fees and expenses.

## **ARTICLE H-6 LEAVE FOR LABOUR RELATIONS**

**H6.01** The Employer will grant leave with pay to an employee called as a witness by any board or panel established pursuant to the *Public Service Labour Relations Act* in relation to any process related to collective bargaining or the resolution of disputes related to collective bargaining.

**H6.02** Where operational requirements permit, the Employer will grant leave with pay:

- (a) To an employee who presents a grievance and an employee who is representing an employee in a matter under grievance for the purpose of:
  - (i) Meeting to discuss the grievance
  - (ii) Meeting with the Employer in connection with the grievance.
- (b) To an employee who is party to an adjudication or who is called as a witness at adjudication.
- (c) To an employee who is party to a complaint made pursuant to section 190 of the *Public Service Labour Relations Act* or who is called as a witness in any hearing established to examine and inquire into a complaint.
- (d) To an employee who is called as a witness by the Institute before any board or panel established pursuant to the *Public Service Labour Relations Act* in relation to any process related to certification, collective bargaining or the resolution of disputes related to collective bargaining.
- (e) To an employee acting as an Institute representative to attend meetings with management or training sessions concerning Employer-employee relations sponsored by the Employer.

**H6.03** Where operational requirements permit, the Employer will grant leave without pay:

- (a) To employees acting as Institute representatives in collective bargaining to attend meetings related or preparatory to bargaining
- (b) To employees who are called as a witness in proceedings related to an application for certification
- (c) To employees attending meetings and conventions conducted under the constitution and by-laws of the Institute
- (d) To employees attending training sessions, sponsored by the Institute, related to their duties as Institute representatives

# **SECTION I**

## **DURATION OF AGREEMENT**

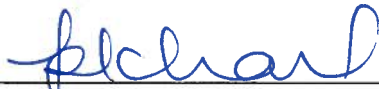



**ARTICLE I-1  
DURATION OF AGREEMENT**


- II.01** The duration of this Agreement shall be from July 1, 2007 to October 31, 2011
- II.02** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.
- II.03** This Agreement may be amended or any provision waived only by mutual consent. If either party wishes to amend or vary this Agreement, it shall give notice to the other party and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice, or after such longer period as the parties may agree. Where mutual consent is not given to amend or waive a provision, the existing provision of the Agreement continues to apply.

SIGNED AT CALGARY, ALBERTA THIS 01 DAY OF MAY, 2009.

**FOR: NATIONAL ENERGY BOARD**

  
\_\_\_\_\_  
Pradeep Kharé  
Chief Operating Officer

  
\_\_\_\_\_  
Caroline Kern, Team Leader, Human Resources  
Management Representative


  
\_\_\_\_\_  
Pat Henderson  
Negotiating Team Member


  
\_\_\_\_\_  
Luigi Santoianni  
Negotiating Team Member

  
\_\_\_\_\_  
Jock Chmie  
Negotiator


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

  
\_\_\_\_\_  
Gary Corbett  
Acting President

  
\_\_\_\_\_  
Matt Groza,  
Group President

  
\_\_\_\_\_  
David Calvert, Negotiator and Organization and  
Mobilization Officer

  
\_\_\_\_\_  
for Stephen Buszowski  
Negotiating Team Member

  
\_\_\_\_\_  
Michele Labbé  
Negotiating Team Member

  
\_\_\_\_\_  
Monika McPeake  
Negotiating Team Member

  
\_\_\_\_\_  
Lofi-Ann Sharp  
Negotiating Team Member

  
\_\_\_\_\_  
Dave Walker  
Negotiating Team Member

## **Appendix A – Calgary Allowance**

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### **1.0 Provisions of the Arbitral Award [PSLRB file 585-26-21, Award dated October 24, 2008]**

In recognition of retention issues faced by the NEB, specific to the City of Calgary's economic situation, a Calgary Allowance [CA] shall be paid to employees who are members of the bargaining unit as follows:

- (a) effective July 1, 2007 an annual allowance equivalent to 2.5% of the employee's annual rate of pay; and
- (b) effective July 1, 2008, the allowance set out in (a) shall be increased by an amount equal to 2.5% of the employee's annual rate of pay in effect as of July 1, 2008.

The weekly/daily/hourly CA rates shall be calculated in the same manner as contemplated by Article B1.01 of the collective agreement and paid to full-time employees on a bi-weekly basis and to part-time employees for all straight-time hours worked by the employee during the pay period.

Employees required to perform the duties of a higher classification level and who qualify for acting pay, will be paid the allowance based on the acting rate of pay.

This allowance does not form part of the employee's salary and will not be used in calculating the rate of pay on promotion, transfer or deployment, nor will it be used in calculating the 4% vacation pay (for short term employees) or other entitlements such as premium pay in lieu of statutory holidays (for part-time employees). It will not be used in the calculation of the weekly rate of pay for purposes of maternity or parental premiums under the Supplementary Unemployment Benefits Plan nor paid for periods of leave without pay nor form part of educational allowances.

The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of the arbitral award.

Payments of this allowance are subject to the usual statutory deductions.

### **2.0 Continuation of the Calgary Allowance to October 31, 2011**

- (a) The Calgary Allowance shall continue for the period November 1, 2009 to October 31, 2011. Specifically, for this period employees shall receive a Calgary Allowance the value of which shall be calculated as 4.95% of an employee's annual salary rate.
- (b) The Allowance will expire with the Collective Agreement on October 31, 2011.

### **3.0 Pension Aspects of the Allowance**

The Calgary Allowance is not pensionable.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE NATIONAL ENERGY BOARD**

(hereinafter called "The Employer")

**AND**

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

(hereinafter called "The Institute")

**IN RESPECT OF A MARKET ALLOWANCE**

**Preamble**

In an effort to reduce retention and recruitment problems the Employer will provide a Market Allowance to all employees in Operational job families from NEB 8 to NEB 12. The Operational job families are: Economics & Financial Analysts, Environmental, Socio-Economic and Lands, Market Analysts, Safety & Engineering, Supply Analysts and Team Leaders in operational positions.

**Market Allowance**

All Operational employees shall be entitled to a Market Allowance in accordance with their substantive level based on the following:

| NEB Level | Annual Market Allowance |
|-----------|-------------------------|
| 12        | \$17,000                |
| 11        | \$12,000                |
| 10        | \$8,000                 |
| 9         | \$5,000                 |
| 8         | \$5,000                 |

**Application**

All employees identified by the Employer as Operational shall be eligible to receive the Market Allowance in two (2) semi-annualized payments each year, subject to the following conditions:

## **Appendix B**

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- (1) The Market Allowance shall be prorated based on each month for which employees are both actively employed and paid by the employer. Active employment shall be deemed to occur when an employee is paid by the Employer for at least ten (10) days in any given month. Employees must be actively employed on the following two eligibility dates to qualify for the Market Allowance: December 31 and June 30. Employees who are on leave with pay for longer than three (3) months shall no longer be deemed to be actively at work. Employees who are on a leave without pay are not considered actively at work.
- (2) Part-time employees shall be entitled to a Market Allowance in the same proportion as their normal scheduled weekly hours of work as compared with the normal weekly hours of work of full-time employees.
- (3) Employees who have had their positions reclassified shall receive the Market Allowance applicable to their new classification, as of the effective date of the reclassification, notwithstanding the provisions of B4.03 and F2.48.
- (4) An Employee who is working in a position that is eligible for the Market Allowance as of the date of this Agreement and who is subsequently seconded temporarily to a position that is not eligible for the Market Allowance shall continue to receive his/her Market Allowance.
- (5) Employees must be employed on the scheduled payment days to be eligible for the Market Allowance payment on those days.
- (6) The Market Allowance is subject to statutory deductions.
- (7) The payment of the Market Allowance will be prorated for those employees who have been performing in an Operational job for that part of the payment period these duties were being performed.
- (8) The Market Allowance specified above does not form part of salary.
- (9) The Market Allowance is pensionable.

### **Expiration**

This Letter of Understanding shall expire at the same time as the collective agreement, on October 31, 2011.

Appendix B

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SIGNED AT CALGARY, ALBERTA THIS 01 DAY OF May, 2009

**FOR: THE NATIONAL ENERGY  
BOARD**



Pradeep Kharé  
Chief Operating Officer



Caroline Kern,  
Team Leader, Human Resources

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



David Calvert,  
Negotiator and Organization and Mobilization  
Officer



Matt Groza  
Group President

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE NATIONAL ENERGY BOARD**

(hereinafter called "The Employer")

**AND**

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

(hereinafter called "The Institute")





**IN RESPECT OF A PERFORMANCE PAY PLAN**

**Preamble**

In an effort to reduce retention and recruitment problems, the Employer has established a Performance Pay Plan for which all employees are eligible.

**Performance Pay**

All employees shall be eligible for Performance Pay based on the following table provided they achieve a performance rating of Performing or higher:

| NEB Level | Total Maximum Payout | Individual<br>(Max 60% of Total Payout) |          |             | Corporate Performance<br>(Max 40% of Total Payout)                                   |   |   |   |
|-----------|----------------------|---|----------|-------------|--|---|---|---|
|           |                      | Performing                              | Superior | Outstanding |  |  |  |  |
| 12        | \$15,570             | 5,200                                   | 7,270    | 9,340       | 6,230  | 5,420   | 4,550   | 3,740   |
| 11        | \$11,840             | 4,270                                   | 5,690    | 7,100       | 4,740  | 4,130   | 3,460   | 2,850   |
| 10        | \$8,660              | 3,030                                   | 4,330    | 5,200       | 3,460  | 3,010   | 2,530   | 2,090   |
| 9         | \$5,770              | 1,920                                   | 2,700    | 3,460       | 2,310  | 2,010   | 1,690   | 1,390   |
| 8         | \$3,290              | 1,320                                   | 1,650    | 1,970       | 1,320  | 1,160   | 970   | 800   |
| 7         | \$2,920              | 1,170                                   | 1,460    | 1,750       | 1,170  | 1,020   | 860   | 710   |
| 6         | \$2,600              | 1,040                                   | 1,290    | 1,560       | 1,040  | 900   | 760   | 630   |
| 5         | \$2,300              | 920                                     | 1,150    | 1,380       | 920  | 810   | 680   | 560   |
| 4         | \$2,040              | 820                                     | 1,020    | 1,220       | 820  | 720   | 610   | 490   |
| 3         | \$1,820              | 730                                     | 900      | 1,090       | 730  | 640   | 540   | 440   |
| 2         | \$1,610              | 650                                     | 800      | 960         | 650  | 570   | 470   | 390   |
| 1         | \$1,440              | 580                                     | 720      | 860         | 580  | 500   | 420   | 350   |

## Appendix C

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### Application

All National Energy Board employees shall be eligible to receive Performance Pay based on the fiscal year of employment, subject to the following conditions:

- (1) The Performance Pay for which employees are eligible shall be prorated based on each month for which employees are both actively employed and paid by the Employer. Active employment shall be deemed to occur when an employee is paid for at least ten (10) days in any given month. Employees who are on leave with pay for longer than three (3) months shall no longer be deemed to be actively at work. Employees who are on a leave without pay are not considered actively at work.
- (2) New employees hired on or before December 1 in any fiscal year shall be eligible for prorated Performance Pay. Employees hired after December 1 each year shall not be eligible for performance pay in respect of that fiscal year.
- (3) Part-time employees shall be eligible for Performance Pay in the same proportion as their normal scheduled weekly hours of work as compared with the normal weekly hours of work of full-time employees. Employees on Pre-Retirement Transition Leave are not considered Part-time for the purposes of this provision.
- (4) Employees who have had their positions reclassified or who have been moved to another level shall receive the Performance Pay applicable to their new classification, as of the effective date of the reclassification, notwithstanding the provisions of paragraph B4.03 of Article B-4 of the collective agreement.
- (5) Employees who are acting in a higher level position for a period of four (4) months or more shall receive pro rated performance pay at the higher level for the duration of the acting assignment.
- (6) Performance Pay shall at all times be paid based on complete months. For purposes of this Letter of Understanding, in circumstances where an Employee's classification changes mid month (e.g. acting, reclassification, promotion, etc.), the Employee shall be deemed to have commenced work in the new classification on the first day of that month provided the Employee spent at least half of the month working in the new classification. Otherwise, the Employee will be deemed to have started in the new classification on the first day of the following month.
- (7) Employees temporarily seconded internally with the Employer shall not experience a reduction in Performance Pay as a result of such secondment.

## Appendix C

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- (8) Employees must be employed (actively or inactive) on March 31 of any given year, to be eligible to receive Performance Pay for that fiscal year.
- (9) Performance Pay is subject to statutory deductions.
- (10) The Performance Pay specified above does not form part of salary.
- (11) Performance Pay is pensionable.
- (12) Performance appraisals will be based on the fiscal year.
- (13) Employee's appraisals shall be based on an employee's performance throughout the fiscal year.
- (14) An Employee's performance rating may form the subject of an individual grievance but, in accordance with s.214 of the *Public Service Labour Relations Act*, the decision of the Employer at the final level in the grievance process is final and binding and no further action may be taken on it under the *PSRLA*.
- (15) The Employer reserves absolute discretion to determine the extent to which corporate performance objectives have been met.

### **Expiration**

This Letter of Understanding will expire with the collective agreement on October 31, 2011, subject to the obligations and conditions that are necessary to complete the Performance Pay Plan for the previous fiscal year.

It is recognized that the parties have entered into this Letter of Understanding in consideration of the extraordinary circumstances related to recruitment and retention and have done so without prejudice. Neither party may rely on this Letter of Understanding as support for any position it may adopt at arbitration.



Appendix C

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SIGNED AT CALGARY, ALBERTA THIS 07 DAY OF MAY, 2009

FOR THE NATIONAL ENERGY  
BOARD



Pradeep Kharé  
Chief Operating Officer



Caroline Kern,  
Team Leader, Human Resources

FOR THE PROFESSIONAL  
INSTITUTE OF THE PUBLIC SERVICE  
OF CANADA



David Calvert,  
Negotiator and Organization and Mobilization  
Officer



Matt Groza  
Group President

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE NATIONAL ENERGY BOARD**

(hereinafter called "The Employer")

**And**

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

(hereinafter called "The Institute")

**Whereas** the Employer is faced with various recruitment issues as a result of the Alberta labour market;

**And Whereas** the Employer requires certain flexibility in order to attract new hires;

**Therefore** the parties agree to the following:

1. Notwithstanding Article B-6, nothing precludes the employer from providing for travel and relocation benefits over and above those provided under the NJC Directives.
2. Such exception to the NJC Directives shall apply only to new hires and shall be at the discretion of the employer.

**Signed at Calgary, Alberta this 2<sup>nd</sup> day of October, 2007.**

**National Energy Board**

Original signed by Caroline Kern

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

Original signed by Jim Bart

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