

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN NUCLEAR SAFETY COMMISSION

AND

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

Effective from April 1, 2011 to March 31, 2014

13983 (03)

INDEX

Article 1	Purpose	1
Article 2	Definitions	2
Article 3	Official Text	4
Article 4	Application and Recognition	5
Article 5	Management Rights	6
Article 6	No Discrimination	7
Article 7	Hours of Work	8
Article 8	Overtime, Call-Back and Standby	10
Article 9	Travelling Time	13
Article 10	Compensation for Overtime, Travelling Time, Standby and Call-Back	15
Article 11	Designated Paid Holiday	16
Article 12	Vacation Leave	18
Article 13	Sick Leave	23
Article 14	Parental and Family-Related Leave/Maternity Allowance	24
Article 15	Other Leave With or Without Pay	27
Article 16	Leave – General	30
Article 17	Severance Pay	31
Article 18	Career Development and Training	33
Article 19	Check-Off	36
Article 20	Use of Employer Facilities	38

Article 21	Information	40
Article 22	Leave for Staff Relations	41
Article 23	Resolution of Problems	43
Article 24	Joint Consultation	48
Article 25	Discipline	49
Article 26	Employee Performance Review and Employee Files	50
Article 27	Safety and Health	51
Article 28	Technological Change	52
Article 29	Part-Time Employees	53
Article 30	Health and Insurance Benefits	55
Article 31	Publications and Authorship	56
Article 32	Registration Fees	57
Article 33	Pay Administration	58
Article 34	Employees on Industrial Premises	62
Article 35	Contracting Out	63
Article 36	Duration	64
Article 37	Agreement Re-opener	65
Appendix 1	Salary Grids	66
Appendix 2	Maternity and/or Parental Leave without Pay	67
Appendix 3	Maternity and/or Parental Allowance	70

MOU 1	Banked Time	74
MOU 2	Employer Policies	75
MOU 3	Workforce Adjustment	76
MOU 4	Hours of Work	80

****Asterisks denote changes from the previous Collective Agreement.**

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Canadian Nuclear Safety Commission (the Employer or CNSC), the employees and the Professional Institute of the Public Service of Canada (the Institute or the Union) and to set forth certain terms and conditions of employment relating to remuneration, hours of work and other terms and conditions affecting employees of the bargaining unit.
- 1.02 The parties to this Agreement share a desire to maintain professional standards and to promote the well-being and increased efficiency of employees of the bargaining unit with a view to ensuring that the use of nuclear energy in Canada does not pose undue risk to health, safety, security and the environment consistent with the mandate of the Employer:
- (a) to regulate the development, production and use of nuclear energy, the production, possession, transport and use of nuclear substances and radiation devices;
 - (b) regarding its responsibility for the CNSC's programs and policies, the management of its financial and human resources and its information, physical and information technology assets, communications and information management;
 - (c) to licence the export and import of controlled nuclear and nuclear-related items, implement bilateral nuclear cooperation and safeguards agreements, manage research and development on International Atomic Energy Agency safeguards and advise on the development and application of non-proliferation and safeguards policy;
 - (d) regarding its responsibility for programs, initiatives and actions concerning CNSC regulatory effectiveness, efficiency, operations and management of the *Nuclear Safety and Control Act* and regulations.
- 1.03 The parties are determined to establish and foster an effective working relationship within the framework provided by law.
- 1.04 Nothing in this Agreement shall be construed as an abridgment or restrictions of an employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

ARTICLE 2 – DEFINITIONS

2.01 For purposes of this Agreement:

“*annual rate of pay*” means the rate of pay applicable to the employee in accordance with Appendix 1 of the collective agreement (« taux de rémunération annuelle »);

“*bargaining unit*” means the unit of employees for which the Institute is recognized as the bargaining agent as described in Article 4 of the collective agreement (« unité de négociation »);

“*common-law spouse*” refers to a person living in a conjugal relationship with an employee for a continuous period of at least one year (« conjoint de fait »);

“*continuous employment*” has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations* on the date of signing this Agreement as if an employee of the Canadian Nuclear Safety Commission were appointed to a position under Schedule 1, Part I of the *Public Service Staff Relations Act* (« emploi continu »);

“*daily rate of pay*” means an employee’s annual rate of pay divided by 260.88 (« taux de rémunération quotidien »);

**“*designated paid holiday*” means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in the agreement (« jour férié désigné payé »);

**“*day of rest*” in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform duties other than by reason of the employee being on leave (« jour de repos »);

“*employee*” means a person so defined by the *Public Service Labour Relations Act* and who is a member of the bargaining unit (« employé »);

“*employer*” means Her Majesty in right of Canada as represented by the Canadian Nuclear Safety Commission (« employeur »);

“*hourly rate of pay*” means an employee’s annual rate of pay divided by 1956.6 (« taux de rémunération horaire »);

“*Institute*” means the Professional Institute of the Public Service of Canada (« Institut »);

“*Institute representative*” means an employee elected or appointed to act on behalf of the Institute, and includes a Steward (« représentant de l’Institut »);

“*membership dues*” means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy (« cotisations syndicales »);

“*part-time employee*” means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37 ½) hours per week but not less than twelve and one-half (12½) hours per week (« employé à temps partiel »);

“*straight-time rate*” means the employee’s hourly rate of pay (« taux des heures normales »);

“*time and one-half*” means one and one-half (1 ½) times the employee’s hourly rate of pay (« tarif et demi »);

“*weekly rate of pay*” means an employee’s annual rate of pay divided by 52.176 (« taux de rémunération »).

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

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

and

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

ARTICLE 3 – OFFICIAL TEXT

- 3.01 Both the English and the French texts of this Agreement shall be considered official texts, having equal force except where a difference in interpretation arises, the language in which the provision of the collective agreement was negotiated shall prevail.

ARTICLE 4 – APPLICATION AND RECOGNITION

- 4.01 **The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Labour Relations Board on the 5th day of January 2012. For greater clarity, the bargaining unit is all CNSC employees, in classification REG1 to REG8, save and except employees working in the Human Resources Directorate (with the exception of REG5 and REG6 Learning Officers/Specialists), the Office of the President, and Legal Services and who are not excluded from collective bargaining by law or determination of the Board, performing duties pursuant to the mandate of CNSC and described in Article 1.02, but does not include students.
- 4.02 “Student” means a person hired in accordance with the Employer's “Student Employment Policy”.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 All 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 6 – NO DISCRIMINATION

- 6.01 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.
- 6.02 The Institute and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

ARTICLE 7 – HOURS OF WORK

**General

7.01 (a) The normal work week shall consist of thirty-seven decimal five (37.5) hours over a five-day period, and the scheduled work day shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period. All employees, unless the employee is taking authorized leave or is otherwise advised by the Employer, are expected to be at work from at least 9:00 to 15:15 from Monday to Friday inclusive.

(b) For the purposes of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. A day is a twenty-four (24) hour period commencing at 00:01 hours.

Days of Rest

7.02 An employee will be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.

Time-Accounting Report

7.03 All employees must complete a Time-Accounting Report accurately detailing the time worked based on the Time-Accounting Code guide relevant for the period in question. To enable the CNSC to meet its cost-recovery obligations, all employees must submit the Time-Accounting Report as soon as possible following the period in question as prescribed by the Employer.

Banked Time

7.04 At the request of an employee and with prior approval of the Employer, an employee may elect to work in excess of his or her normal hours of work either on a normal work day or on a day of rest or designated holiday and to accumulate these extra hours on a straight-time basis. Such accumulation of extra hours shall be on productive work.

7.05 Banked-time credits shall be based on fifteen (15) minutes increments and may not exceed fifteen (15) hours per month. The cumulative total of banked-time credits may not exceed seventy-five (75) hours per calendar year.

7.06 Accumulated banked-time credits will be taken as time off with pay at times requested by the employee and as approved by the Employer. An employee shall

be required to accumulate sufficient banked-time credits prior to taking time off.

There will be no administrative advance of credits. Banked time shall not be converted to payment in cash at any time.

7.07 An employee who qualifies for another form of leave with pay may substitute banked-time leave for such leave.

7.08 Where employees have not used their accumulated banked-time credits at the end of the calendar year, a maximum of seven and one half (7 ½) hours may be carried over into the next calendar year, for utilization at the earliest opportunity.

Work at Home

7.09 The Parties agree that there may be mutual benefit in permitting employees to perform work at home. At the employee's request and subject to operational requirements, the Employer may grant an employee's request to work at home. Details of the alternate work arrangement shall be agreed and recorded in writing by the Employer and the employee. The alternate work arrangement shall be consistent with the terms of this Agreement.

ARTICLE 8 – OVERTIME, CALL-BACK AND STANDBY

Overtime

- 8.01 (a) Overtime is defined as pre-authorized time worked by a full-time employee on a day of rest, on a designated paid holiday or on a regularly scheduled workday in excess of seven and one half (7 ½) hours.
- (b) Compensation under this Article shall not be paid in respect of attendance at courses, training sessions, conferences and seminars unless so provided for in Article 18 (Career Development and Training).
- (c) Travel time shall be governed by Article 9.
- (d) All calculations for overtime shall be based on each completed period of fifteen (15) minutes.
- 8.02 **All employees required to work overtime shall be compensated as follows:
- (a) on a regular scheduled workday at the rate of one and one-half (1 ½) time for the first seven decimal five (7.5) overtime hours worked and at the rate of double (2) time for all hours of overtime in any contiguous period in excess of the first seven decimal five (7.5) hours;
- (b) on days of rest at the rate of one and one-half (1 ½) time for the first seven decimal five (7.5) overtime hours worked and double (2) time thereafter except, that when an employee is required by the Employer to work on two (2) or more consecutive and contiguous days of rest the employee shall be compensated on the basis of double (2) time for all hours worked on the second and each subsequent day of rest;
- (c) on a designated paid holiday, at the rate of one and one-half (1 ½) time for the first seven decimal five (7.5) hours worked and double (2) time thereafter; or
- (d) when an employee works on a designated paid holiday, contiguous to a day of rest on which the employee also worked, the employee shall be compensated on the basis of double (2) time for each hour worked.
- 8.03 Except in cases of emergency, call-back, 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 Meal Allowance

- 8.04 (a) An employee who works four (4) or more hours of overtime immediately before or immediately following scheduled hours of work shall be reimbursed for one meal in the amount of \$10.50, 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.
- (b) When an employee works overtime continuously extending three (3) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of \$10.50, except where free meals are provided.
- (c) Sub-clauses 8.04 (a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

Call-Back

- 8.05 Where an employee completes a call-back requirement without being required to leave the location at which the employee was contacted, the minimum of three (3) hours provided in sub-clause 8.06 (a) shall be replaced by a minimum of one (1) hour, which shall apply only once in respect of each one-hour period.
- 8.06 **When an employee is called back and is required to report to a place of work to perform duties not previously scheduled, the employee shall be entitled to the greater of:
- (a) a minimum of three (3) hours pay at the applicable overtime rate,
- or
- (b) compensation at the applicable rate of overtime for the actual hours worked.

Employees called back to work under this clause will be entitled to reimbursement of the mileage allowance at the rate normally paid to an employee when authorized by the Employer to use a personal automobile or out-of-pocket expenses for commercial transportation, as applicable.

Duty Officers

- 8.07 (a) The Employer may designate employees as Duty Officers. The Duty

Officer must be available on a 24-hour basis through a telephone answering service, must be capable of returning to work as quickly as possible if called and must be fit for duty. For the purposes of this Article “fit for duty” means being physically and mentally capable of performing all job duties in an effective manner.

- (b) **Duty officers are eligible for compensation under Article 8.05 and Article 8.06.

8.08 An employee who performs Duty Officer duties will be compensated as per the Standby provisions under article 8.10.

Standby

8.09 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.

8.10 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 (1/2) hour of pay for each four (4) hour period or portion thereof of standby duty. No payment shall be made where the employee is unable to perform work when required.

8.11 In areas and in circumstances where the Employer deems that electronic communication devices are both practicable and efficient, they will be provided without cost to those employees designated to perform standby duty.

No Pyramiding

8.12 The parties agree that there shall be no pyramiding of premium rates.

ARTICLE 9 – TRAVELLING TIME

9.01 When the Employer requires an employee to travel for the purpose of performing duties the employee shall be compensated in the following manner:

- (a) on a normal working day on which an employee travels but does not work, the employee shall receive regular pay for the day.
- (b) on a normal working day on which an employee travels and works, the employee shall be paid:
 - (i) regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 ½) hours,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 ½) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay in any day, calculated at the straight-time rate.
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum payment of twelve (12) hours pay, calculated at the straight-time rate.

9.02 For the purpose of clause 9.01, the travelling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- (b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the 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 travelling time shall not exceed that which would have been payable under the Employer's original determination. Such request shall not be unreasonably denied;

- (d) when an employee travels through more than one (1) time zone, computation will be made as if the employee had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.
- 9.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.
- 9.04 **Travelling time shall include time necessarily spent at each stop-over en route provided that such stop-over does not include an overnight stay.
- 9.05 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in Article 18 (Career Development and Training).

Travel Status Leave

- 9.06 An employee who is required to travel outside his or her headquarters area on government business as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with seven decimal five (7.5) additional hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.
- 9.07 The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- 9.08 This leave with pay is deemed to be compensatory leave and is subject to the article 8.04.
- 9.09 The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

**ARTICLE 10 – COMPENSATION FOR OVERTIME, TRAVELLING TIME,
STANDBY AND CALL-BACK**

- 10.01 Upon application by the employee and with the approval of the Employer, compensation earned under Articles 8 and 9, with the exception of overtime meal allowances, may be taken in the form of compensatory leave or pay, which will be calculated at the applicable premium rate laid down in these Articles.
- 10.02 Compensatory leave earned under Articles 8 and 9 which is carried over from a previous fiscal year and outstanding on September 30th of the next fiscal year shall be paid out within six weeks of the commencement of the first pay period after September 30th, unless carried over by mutual agreement. Such payments shall be made at the employee's rate of pay in effect on March 31st of the fiscal year in which the leave was earned.
- 10.03 When a payment in cash is being made, the Employer will endeavour to make such payment within six weeks following the end of the pay period for which the employee requests payment.
- 10.04 In order to maintain operational requirements, the Employer reserves the right to schedule an employee's leave earned under Articles 8 and 9, but shall make every reasonable effort to provide an employee's leave in an amount and at such time as the employee may request.

ARTICLE 11 – DESIGNATED PAID HOLIDAYS

General

11.01 Subject to clause 11.02, the following days shall be designated paid holidays for employees:

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

and

- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

11.02 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 22 (Leave for Staff Relations).

Designated Paid Holiday Falling on a Day of Rest

- 11.03 When a day designated as a paid holiday under Article 11.01 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.
- 11.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of Article 11.03 and the employee is required to work:
- (a) on the original designated holiday, the employee shall be compensated as if he/she had worked on a day of rest;
 - (b) on the day to which the holiday was moved, the employee shall be compensated as if he/she had worked on a designated paid holiday;

in accordance with the provisions of Article 8.

ARTICLE 12 – VACATION LEAVE

Vacation Year

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

Accumulation of Vacation Leave Credits

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

- (a) fifteen (15) days annually until the month in which the employee's fourth (4th) anniversary of service occurs;
- (b) sixteen (16) days annually until the month in which the employee's fifth (5th) anniversary of service occurs;
- (c) seventeen (17) days annually until the month in which the employee's sixth (6th) anniversary of service occurs;
- (d) eighteen (18) days annually until the month in which the employee's seventh (7th) anniversary of service occurs;
- (e) nineteen (19) days annually until the month in which the employee's eighth (8th) anniversary of service occurs;
- (f) twenty (20) days annually commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (g) twenty-one (21) days annually commencing with the month in which the employee's tenth (10th) anniversary of service occurs;
- (h) twenty-two (22) days annually commencing with the month in which the employee's twelfth (12th) anniversary of service occurs;
- (i) twenty-three (23) days annually commencing with the month in which the employee's fourteenth (14th) anniversary of service occurs;
- (j) twenty-four (24) days annually commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (k) twenty-five (25) days annually commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

- (l) twenty-six (26) days annually commencing with the month in which the employee's twentieth (20th) anniversary of service occurs;
 - (m) twenty-seven (27) days annually commencing with the month in which the employee's twenty-second (22nd) anniversary of service occurs;
 - (n) twenty-eight (28) days annually commencing with the month in which the employee's twenty-fourth (24th) anniversary of service occurs;
 - (o) twenty-nine (29) days annually commencing with the month in which the employee's twenty-sixth (26th) anniversary of service occurs; and,
 - (p) thirty (30) days annually commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.
- 12.03 (a) Notwithstanding Article 12.02, at the date of employment, an indeterminate employee who had an annual leave entitlement above fifteen (15) days with a previous employer may be granted the same entitlement, as long as the following criteria are met:
- (i) the prior period of employment at a former employer can not be separated by a break in employment of more than one (1) year;
 - (ii) the employee satisfies the Employer of their entitlements from their previous employer; and
 - (iii) the entitlement from the previous employer does not exceed thirty (30) days, in which case the entitlement shall be reduced to that level.
- (b) These provisions will also apply to term employees hired for more than six (6) months or, if the period is less than six (6) months, at the time they become indeterminate employees.
 - (c) For the purposes of determining entitlement under Article 12.02 above, the employee will be deemed to have reached the minimum anniversary of service in which the annual leave entitlement normally accrues and will accrue additional annual leave from this deemed date of service.
 - (d) **Effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of annual leave entitlements.

Entitlement to Vacation Leave With Pay

12.04 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 (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

Provision for Vacation Leave

12.05 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; and
- (b) not to recall an employee to duty after the employee has proceeded on vacation leave.

Replacement of Vacation Leave

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

- (a) is granted bereavement leave,
or
- (b) is granted sick leave on production of a medical certificate,
or
- (c) is granted 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.

Carry-Over of Vacation Leave

12.07 (a) 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 two times (2x) their current annual vacation leave credits. Vacation leave credits in excess of this maximum will be paid out at the rate of pay for the employee's substantive position in effect on the March 31st immediately preceding the payout, subject to

availability of funds.

(b) Liquidation

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

Recall From Vacation or Compensatory Leave

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

(a) in proceeding to the employee's place of duty,

and

(b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the recall assignment, after submitting such accounts as are normally required by the Employer.

12.09 The employee shall not be considered as being on vacation or compensatory leave during any period in respect of which the employee is entitled under 12.08 to be reimbursed for reasonable expenses incurred by the employee.

Cancellation of Vacation Leave

12.10 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

12.11 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the daily rate of pay for the employee's substantive

position on the date of termination of employment.

- 12.12 Where the employee requests and subject to operational requirements, the Employer may grant the employee unused vacation leave credits prior to termination of employment.

Recovery on Termination

- 12.13 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.

One-Time Vacation Leave Credit

- 12.14 (a) After the completion of one (1) year's continuous employment with either the Canadian Nuclear Safety Commission or the Federal Public Service or its agencies, employees shall be credited with a one-time entitlement of thirty-seven and a half (37.5) hours of vacation leave with pay.
- (b) The vacation leave credits provided in clause 12.14 (a) shall be excluded from the application of paragraph 12.07 (a) dealing with the Carry-over of Vacation Leave.

ARTICLE 13 – SICK LEAVE

- 13.01 An employee shall earn sick leave credits at a rate of one and one-quarter (1 ¼) days for each calendar month for which the employee receives pay for at least ten (10) days.
- 13.02 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.
- 13.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 13.02 (a).
- 13.04 Sick leave with pay shall not be granted during any period in which an employee is on leave of absence without pay or under suspension.
- 13.05 If an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, the employee's sick leave credits shall be restored.
- 13.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 13.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

ARTICLE 14 – PARENTAL AND FAMILY-RELATED LEAVE/MATERNITY ALLOWANCE

Maternity and Parental Leave Without Pay

14.01 The terms and conditions governing Maternity and Parental Leave Without Pay are set out in Appendix 2 to this Agreement.

Maternity/Parental Allowance

14.02 The terms and conditions governing the Maternity and Parental Allowance are set out in Appendix 3 to this Agreement.

Leave Without Pay for Care and Nurturing

14.03 Subject to operational requirements, an employee shall be granted leave without pay for the care and nurturing of the employee's pre-school age children; or the long term care of an ill or aged parent or a disabled child or other family permanently residing in the employee's household or with whom the employee permanently resides, in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purpose of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

Leave With Pay for Family-Related Responsibilities

14.04 (a) For the purpose of this clause, family is defined as:

- (i) spouse (or common-law spouse residing with the employee);

- (ii) dependent children (including children of legal or common-law spouse and foster children residing with the employee);
 - (iii) parents (including stepparents or foster parents); or
 - (iv) any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The total leave with pay which may be granted under sub-clause 14.04(c) shall not exceed five (5) days in a fiscal year.
- (c) The Employer shall grant leave with pay under the following circumstances:
- (i) to take a dependent family member for medical or dental appointments or for appointments with school authorities or adoption agencies. A dependent family member is a family member who is incapable of attending the appointment unaccompanied. An employee is expected to make reasonable efforts to schedule appointments to minimize the employee's absence from work and must notify the supervisor of the appointment as far in advance as possible;
 - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
 - (iii) for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
 - (iv) to provide for the immediate or temporary care of an elderly family member/child of the employee's family.

**Leave Without Pay for Relocation of Spouse or Common-Law Spouse

- 14.05 (a) At the request of an employee, leave without pay for a minimum period of three (3) months and a maximum period of one (1) year may be granted to an employee whose spouse or common-law spouse is permanently relocated and up to five (5) years to an employee whose spouse or common-law spouse is temporarily relocated.

- (b) Leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not count for pay increment purposes.

ARTICLE 15 – OTHER LEAVE WITH OR WITHOUT PAY

Validation

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

Bereavement Leave

15.02 For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee may be granted a maximum of up to five (5) working days for bereavement in the employee's immediate family. This leave may be divided in two (2) periods and granted on separate days when the day of the funeral and the service occurred at different times. In addition, the employee may be granted up to three (3) working days with pay for the purpose of travel related to the death.
- (b) An employee is entitled to up to one (1) day's bereavement leave with pay for purposes related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) 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 clause 15.02(a) and (b) or for persons other than those listed in this clause.

Leave Without Pay for Personal Needs

- 15.03 (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.

- (c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave or leave for relocation of spouse without the consent of the Employer.
- (d) Leave granted under (a) shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (e) Leave without pay granted under (b) 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.

Court Leave With Pay

15.04 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.

Injury-on-Duty Leave With Pay

15.05 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 wilful 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 of 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.

Examination Leave

15.06 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.

Other Leave With or Without Pay

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

Personal Leave

- 15.08 (a) An employee shall be granted, in each fiscal year, two (2) days of leave with pay for reasons of a personal nature.
- (b) This leave with pay cannot be transferred from one fiscal year to the next, and has no cash out value.
- (c) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's leave but shall make every reasonable effort to provide an employee's leave in an amount and at such time as the employee may request.

ARTICLE 16 – LEAVE – GENERAL

- 16.01 When an employee who has two or more years of continuous service has been granted more vacation or sick leave with pay than the employee has earned is terminated by death or lay-off, the employee is considered to have earned the amount of leave with pay granted.
- 16.02 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- 16.03 An employee is not entitled to leave with pay during periods the employee is on leave without pay or under suspension.
- 16.04 For the purposes of this Agreement, a day of leave means a maximum of seven and one half (7 ½) hours.

ARTICLE 17 – SEVERANCE PAY

**Effective April 1, 2013 article 17.01 (b) and (c) are deleted from the collective agreement.

17.01 Under the following circumstances and subject to clause 17.02, 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 last day of employment:

(a) **Lay-Off

- (i) On the first lay-off, for the first complete year of continuous employment from the Canadian Nuclear Safety Commission, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment, to a maximum of thirty (30) weeks and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days completed of continuous employment divided by three hundred and sixty five (365).
- (ii) On second or subsequent lay-off from the Public Service, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days completed of continuous employment divided by three hundred and sixty five (365), less any period in respect of which the employee was granted severance pay under 17.01 (a) (i) above.

(b) Resignation

On resignation, subject to clause 17.01 (c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Retirement

On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the Public Service Superannuation

Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days completed of continuous employment (in the current year) divided by three hundred and sixty-five (365) to a maximum of thirty (30) weeks' pay.

(d) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days completed of continuous employment (in the current year) divided by three hundred and sixty five (365) to a maximum of thirty (30) weeks' pay.

(e) Release for Incapacity

When an employee has completed more than one (1) year of continuous employment and is terminated by reason of incapacity, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

(f) Release for Incompetence

Employees who have completed ten (10) years of continuous employment with the CNSC and are released for incompetence shall be paid severance pay equal to one (1) week of pay for each completed year of continuous employment to a maximum of twenty-eight (28) weeks, less any period for which severance pay has already been granted.

17.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit 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 clause 17.01 be pyramided.

**For greater certainty, payments made pursuant to 17.03 to 17.06 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

**Severance Termination

17.03 As of April 1, 2013, severance benefits for resignation and retirement will cease to accumulate but the accumulated severance remains to the employee's credit.

17.04 Subject to 17.02 above, indeterminate employees on April 1, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.

Subject to 17.02 above, term employees on April 1, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

**Terms of Payment

17.05 Options

The employee, within six months of April 1, 2013, has to select one of the following options:

- (a) immediately cash out the accumulated severance pay benefit based on the rate of pay of the employee's substantive position; or
- (b) cash out the accumulated severance pay benefit in part based on the rate of pay of the employee's substantive position, with the remainder to be paid out at the end of employment; or
- (c) defer all payment of accumulated severance pay benefit to the end of employment, which will be calculated based on the rate of pay of the employee's substantive position on the last day of employment.

17.06 Selection of Option

- (a) The employer will advise the employee of his/her years of continuous employment no later than three (3) months following the [cessation of severance benefits for resignation and retirement](#).
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the [cessation of severance benefits for resignation and retirement](#).
- (c) The employee who opts for the option described in 17.05(b) must specify the

number of completed weeks to be paid out pursuant to 17.05(a) and the remainder to be paid out pursuant to 17.05(c).

- (d) An employee who does not advise the Employer of his option will be deemed to have chosen to cash out the accumulated severance pay benefit at the end of employment as per option 17.05(c).

ARTICLE 18 – CAREER DEVELOPMENT AND TRAINING

General

- 18.01 The parties recognize that, in order to maintain and enhance professional expertise, employees need opportunities from time to time to participate in career development and training activities described in this Article. Having regard to specific corporate needs and operational and budgetary considerations, the Employer shall endeavour to equitably distribute participation in such opportunities among members of the bargaining unit.
- 18.02 Annually, the manager and the employee shall discuss a career and professional development plan which may include, without limited the generality of the foregoing: career goals, training needs, professional development needs, activities planned for the coming year and a review of development achievements in the current year.
- 18.03 It is understood that Career and Professional Development issues are an appropriate topic for the Labour Management Consultation Committee.

Professional Development

- 18.04 (a) An employee shall have the opportunity on occasion to attend courses, training sessions, conferences and seminars, and to participate in training programs which support current and future roles required by the Employer.
- (b) An employee on occasion may be granted approval to participate in work exchanges and research projects related to the employee's field of specialization.
- (c) An employee participating in activities under this clause will be reimbursed reasonable expenses including registration fees, tuition and travel expenses (in accordance with the Employer's Travel Policies). An employee invited to participate in a conference in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for their payment of convention or conference registration fees and reasonable travel expenses.
- (d) 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.

- (e) An employee shall not be entitled to any compensation under Article 8 (Overtime, Call-Back and Standby) and Article 9 (Travelling Time) in respect of participation in activities under this clause unless such participation was directed by the Employer and not voluntary on the part of the employee.

Education Leave

- 18.05 (a) An employee may be granted education leave without pay for periods up to three (3) years, to attend a recognized institution for study in some field of education to enable the employee to fill a present or future role related to the needs of the Employer more adequately.
- (b) At the sole discretion of the Employer, an employee on educational leave without pay may receive an educational leave allowance in lieu of salary of up to one hundred per cent (100%) of his or her basic salary provided that, where he or she receives a grant, bursary or scholarship, the educational leave allowance shall accordingly be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship. The percentage 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.
 - (c) 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.
 - (d) If the employee, except with the permission of the Employer, who:
 - (i) fails to pass or complete the course,
 - (ii) does not resume employment with the Employer on completion of the course,

or

- (iii) 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,

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

ARTICLE 19 – CHECK-OFF

- 19.01 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 for that month from subsequent salary.
- 19.02 The Institute shall inform the Employer in writing of the authorized amount to be deducted pursuant to clause 19.01.
- 19.03 For the purpose of applying clause 19.01, deductions from pay for each employee in respect of each month will start with the first full month of employment.
- 19.04 **An employee who satisfies 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.
- 19.05 The amounts deducted in accordance with clause 19.01 shall be remitted monthly to the Institute within a reasonable period of time after deductions are made and shall be accompanied by the employee number and classification and level for each employee and the deductions made on the employee's behalf.
- 19.06 The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application and interpretation 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.

19.07 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such an error within the two (2) pay periods following the acknowledgment of error.

ARTICLE 20 – USE OF EMPLOYER FACILITIES

- 20.01 A duly accredited representative of the Institute may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance or to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. Representatives granted entry shall follow established security procedures.
- 20.02 The Institute shall provide the Employer a list of such representatives and shall advise promptly of any change made to the list.
- 20.03 The Employer shall provide physical bulletin board space for the posting of official Institute notices. Notices or other material shall require prior approval and the Employer shall have the right to refuse the posting of any information that it considers adverse to its interests or the interest of any of its representatives. Such permission shall not be unreasonably withheld.
- 20.04 In the spirit of developing a good working relationship with the Union, the CNSC agrees to grant authorization to NUREG to hold meetings on its premises with the following provisos:
- (a) NUREG is to inform CNSC (Labour Relations) of the reason for any meeting and is to provide Labour Relations with the agenda for the meeting;
 - (b) Union meetings are to be held during the lunch hour or after working hours;
 - (c) Booking for meetings are subject to availability of meeting rooms, and the Union acknowledges that operational requirements shall take priority with respect to meeting room availability; and
 - (d) Management has the right to rescind this privilege at any time.
- 20.05 In the spirit of developing a good working relationship with the Union, the CNSC agrees to provide NUREG an electronic bulletin board on BORIS with the following provisos:
- (a) Electronic mail message, bulletins or other mass communications that are to be posted or mailed internally to all NUREG members shall require approval by the CNSC (Labour Relations);

- (b) The CNSC will have the right to refuse the posting or internal mass mailing of any information that it considers adverse to its interests or the interest of any of its representatives;
- (c) Management has the right to rescind this privilege at any time.

20.06 **The Employer will permit storage and placement of a reasonable quantity of Institute files and literature where space is available as determined by the Employer.

ARTICLE 21 – INFORMATION

- 21.01 The Employer agrees to provide each bargaining unit employee and all employees hired after the date of signing with a copy of this Agreement.
- 21.02 The Employer and the Institute agree to equally share in the costs of translating, printing and binding sufficient copies of this Agreement.
- 21.03 The Employer agrees to supply the Institute on a quarterly basis with an alphabetical list of all employees in the bargaining unit (by business unit and classification) who, during the quarter, have entered the bargaining unit, left the bargaining unit or who commenced leave without pay for a period greater than three (3) months. In the case of an employee temporarily leaving the bargaining unit, the list will so indicate. The list shall also include the home mailing address and home telephone number of the employee in accordance with the Public Service Labour Relations Board decision of July 18, 2008 in Board File No. 561-02-176 (2008 PSLRB 57). The Employer will provide this new information for existing employees within sixty (60) days of the signing of the collective agreement. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees. The bargaining agent shall save the Employer harmless in the event any bargaining unit member files a complaint or grievance or asserts a cause of action against the Employer for either the implementation or administration of this provision.

ARTICLE 22 – LEAVE FOR STAFF RELATIONS

22.01 The Employer acknowledges the right of the Institute to elect or appoint Institute Representatives from amongst the members of the bargaining unit to act on behalf of the Institute. The Institute shall inform the Employer promptly and in writing of the names and roles of its Representatives and of any subsequent changes.

22.02 Where operational requirements permit, the Employer will grant leave with pay:

- (a) **to an employee called as a witness before the Public Service Labour Relations Board, an Arbitration Board, a Public Interest Commission or in an Alternative Dispute Resolution Process by an employee or the Institute;
- (b) to an employee representing the Institute before an Arbitration Board or Conciliation Board, a public interest commission appointed under section 162, an alternate dispute resolution process pursuant to section 182 or on an application for essential services agreement under section 123 of the *Public Service Labour Relations Act*;

and

- (c) to an employee who is a party to an adjudication, who represents an employee who is a party to an adjudication, or who is called as a witness by an employee who is a party to an adjudication.

22.03 Where operational requirements permit, the Employer shall grant leave without pay:

- (a) to an employee who makes a complaint, or to an employee or an Institute Representative who acts on behalf of an employee making a complaint appearing before the Public Service Labour Relations Board pursuant to section 190 of the *Public Service Labour Relations Act*;
- (b) to Institute Representatives to undertake training sponsored by the Institute related to their duties as a Representative;
- (c) to Institute Representatives for purposes of attending contract negotiation meetings on behalf of the Institute or preparatory contract negotiation meetings; and
- (d) to an employee to attend meetings and conventions provided in the Constitution and By-Laws of the Institute.

22.04 The Employer agrees that employees and employee representatives of the Institute performing functions related to staff relations as part of their paid time duties during their normal working hours will suffer no loss of regular earnings. The following staff relations functions will be considered as paid time:

- (a) attendance at training sessions concerning Employer-employee relations sponsored by the Employer;
- (b) the presentation of a grievance to the Employer by an employee;
- (c) attendance at meetings with the Employer at the Employer's request;
- (d) meetings with the Employer at the Employer's request related to Joint Consultation;
- (e) meetings with the Employer related to occupational health and safety; and
- (f) such other meetings where attendance is requested or required by the Employer.

22.05 (a) **Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the headquarters area of such employee and leave without pay when it takes place outside the headquarters area of such employee.

- (b) **The employee and the employee representative of the Institute who are requesting leave with or without pay for performing the activities under 22.05 (a) above must seek prior approval from the Employer and submit a leave request.

ARTICLE 23 – RESOLUTION OF PROBLEMS

Employee-Supervisor Meeting

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

Grievance Procedure

23.02 (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 in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in this Article.

(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.

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

(a) level 1: first level management;

(b) level 2: intermediate level where such level is established within the Employer;

(c) final level: President or authorized representative.

23.04 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level may be eliminated by agreement of the Employer and the employee, and where applicable, the Institute. Where the Employer terminates an employee, the grievance shall be presented at the Final Level only.

23.05 Where a grievance relates to an allegation of sexual harassment and the person designated to hear the grievance is the subject of the complaint, the grievance

shall be heard by another person, as designated by the Employer.

Filing a Grievance

- 23.06 (a) An employee who wishes to present a grievance at a prescribed 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.
- (c) The Employer recognizes that employees have a right to present a grievance or to use the problem-solving processes provided in this Agreement and shall not seek by intimidation or threat to cause an employee to abandon a grievance or to refrain from exercising their rights.

Representation

- 23.07 **An employee may be assisted and/or represented by the Institute when using the grievance procedure described in this Article. The Institute shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.
- 23.08 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

- 23.09 An employee may present a grievance at the First Level no later than thirty-five (35) days after the day on which he or she first becomes aware of the action or circumstances giving rise to the grievance.
- 23.10 Except at the final level, the Employer shall reply to an employee's grievance within twenty (20) days after the date the grievance is presented. Where such decision or settlement is not satisfactory to the employee, or the Employer does not reply within the time frame specified in this Article, he or she may, within fifteen (15) days, submit a grievance at the next higher level.

- 23.11 The Employer shall reply to an employee's grievance at the Final Level within thirty (30) days after the date the grievance is presented at that level.
- 23.12 Where a grievance or a reply is presented by mail, it shall be deemed to have been presented on the day on which it is postmarked and to have been received on the date it is delivered or five (5) business days after it is postmarked, whichever is the earlier.
- 23.13 With the exception of section 23.12, for the calculation of time limits as prescribed in this procedure, the number of days are reflective of calendar days, and for greater certainty includes Saturdays, Sundays and designated paid holidays.
- 23.14 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

- 23.15 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the employee was unable to comply with the prescribed time limits due to circumstances beyond his or her control.
- 23.16 An employee may abandon a grievance by written notice to his or her immediate supervisor.

Non-Adjudicable Grievances

- 23.17 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*.
- 23.18 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 the termination of employment, demotion,

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.

23.19 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.

Group Grievance

23.20 Subject to and as provided in section 215 of the *Public Service Labour Relations Act*, the Institute may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

- (a) In order to present a group grievance, the Institute must first obtain the written consent of each of the employees concerned.
- (b) A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19, provided that a consent is provided to the Employer for each employee identified in the group grievance in the event the said grievance is referred to adjudication.
- (c) Articles 23.02 through 23.19 apply to group grievances, with the carriage of the grievance at all times being the exclusive responsibility of the Institute rather than an employee or employees.

Union and Employer Policy Grievances

23.21 Subject to and as provided in section 220 of the *Public Service Labour Relations Act*, the Employer or the Institute may present a policy grievance to the Institute or the Employer, as the case may be, in respect of the interpretation or application of the collective agreement or arbitral award.

- (a) A policy grievance procedure shall consist of one level.
- (b) Article 23.02 and Articles 23.04 through 23.19 otherwise apply to policy grievances, with the carriage of an Institute grievance being the exclusive responsibility of the Institute rather than an employee or employees.

ARTICLE 24 – JOINT CONSULTATION

- 24.01 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.
- 24.02 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this Agreement.
- 24.03 Joint Consultation Committees shall be composed of mutually agreeable numbers of employee and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

ARTICLE 25 – DISCIPLINE

- 25.01 **Where an employee is required to attend a meeting on disciplinary matters, the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive in writing a minimum of two (2) working days notice of such meeting.
- 25.02 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document or written statement concerning the conduct of an employee unless that employee has been provided with a copy of that document or statement within a reasonable period before that hearing.
- 25.03 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 26 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

Performance Assessments

- 26.01 The Employer will provide a verbal performance assessment on an annual basis, and may at its discretion provide such assessment in a written format.
- 26.02 When a written assessment of an employee's performance is made, the employee shall be provided with a copy and shall be given an opportunity to sign the assessment form to indicate that its contents have been read. The employee's signature shall not be interpreted as concurrence with the statements contained on the form.
- 26.03 When an employee disagrees with a written assessment of the employee's work, the employee shall have the right to provide written counterarguments which shall be attached to the appraisal placed on the employee's personnel file.

Employee Files

- 26.04 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.
- 26.05 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.
- 26.06 **Upon request, an employee shall be entitled to a current and complete work description of the employee's position including the position's classification level and point rating and an organization chart depicting the position's place in the organization.

ARTICLE 27 – SAFETY AND HEALTH

27.01 The Employer shall make all reasonable provisions for the occupational safety and health of employees in accordance with its obligations under Part II of the *Canada Labour Code*.

ARTICLE 28 – TECHNOLOGICAL CHANGE

28.01 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 these changes on operations and minimizing any adverse effects on employees which might result from such changes. Consultation will occur at a Joint Consultation Committee (see Article 24) or through such other means as may be agreed to by the Institute and the Employer.

28.02 When as a result of technological change, an employee is required to attain 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.

ARTICLE 29 – PART-TIME EMPLOYEES

General

29.01 Part-time employees shall be entitled to the benefits provided under this Agreement proportional to 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.

Hours of Work and Overtime

29.02 Part-time employees shall be paid on a straight time hourly rate basis for all work performed up to thirty-seven and one-half (37 ½) hours in a week.

29.03 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one-half (37 ½) hours in the week.

29.04 “Overtime” means work required by the Employer in excess of the normal weekly hours of a full-time employee.

Leave

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

Designated Holidays

29.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four decimal two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.

29.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday in Article 11 of this Agreement, the employee shall be paid time and one-half (1 ½) the hourly rate of pay for all hours worked on the holiday.

Vacation Leave

29.08 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal workweek, at the rate for years of employment established in clause 12.02 (Vacation Leave) and prorated based on the percentage of the

employee's normal work week to that of a full-time employee.

Sick Leave

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

Vacation and Sick Leave Administration

- 29.10 (a) For the purposes of administration of clauses 29.08 and 29.09, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

29.11 Notwithstanding the provisions of Article 17 (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 to produce the severance pay benefit.

29.12 The weekly rate of pay referred to in clause 29.11 shall be the weekly rate of pay to which the employee is entitled for the employee's substantive position immediately prior to the termination of employment.

Bereavement Leave

29.13 For the purposes of Article 15.02, a part-time employee's entitlement shall be prorated to his/her weekly hours of work.

ARTICLE 30 – HEALTH AND INSURANCE BENEFITS

30.01 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 31 – PUBLICATIONS AND AUTHORSHIP

Preamble

31.01 For the purpose of this Article, "publication" shall include:

- (a) scientific and professional papers, articles, manuscripts, monographs, audio and visual products and computer software;

but shall not include:

- (b) documents such as regulations, regulatory documents and regulatory notices.

31.02 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

31.03 The Employer agrees that publications prepared by an employee, within the scope of his employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's sole discretion, recognition of authorship will be given where practicable in departmental publications.

31.04 When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship may be acknowledged on such publication.

31.05 (a) The Employer may suggest revisions to publication and may withhold approval to publish.

- (b) When approval for publication is withheld, if requested by the employee, the authors shall be informed in writing of the reasons.

- (c) Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

ARTICLE 32 – REGISTRATION FEES

- 32.01 The Employer may reimburse an employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.
- 32.02 Where the reimbursement of professional fees is not a requirement for the continuation of the performance of the duties of his/her position the employer may reimburse an employee for his/her membership fee paid to an association relevant to the employee's profession or the profession's governing regulatory body to a maximum of \$300.

ARTICLE 33 – PAY ADMINISTRATION

General

- 33.01 Each employee is entitled to be paid for services rendered according to the salary specified in Appendix 1 for the level of the employee's substantive position. If, during the term of this Agreement, a new classification is established and implemented by the Employer, the Employer shall, before applying the rates of pay to the new levels resulting from the application of the standard, negotiate with the Institute the rates of pay and the rules affecting the pay of employees on their movement to the new levels.
- 33.02 When two or more of the following actions occur on the same date, namely, appointment, pay increment and an adjustment to the salary grid, the employee's rate of pay shall be calculated in the following sequence:
- (a) the employee shall receive the pay increment;
 - (b) the employee's rate of pay shall be revised in accordance with the adjustment to the salary grid.
 - (c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

Acting Pay

- 33.03 (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for at least five (5) consecutive working days, 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.
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

Pay Increment Administration

- 33.04 Effective April 1st, 2007, the pay increment date for an employee, appointed to a position in the bargaining unit on promotion, demotion or from outside the Canadian Nuclear Safety Commission shall be 52 weeks from the date of appointment. All employees, other than an employee whose performance is

evaluated as unsatisfactory, shall be granted a pay increment. For greater clarity, employees whose pay increment date is April 1 as a result of the November 20, 2006 arbitration award and who have not been subsequently promoted or demoted shall retain April 1 as their pay increment date.

Rate of Pay on Promotion or Upward Reclassification

33.05 An employee in the bargaining unit who is promoted or whose position is reclassified to a higher level shall be paid at the rate of pay in the new salary grid which is nearest to the rate the employee was receiving immediately before the promotion or reclassification that gives an increase in pay of not less than 4.0%.

Rate of Pay on Demotion

33.06 On demotion, an employee is paid at the rate of pay in the salary grid 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 Reclassification to a Level with a Lower Maximum Rate

33.07 Where an employee's position is reclassified to a level with a lower maximum rate of pay, the employee is entitled to be paid as follows:

- (a) Should the employee's salary be within the salary band of the new classification of the position, the employee shall be paid the rate of pay nearest but not less than the rate previously received.
- (b) Should the employee's salary exceed the maximum of the range for the new classification of the position, the employee continues to be paid the existing rate of pay until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary or until the position is vacated.
- (c) The employee subject to paragraph (b) above shall receive the equivalent of the economic increase paid in the form of a lump sum payment.

The Employer will make every reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position. In the event that an incumbent subject to paragraph (b) declines an offer of transfer to a position in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

Retroactivity

33.08 Where the rates of pay set forth in Appendix 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 clauses (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 and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee;
- (d) for former employees, or in the case of death, for the former employees’ 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.

Wages

1. Effective April 1, 2011, there shall be a 3.2% market adjustment to all steps of the REG7 (APP/SE) pay band.
2. Effective April 1, 2011, there shall be a 1.75% increase to all levels and steps.
3. Effective April 1, 2012, there shall be a 1.5% increase to all levels and steps.
4. Effective April 1, 2013, there shall be a 2.0% increase to all levels and steps.

The resulting salary schedules are attached as Appendix 1.

ARTICLE 34 – NEW - EMPLOYEES ON INDUSTRIAL PREMISES**

34.01 Employees whose normal duties are performed on the premises of another employer and who are prevented from performing their duties because of a strike or lock-out on that employer's premises, shall report the matter to the Employer and the Employer will consider measures designed to ensure that, so long as work is available, the employees affected are not denied regular pay and benefits to which they would normally be entitled.

ARTICLE 35 – CONTRACTING OUT

35.01 The Employer will continue its past practice in giving all reasonable consideration to continued service at the CNSC of employees who would otherwise become redundant because work is contracted out.

ARTICLE 36 – DURATION

36.01 The duration of this Agreement shall be from April 1, 2011 to March 31, 2014.

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

ARTICLE 37 – AGREEMENT RE-OPENER

37.01 This Agreement may be amended or any provision waived only by mutual consent.

APPENDIX 1 – SALARY GRIDS

April 1, 2011								
LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
REG1	31,362	32,617	33,921	35,278	36,689	38,156	39,683	41,358
REG2	36,617	38,081	39,604	41,187	42,836	44,551	46,332	48,289
REG3	42,748	44,458	46,236	48,084	50,008	52,007	54,089	56,376
REG4	49,907	51,904	53,979	56,138	58,384	60,719	63,149	65,819
REG5	58,096	60,885	63,808	66,870	70,080	73,444	79,155	
REG6	67,830	71,085	74,497	78,074	81,821	85,748	92,411	
REG7 (APP/SE)	81,722	85,643	89,755	94,064	98,578	103,309	111,343	
REG7 (TS)	86,949	91,123	95,497	100,081	104,885	109,918	118,424	
REG8	91,973	96,388	101,015	105,864	110,945	116,270	121,851	127,700

April 1, 2012								
LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
REG1	31,832	33,106	34,430	35,807	37,239	38,728	40,278	41,978
REG2	37,166	38,652	40,198	41,805	43,479	45,219	47,027	49,013
REG3	43,389	45,125	46,930	48,805	50,758	52,787	54,900	57,222
REG4	50,656	52,683	54,789	56,980	59,260	61,630	64,096	66,806
REG5	58,967	61,798	64,765	67,873	71,131	74,546	80,342	
REG6	68,847	72,151	75,614	79,245	83,048	87,034	93,797	
REG7 (APP/SE)	82,948	86,928	91,101	95,475	100,057	104,859	113,013	
REG7 (TS)	88,253	92,490	96,929	101,582	106,458	111,567	120,200	
REG8	93,353	97,834	102,530	107,452	112,609	118,014	123,679	129,700

April 1, 2013								
LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
REG1	32,469	33,768	35,119	36,523	37,984	39,503	41,084	42,818
REG2	37,909	39,425	41,002	42,641	44,349	46,123	47,968	49,993
REG3	44,257	46,028	47,869	49,781	51,773	53,843	55,998	58,366
REG4	51,669	53,737	55,885	58,120	60,445	62,863	65,378	68,142
REG5	60,146	63,034	66,060	69,230	72,554	76,037	81,949	
REG6	70,224	73,594	77,126	80,830	84,709	88,775	95,673	
REG7 (APP/SE)	84,607	88,667	92,923	97,385	102,058	106,956	115,273	
REG7 (TS)	90,018	94,340	98,868	103,614	108,587	113,798	122,604	
REG8	95,220	99,791	104,581	109,601	114,861	120,374	126,153	132,300

APPENDIX 2 – MATERNITY AND/OR PARENTAL LEAVE WITHOUT PAY

Maternity Leave Without Pay

1. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of the pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
2. 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 1 and:
 - (a) the employee has not yet commenced maternity leave without pay;
 - 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 fifty-two (52) weeks after the termination of pregnancy.
3. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
4. 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 13 (Sick Leave). For purposes of this paragraph 4, illness or injury as defined in Article 13 shall include medical disability related to pregnancy.

5. Unless there is a valid reason why the notice cannot be given, an employee shall inform the Employer in writing at least four (4) weeks in advance of the commencement of continuous leave of absence with and/or without pay to cover her absence from work due to pregnancy.

Parental Leave Without Pay

6. An employee who has or will have the care and custody of:
 - (a) a new born child (including the new-born child of a common-law spouse);
 - (b) an adoptive preschool-aged child;
 - (c) an adoptive school-age child, upon demonstrating the child requires special needs.

shall, upon request, be granted parental leave without pay of up to thirty-seven (37) weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care. At the request of the employee and at the discretion of the Employer, the leave may be taken in two periods.

7. Where the employee's child is hospitalized within the period defined in paragraph 6, and:
 - (a) the employee has not yet commenced parental leave without pay;
 - or
 - (d) 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 fifty-two (52) weeks after the day on which the child is born or the day on which the child comes into the employee's care.

8. An employee who intends to request parental leave shall notify the Employer, in writing, at least four (4) 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.

9. The Employer may:
 - (a) defer the commencement of parental leave at the request of the employee;
 - (b) grant parental leave with less than four (4) weeks notice;
 - (c) require an employee to submit a birth certificate or proof of adoption.
10. Parental leave taken by a couple, both of whom are employed by the Employer, shall not exceed a total of thirty-seven (37) weeks for both employees combined.
11. Maternity and 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 annual wage adjustments purposes.

APPENDIX 3 – MATERNITY AND/OR PARENTAL ALLOWANCE

1. An employee who has been granted maternity leave without pay and/or parental leave without pay shall be paid a maternity allowance and/or parental allowance, as described in paragraph 5, in accordance with the terms of the Supplemental Unemployment Benefit Plan provided that he or she has:
 - (a) completed six (6) months of continuous employment before the commencement of maternity and/or parental leave without pay;
 - (b) provided the Employer with proof that she/ he has applied for and is eligible to receive maternity, parental, adoption or paternity benefits under the *Employment Insurance Act* or the Québec Parental Insurance Plan in respect of insurable employment with the Employer; and,
 - (c) signed an agreement with the Employer as set out in paragraph 2.
2. An applicant, under paragraph 1, shall sign an agreement with the Employer, providing:
 - (a) that, unless the return to work is modified and another form of leave is granted by the Employer, she or he will return to work on the expiry date of the maternity leave and/or parental leave;
and
 - (b) that, in addition to any work obligations related to the payment of the maternity and/or parental allowance, she or he will return to work for a period equal to the period for which the maternity and/or parental allowance will be paid.
3. The calculation of time worked in relation to the obligations set out in paragraph 2:
 - (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.

4. An employee who fails to meet the obligations defined in paragraph 2 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 sub-paragraph 2(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 allowance and/or parental allowance proportionate to the number of days not worked in relation to the number of days for which the maternity allowance and/or parental allowance was paid.

5. Maternity allowance payments and/or parental allowance payments made according to Supplemental Unemployment Insurance Benefit Plan will consist of the following:

- (a) Where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits and/or parental benefits, an allowance of ninety-three percent (93%) of the weekly rate of pay for each week of the two (2) week waiting period less any other monies earned during this period.

and/or

- (b) For each week that an employee receives maternity, parental, adoption or paternity benefits under the *Employment Insurance Act* or the Québec Parental Insurance Plan, the difference between the gross weekly amount of the EI benefit he/she is initially eligible to receive and ninety-three percent (93%) of his/her weekly rate of pay less any other monies earned during the period which result in a decrease in EI maternity, parental, adoption or paternity benefits.
- (c) Where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave

without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, at ninety-three percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

6. 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 Employment Insurance or Québec Parental Insurance maternity, parental, adoption or paternity benefits.
7. The maternity allowance and/or parental allowance to which employees are entitled is limited to that set out in paragraph 5. An employee will not be reimbursed for any amount of EI benefits that she or he may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
8. In the calculation of the maternity allowance and/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 maternity leave or parental leave without pay;
 - (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 twenty-six weeks of continuous employment by the number of hours in the work week of a full-time employee.
9. **Notwithstanding paragraph 8(a) and subject to 8(b), if on the day immediately preceding commencement of maternity and/or parental leave without pay, an employee has been on acting assignment for at least four months, the weekly rate shall be the rate the employee was being paid on that day.
10. Where an employee becomes eligible for an annual wage adjustment while in receipt of the maternity allowance and/or parental allowance, payments under paragraph 8 shall be adjusted accordingly.
11. Maternity and/or parental allowance payments made under the sub-plan will neither reduce nor increase the employee's severance pay.
12. The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

Special Maternity and/or Parental Allowance for Disabled Employees

13. An employee who:
- (a) fails to satisfy the eligibility requirement specified in sub-paragraph 1 (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 her or him from receiving Employment Insurance or Québec Parental Insurance maternity, parental, adoption or paternity benefits; and
 - (b) has satisfied all other eligibility requirements specified in paragraph 1,

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

14. An employee shall be paid an allowance under paragraph 13 and, where applicable, paragraph 5 for a combined period of no more than the number of weeks during which she or he would have otherwise been eligible for maternity, parental, adoption or parental benefits under the *Employment Insurance Act* or the Québec Insurance Plan had she/he not been disqualified from the *Employment Insurance Act* of the Quebec Insurance Plan benefit for the reasons described in paragraph 13(a).

MEMORANDUM OF UNDERSTANDING #1 – BANKED TIME

During the course of negotiation, the Institute proposed a new procedure for the generation of banked time. The parties agreed that the Institute's proposal would be implemented on a trial basis.

Accordingly, notwithstanding Articles 7.05 to 7.08, the following procedure regarding banked time will be applicable for the duration of this collective agreement:

1. With the approval of the Employer, an employee may work additional hours in excess of normal hours specified in clause 7.01 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 paragraph 3 herein.
2. Banked-time credits shall be based on fifteen (15) minutes increments. An employee's maximum number of banked credits at any one time may not exceed thirty-seven and one half (37 ½) hours. Banked time cannot be carried over into subsequent calendar years and shall not be converted to payment in cash at any time.
3.
 - (a) 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. Such requests shall not be unreasonably denied.
 - (b) An employee shall be required to accumulate sufficient banked-time credits to account for a period of leave prior to taking such leave.
 - (c) An employee who qualifies for another form of leave with pay may substitute such leave for banked-time leave, to a maximum of thirty-seven and one half (37 ½) hours per calendar year.

This Memorandum of Understanding expires on March 31, 2014.

MEMORANDUM OF UNDERSTANDING #2 – EMPLOYER POLICIES

The Employer agrees that it shall not make any substantial changes to the Employer's Travel Policy. The Employer further agrees that it shall incorporate any changes to travel allowance granted during this period under the Treasury Board - National Joint Council Travel Policy.

Employees at Gentilly and Point Lepreau site offices shall be paid a commuting allowance twice (2x) a year in accordance with the Employer's guidelines. The distance covered in this allowance is the shortest return distance in kilometers between the Employer's site office and the municipal centre of the nearest suitable community, less thirty-two (32) kilometers. In the case of Gentilly site office, the nearest suitable community is Trois-Rivières. In the case of Point Lepreau site office, the nearest suitable community is Saint John.

This Memorandum of Understanding expires on March 31, 2014.

MEMORANDUM OF AGREEMENT #3 – WORKFORCE ADJUSTMENT

The Employer has advised the Institute that it has no present intention of changing the terms and conditions of the Career Transition Policy (section 9.4) in the Employer's Human Resources Manual.

In the event that changes are considered, the Employer agrees that it shall conduct meaningful consultations through the Labour-Management Consultation Committee before any such changes are implemented.

MEMORANDUM OF AGREEMENT #4 – HOURS OF WORK

1. Notwithstanding clause 7.01(a) the Employer may vary the normal weekly and daily hours of work to meet operational needs. In these circumstances, the Employer will make every reasonable effort to notify the employee of the change to working hours at least seven (7) days in advance.
2. An employee whose hours are changed to extend before or beyond 07:00 and 18:00, and has not received at least seven (7) calendar days' advance notice of a change in the employee's hours of work, the employee will receive compensation at the rate of one and one-half (1 ½) time for work performed for the first seven decimal five (7.5) hours of the changed schedule. Subsequent days with altered hours of work shall be paid for at straight time and every effort shall be made by the Employer to ensure that the normal scheduled days of rest are maintained.
3. An employee working hours that were changed to extend before or beyond 07:00 and 18:00 will receive a premium of two dollars (\$2) per hour for each hour worked, including overtime hours, between 18:00 and 07:00. Such premium shall not form part of the basic wage rate or be used in calculating overtime pay. Where the hours of work have been changed, there shall be a two dollar (\$2) premium for each hour worked on Saturday and Sunday exclusive of overtime hours worked.
4. An employee working a normal workday in accordance with the provisions of clause 7.01(a) who is required to work overtime is not eligible to a premium of two dollars (\$2).
5. The Employer will make every reasonable effort not to schedule the commencement of seven decimal five (7.5) working hours within twelve (12) hours of the completion of the employee's previous seven decimal five (7.5) working hours. There shall be a premium of time and one-half where an employee is required to report for work with less than twelve (12) hours rest for hours worked within the twelve (12) hour rest period.

Signed at Ottawa, this 3rd day of June, 2013

Canadian Nuclear Safety Commission

Professional Institute of the Public
Service of Canada

Michael Binder

Gary Corbett

Michel Cavallin

Kofi Crentsil

Josée Derickx

Andrzej Banas

Gerry Frappier

Jocelyne Garland

Miguel Santini

Ben Lootsma

Ginette Simon

Chantal Morin

Tracey Sallie D'Crus

Justin Sigetich

Pippa Gherson

Jamie Dunn