



TERMS AND CONDITIONS OF EMPLOYMENT

FOR EMPLOYEES OF NSERC

June 23rd, 2021

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***Asterisks denote change from the previous TERMS AND CONDITIONS OF
EMPLOYMENT**

INTRODUCTION

The Natural Sciences and Engineering Research Council (NSERC) was established in 1978, by The *Natural Sciences and Engineering Research Council Act*. It is a federal government agency defined as a "departmental corporation" under Schedule II of the *Financial Administration Act* and it is a "separate employer" as defined by the *Federal Public Sector Labour Relations Act* (Schedule 1, Part II).

The purpose of this document is to set forth certain terms and conditions of employment for persons employed by NSERC in order to promote harmonious and mutually beneficial relations between NSERC and its employees. These terms and conditions apply to all NSERC employees, with the exception of the Executive group.

You will find that these terms and conditions compare favourably with those of the Core Public Administration.

This document may be added to or amended as changes occur in the Core Public Administration, or as new NSERC specific terms and conditions are implemented.

These terms and conditions are to be applied by NSERC managers in their day-to-day dealings with employees; however, they will on occasion be adapted to the specific needs of individual situations. NSERC management is committed to fair and equitable employment practices and will continue to strive to provide employees with the necessary working conditions so they can contribute productively to the mission and objectives of NSERC.

In committing itself to these terms and conditions, NSERC expects its employees to recognize that they are in positions of public trust and that they will strive to:

- act with probity and prudence in the use of public resources;
- deliver quality service to the community they serve; and,
- demonstrate honesty, personal integrity and accountability for their actions.

NSERC's employees are its most vital resource in helping it achieve its goals. As an employer, NSERC strives to be fair, open and generous. At the same time, it expects its employees to be accountable for the quality of their work, their ethical conduct and their use of authority and resources.

DEFINITIONS AND INTERPRETATIONS

"NSERC"- "EMPLOYER"- "COUNCIL"

The Natural Sciences and Engineering Research Council as represented by the President, persons whose positions are classified in the Executive (EX) group and those authorized to exercise the authority of NSERC.

"EMPLOYEE"

A person employed by NSERC, except for persons engaged on contract or through temporary help agencies or for whom specific Terms and Conditions apply. The specific definitions of various types of employee (term, casual, full-time and part-time) are the same as those outlined in the NSERC Staffing Policy.

"COMMON-LAW PARTNER"

A "Common-law partner" means a person living in a conjugal relationship with an employee for a continuous period of at least one year (conjoint de fait).

"SPOUSE"

"spouse" will, when required, be interpreted to include "common law partner" (époux).

*"FAMILY"

"family" is defined as father, mother, (or alternatively stepfather, stepmother or foster parent), brother, sister, stepbrother, stepsister, spouse or common-law partner, child, stepchild, foster child or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law; and relative permanently residing in the employee's household or with whom the employee permanently resides.

"ALLOWANCE"

When used in the expressions "meal allowance", "travel allowance" and "mileage allowance" means compensation payable to an employee in addition to the employee's regular remuneration payable for the performance of the duties of the employee's position.

"COMPENSATORY LEAVE"

Means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's letter of appointment on the day immediately prior to the day on which leave is taken.

"CONTINUOUS EMPLOYMENT"

and **"CONTINUOUS SERVICE"** means:

- (i) Uninterrupted employment with the Natural Sciences and Engineering Research Council of Canada and organisations listed in the *Financial Administration Act*, Schedule I, IV and V;
- (ii) A Natural Sciences and Engineering Research Council of Canada employee re-appointed within one (1) year of a layoff, shall retain his/her continuous employment;
- (iii) Where an employee other than a term employee under six months ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his/her periods of employment shall be considered as continuous for the purposes of sick leave and severance pay. The periods of employment shall be considered as continuous for the purpose of vacation leave, except where a person who on leaving the NSERC or the Public Service takes or has taken severance pay, retiring leave or a cash gratuity in lieu thereof.

"DAY OF REST"

In relation to an employee, means a day on which that employee is not ordinarily required to perform the duties of the employee's position other than by reason of being on leave, or absent from duty without permission.

"HOLIDAY"

Means the twenty-four (24) hour period commencing at 0000 hours of a day designated as a paid holiday in these Conditions of Employment.

"LAYOFF"

Has the same meaning as that given to it in the NSERC Workforce Adjustment Policy.

"LEAVE OF ABSENCE"

Means the authorized absence from duty of an employee during the employee's regular or normal hours of work.

"OVERTIME"

Means work performed by an employee in excess of the employee's normal hours of work.

"POSITION"

Means an aggregation of duties, tasks and responsibilities assigned by the Employer to an employee.

For the purpose of calculating a rate of pay as a weekly, daily or hourly rate,

"ANNUAL RATE"

Means the rate for a twelve (12) month period; "weekly rate" means an employee's annual rate divided by 52.176.

"DAILY RATE"

Means an employee's weekly rate divided by the number of days in the work week.

"HOURLY RATE"

Means an employee's weekly rate divided by the number of hours in the work week of the employee's group and level.

ARTICLE 1

PAY ADMINISTRATION

General

- 1.1 Employees are entitled to be paid for services rendered at:
- (a) the pay specified in Appendix "A" for the classification of the position to which they are appointed;
 - or
 - (b) the pay specified in Appendix "A" for the classification prescribed in their instrument of appointment, if that classification and the classification of the position to which they are appointed do not coincide.

Retroactive Pay

- 1.2 Where the rates of pay set out in Appendix "A" are adjusted retroactively:
- (a) "Retroactive period" means the period commencing on the effective date of the retroactive pay adjustment and ending on the day the new pay rates are approved;
 - (b) A retroactive upward revision shall apply to all employees, former employees or in the case of death, the estates of former employees who were employees during the retroactive period;
 - (c) Rates of pay shall be paid in an amount equal to what would have been paid had the pay rates been approved on the effective date of the revision in rate of pay.

Acting Pay

- 1.3.1 When employees are requested in writing to substantially perform the duties of a higher classification level in an acting capacity and perform those duties for at least three (3) consecutive working days and the employee accepts, they shall be paid acting pay calculated from the date on which they commenced to act as if they had been appointed to that higher classification level for the period in which they act. When a day designated as a paid holiday occurs immediately preceding, during or immediately after the qualifying period, the holiday shall be considered as a day worked for the purposes of the qualifying period.
- 1.3.2 Employees who are entitled under the provisions of this Article to receive acting pay shall receive the rate of pay that the employee would be paid on appointment to such higher classification level, as calculated under Article 1.4.

Rate of Pay on Promotion, Demotion or Transfer

- 1.4.1 For the purpose of this Article, a promotion occurs when an employee is appointed to a position that is classified in a higher group than the substantive position held by the employee immediately prior to that appointment.
- 1.4.2 When an employee is appointed to a position and the employee's appointment to that position constitutes a promotion, the salary on appointment is determined by adding the progression increment, i.e., the fixed percentage increase for the group the employee is appointed to (calculated from the minimum), to his/her current substantive salary, rounded to the nearest dollar. If this amount is less than the minimum rate of pay for the group the employee is appointed to, the employee will receive the minimum rate of pay. Where the salary for the position to which the appointment is made is governed by performance pay, the employee will receive an amount equal to at least four percent (4%) of the maximum rate of pay for the position to which he or she is appointed, rounded to the nearest dollar.
- 1.4.3 An employee is demoted where the employee is appointed to a position that has a lower maximum rate of pay than the maximum rate applicable to the employee's former position. When an employee is demoted, the employee will continue to receive his/her current rate of pay, if that rate of pay falls within the pay range of the demoted position. If the current rate of pay exceeds the maximum rate of pay for the demoted position, he/she will be paid at that maximum of the pay.
- 1.4.4 Where an employee is promoted on the day on which a pay increment would otherwise have become due to the employee in the position from which the employee is promoted, the employee's rate of pay in that position on the day immediately prior to the employee's appointment shall be deemed to have been the rate of pay that the employee would have received if the pay increment had become due to the employee on that date.
- 1.4.5 A lateral transfer occurs when the employee's appointment to a position does not constitute a promotion or demotion. When an employee's appointment constitutes a lateral transfer, there is no change to the rate of pay or increment.

Pay Increments

- 1.5.1 (a) An employee, who is not subject to performance pay, shall be granted pay increments until the employee reaches the maximum rate for the position.
- (b) A pay increment shall be calculated by applying the progression increment, i.e., the fixed percentage increase for the employee's group, to the rate which the employee is being paid, rounded to the nearest dollar.
- (c) Where an employee who has been required to perform temporarily the duties of a higher position than that of the position held by the employee on a substantive basis is no longer required to perform such duties on a temporary basis and reverts to the position held by the employee on a substantive basis, the employee shall be paid the rate to which the employee would have been entitled had the employee

not been required to perform temporarily the duties of a higher position and had continued in the position held by the employee on a substantive basis.

- (d) A pay increment may be withheld at the discretion of the Employer for unsatisfactory work performance. Where a pay increment is so withheld, the Employer will give the employee the written reasons for such decision three (3) weeks before increment is due.

Pay Increment Period on Initial Appointment, Promotion, or Demotion

- 1.5.2 (a) Where an employee is appointed to a position the employee's first pay increment in that position shall become due the first Monday following the elapse of the pay increment period. The normal pay increment period for employees is fifty-two (52) weeks.
- (b) An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. Such increment shall become due the first Monday following the elapse of the pay increment period. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous with the Employer at the same occupational group and level.

Pay Increments during Period of Leave of Absence

- 1.5.3 Unless otherwise specified in these terms and conditions, paragraphs 1.5.1 to 1.5.2 apply to every employee who is on leave with pay.

ARTICLE 2

DESIGNATED PAID HOLIDAY

General

2.1.1 The following days shall be designated paid holidays for NSERC employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) The first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

2.1.2 An employee absent without pay on both the full working day immediately preceding and the full working day immediately following a designated holiday is not entitled to pay for the holiday.

2.1.3 When a day designated as a holiday coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following this day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

2.1.4 When two (2) days designated as holidays coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

Compensation for Work on a Holiday

2.2 When called upon to do so by the Employer, an employee who works on a designated holiday shall be paid:

- (a) in addition to the pay that the employee would have been granted had the employee not worked on a holiday, compensation for all hours worked by the employee on the holiday at one and one-half (1½) times for the first four (4) hours worked and double (2) time for all hours in excess of four (4) hours.

or

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

- (i) a day of leave with pay at a later date in lieu of the holiday; and
- (ii) pay at one and a half (1½) times the straight time rate for the first four (4) hours worked on the holiday and double (2) time thereafter.

Subject to operational requirements and adequate advance notice, NSERC shall grant lieu days at such times as the employees may request.

When in a fiscal year employees have not been granted all of their lieu days as requested by them, at their option, such lieu days shall be paid off at their straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

ARTICLE 3

HOURS OF WORK

***General**

- 3.1.1 The regularly scheduled work week shall be thirty-seven decimal five zero (37.50) hours from Monday to Friday inclusive, and the scheduled work day shall be seven decimal five zero (7.50) consecutive hours exclusive of the lunch period, between the hours of 7 a.m. and 6 p.m.
- 3.1.2 Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employees concerned.
- 3.1.3 Subject to operational requirements, employees shall have the right to select and request flexible hours between 7 a.m. and 6 p.m. and such request shall not be unreasonably denied.
- 3.1.4 The weekly and daily hours of work may be varied by NSERC, following meaningful consultation with the employees, to allow for summer and winter hours, provided the annual total of hours remains unchanged.
- 3.1.5 Employees are entitled to receive a paid rest period of fifteen (15) minutes during both the first and second half of their normal working day. NSERC shall not unreasonably withhold these rest periods due to operational requirements.
- *3.1.6 Subject to operational requirements, every employee who is nursing shall, upon request, have their hours of work scheduled in a way to provide for any unpaid breaks necessary for them to nurse or to express breast milk. Such request shall not be unreasonably denied.

Shift work

- 3.2.1 When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees:
- (a) on a weekly basis, work an average of thirty-seven decimal five zero (37.50) hours and an average of five (5) days;
 - (b) work seven decimal five zero (7.50) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
 - (c) obtain an average of two (2) days of rest per week;
- 3.2.2 The employer will make every reasonable effort:
- (a) to avoid excessive fluctuation in hours of work.
 - (b) not to schedule the commencement of a shift within ten (10) hours of the completion of the employee's previous shift.

- (c) to consider the preferences of the majority of employees concerned in the arrangement of shifts within a shift schedule.
 - (d) to post shift schedules at least twenty-one (21) days in advance.
- 3.2.3 The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.
- 3.2.4 The Employer shall set up a shift schedule, which shall cover a period not exceeding eight (8) weeks.
- 3.2.5 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase to the cost to the Employer and operational requirements are not negatively impacted.
- 3.2.6 A specified meal period shall be scheduled as close to the midpoint of the shift as possible. It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to employees.
- 3.2.7 (a) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
- (i) on the day it commenced, where half (1/2) or more of the hours worked fall on that day;
 - (ii) on the day it terminates, where more than half (1/2) of the hours worked fall on that day.
- (b) Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.
- 3.2.8 (a) If an employee is given less than seven (7) days' advance notice of a change in the employee's shift schedule, the employee will receive compensation at the rate of time and one half (1 1/2) for work performed on the first (1st) shift changed. Subsequent shifts worked on the changed schedule shall be paid for at straight time and every effort shall be made by the employer to ensure that scheduled days of rest on the changed schedule are maintained.

- (b) Notwithstanding paragraph 3.2.8 (a),
 - (i) when a change in a shift schedule is required and the employee agrees it is to the employee's benefit to change the shift schedule, the employee shall be compensated at the straight-time rate for work performed in the first (1st) shift changed;

and
 - (ii) when an employee requests and the employer agrees to change the employee's shift schedule, the employee shall be paid at the straight time rate for work performed on the first (1st) shift of the revised shift schedule.

Shift Premium

3.2.9 An employee working on shifts, half or more of the hours of which are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of two dollars (\$2) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

Compensation for Overtime or Travel for Employees in Groups 9 or 10

3.3 (a) General

Employees shall be compensated for overtime and travel, provided that these additional hours are operationally required. When the request is employee initiated, the request must be made in advance and the estimated amount of hours required must be pre-approved.

Subject to operational requirements, NSERC shall make every reasonable effort to avoid excessive hours of overtime and travel outside of scheduled work hours.

Compensation under this Article for overtime or travel shall not be paid:

- (i) to attend conferences and seminars unless employees are expected to fulfill a specific role in the event;
- (ii) for courses or learning events (training and development);
- (iii) for attendance at an event or function where participation is not operationally required (e.g., social events or activities where the choice to attend is at the employee's discretion).

(b) Overtime

Employees are entitled to compensation at the straight-time rate for all hours worked beyond their scheduled work day, on weekends and/or designated holidays. Employees must complete a minimum of one hour of overtime per day in order to be compensated.

Additional compensation beyond the first hour will be provided for each completed fifteen (15) minutes.

Employees, who work three (3) or more hours of overtime immediately before or immediately following their scheduled hours of work or on a day of rest or designated paid holiday shall be reimbursed their expenses for one meal in the amount of ten dollars and fifty cents (\$10.50); and when employees work an additional four (4) or more continuous hours beyond the period above, they shall be reimbursed for one additional meal in the amount of ten dollars and fifty cents (\$10.50), except where free meals are provided.

Employees required to work overtime will not be compensated for time spent commuting to/from the workplace.

(c) Travel

Employees are entitled to compensation at the straight-time rate for travel time beyond their scheduled work day, on weekends and/or designated holidays. Employees must complete a minimum of one hour of travel per day in order to be compensated. Additional compensation beyond the first hour will be provided for each completed fifteen (15) minutes.

The maximum compensation for travel time is 15 hours per day. Included in the 15-hour maximum per day is a maximum three (3)-hour compensation for each stop-over en route, and a maximum two (2)-hour compensation (each way) for time spent commuting to/from an employee's residence to/from his/her point of departure. In the event that an alternative time of departure and/or means of travel is requested by the employee, NSERC may authorize such alternate arrangements, however the compensation for these hours shall not exceed what would have been provided under NSERC's proposed travel schedule.

(d) Manner of Compensation

Employees shall be compensated for overtime and travel in cash. However, upon request of an employee, and at the manager's discretion, the compensation shall be in equivalent leave with pay. NSERC shall grant compensatory leave at a time convenient to both the employee and NSERC.

The employees can carry-over a maximum of seventy-five (75) hours of compensatory leave. Each year, employees with a balance of more than seventy-five (75) hours will be paid out in cash at the employee's current rate of pay.

Overtime

Excluded Provisions

3.4.1 Compensation under this Article shall not be paid for overtime worked by employees at courses, training sessions, conferences and seminars unless the employees are required to attend by NSERC.

General

3.4.2 Employees are entitled to overtime compensation for each completed fifteen (15) minutes of overtime worked by them:

(a) when the overtime work is authorized in advance by NSERC or is in accordance with standard operating instructions;

and

(b) when the employees do not control the duration of the overtime work.

3.4.3 In order for employees to be eligible to earn overtime credits they must be either asked in advance or receive prior approval from NSERC to work overtime or to perform work on a day of rest. NSERC shall determine when, where and how much work shall be performed on overtime or on a day of rest.

Assignment of Overtime

3.4.4 Subject to operational requirements, NSERC shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.

3.4.5 Except in cases of emergency, call-back or mutual agreement with the employees, NSERC shall, whenever possible, give at least four (4) hours' notice of any requirement for overtime.

Overtime Compensation on a Work Day

3.4.6 Employees who are required to work overtime on their scheduled work day are entitled to compensation at time and one-half (1 ½) for the first four (4) hours of overtime worked and double (2) time for all additional hours.

3.4.7 If employees are given instructions during their work day to work overtime on that day and to report for work at a time that is not immediately before or immediately following their work period, they shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight-time, whichever is the greater.

Overtime Compensation on a Day of Rest

- 3.4.8 Employees who are required to work on weekend are entitled to compensation at time and one-half (1 ½) for the first four hours and double (2) time for all additional hours worked thereafter.
- 3.4.9 When employees are required to report for work and report on a weekend, they shall be paid the greater of:
- (a) compensation at the applicable overtime rate;
 - or
 - (b) compensation equivalent to four (4) hours' pay at the straight-time rate,
- except that the minimum of four (4) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.

Compensation in Cash or Leave With Pay

- 3.4.10 Employees shall be compensated in cash except that, upon request of an employee, the compensation shall be in equivalent leave with pay unless NSERC, by reason of operational requirements is unable to grant such leave. NSERC shall grant compensatory leave at a time convenient to both the employee and NSERC.
- 3.4.11 The employees can carry-over a maximum of seventy-five (75) hours of compensatory leave. Each year, employees with a balance of more than seventy-five (75) hours will be paid out in cash at the employee's current rate of pay.
- 3.4.12 NSERC shall endeavour to pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.

Meals

- 3.4.13 (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's normal hours of work or on a day of rest or designated paid holiday shall be reimbursed the employee's expenses for (1) meal in the amount of ten dollars and fifty cents (\$10.50), except where free meals are provided. Reasonable time with pay, to be determined by the NSERC, shall be allowed to the employee so that the employee may take a meal break either at/or adjacent to the employee's place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars and fifty cents (\$10.50), except where free meals are provided. Reasonable time with pay, to be determined by NSERC, shall be allowed to the employee so that the employee

may take a meal break either at/or adjacent to the employee's place of work.

Transportation Expense

3.4.14 When employees are required to report for work and report under the conditions described in article 3.4.3, 3.4.7 or 3.4.8 and are required to use transportation services other than normal public transportation services, they shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to employees when authorized by NSERC to use their automobile when the employees travel by means of their own automobile;

or

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

3.4.15 Other than when required by NSERC to use an NSERC or rented vehicle for transportation to a work location other than their normal place or work, time spent by the employees reporting to work or returning to their residence shall not constitute time worked.

Travelling Time

3.5.1 When employees are required to travel outside their headquarters area on government business, as these expressions are defined by NSERC, the time of departure and the means of such travel shall be determined by NSERC and the employees will be compensated for travel time in accordance with the Articles below. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

3.5.2 The travelling time for which employees 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 NSERC;

(b) For travel by private means of transportation, the normal time as determined by NSERC, to proceed from the employees' place of residence or work place, as applicable, directly to their destination and, upon their return, directly back to their residence or work place.

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

3.5.3 If employees are required to travel:

- (a) on a normal working day on which they travel but do not work, the employees shall receive their regular pay for the day.
- (b) on a normal working day on which they travel and work, the employees shall be paid:
 - (i) their regular pay for the day for a combined period of travel and work not exceeding their regularly scheduled working hours;

and
 - (ii) at the applicable overtime rate for additional travel in excess of their regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours' pay at the straight-time rate of pay;
- (c) on a day of rest or on a designated paid holiday, the employees shall be paid at the applicable overtime rate for hours travelled to a maximum of fifteen (15) hours' pay at the straight time rate of pay.

3.5.4 Employees on Travel Status Leave:

- (a) Employees who are required to travel outside their headquarters area on Council business, as these expressions are defined by NSERC, and are away from their permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. Employees shall be credited with one additional day off for each additional twenty (20) nights that they are away from their permanent residence to a maximum of eighty (80) additional nights.
- (b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave is deemed to be compensatory leave and is subject to clauses 3.4.10, 3.4.11 and 3.4.12.
- (d) The provisions of this article do not apply when employees travel in connection with courses, training sessions, professional conferences and seminars.

Call Back Pay

3.6.1 If employees are called back to work:

- (a) on a designated paid holiday which is not their scheduled day of work,
or
- (b) on their day of rest,
or
- (c) after they have completed their work for the day and have left their place of work, and return to work, they shall be paid the greater of:
 - (i) compensation equivalent to four (4) hours' pay at the employee's straight-time rate,
or
 - (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employees is not immediately before or immediately following the employees' normal hours of work.

3.6.2 Other than when required by NSERC to use an NSERC vehicle or a rental vehicle for transportation to a work location other than their normal place of work, time spent by the employees reporting to work or returning to their residence shall not constitute time worked.

3.6.3 When employees are called back to work after their normal working hours or during their days of rest and are required to use transportation services other than normal public transportation services, they shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to employees when the employees travel by means of their own automobile,
or
- (b) out-of-pocket expenses for other means of commercial transportation.

Standby

- 3.7.1 Where the Employer requires an employee to be available on standby during off-duty hours, such employees shall be compensated at the rate of one half (1/2) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.
- 3.7.2 No standby payment shall be granted if an employee is unable to report for duty when required.
- 3.7.3 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:
- (i) the applicable overtime rate for the time worked,
 - or
 - (ii) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.
- 3.7.4 Other than when required by NSERC to use an NSERC vehicle for transportation to a work location other than their normal place of work, time spent by the employees reporting to work or returning to their residence shall not constitute time worked.
- 3.7.5 When employees who are on standby are required to report for work and are required to use transportation services other than normal public transportation services, they shall be reimbursed for reasonable expenses incurred as follows:
- (i) a mileage allowance at the rate normally paid to employees when the employees travel by means of their own automobile,
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.

ARTICLE 4

LEAVE

Vacation Leave with Pay

- 4.1.1 The vacation year shall be from April 1 to March 31 of the following calendar year, inclusive.
- 4.1.2 Employees shall earn vacation leave credits at the following rate for each calendar month during which they receive pay for at least ten (10) days:
- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's seventh (7th) year of service occurs;
 - (b) ten decimal six two five (10.625) hours commencing with the month in which the employee's seventh(7th) year of service occurs;
 - (c) twelve decimal five zero (12.50) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
 - (d) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
 - (e) fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
 - (f) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
 - (g) seventeen decimal five zero (17.50) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
 - (h) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
 - (i) In addition to the vacation leave earned applicable under Article 4.1.2 (a), (b), (c), (d), (e), (f), (g) or (h) an employee will be granted three (3) days' leave with pay for the period between Christmas and New Year's;
 - (j) For the purpose of clause 4.1.2 only, all service within the organization listed in Schedule I, IV and V of the Financial Administration Act, whether continuous or discontinuous, shall be counted toward vacation leave except where a person who, on leaving the NSERC or Public Service takes or has taken severance pay, retiring leave or a cash gratuity in lieu thereof. In order to claim previous service,

employees must present within 90 days of commencement of employment, documentation acceptable to NSERC of previous employment in the Public Service.

- (k) Notwithstanding (j) above, effective December 10, 2011, an employee who received pay-in-lieu of severance pay shall retain, for the purposes of “service” and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment with the Council is terminated.
 - (l) Notwithstanding (j) above, effective December 10, 2011, an employee who was a member of one of the bargaining units in the greater Public Service who received pay-in-lieu of severance pay under the new severance provisions of their collective agreement shall retain, for the purposes of “service” and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment with the Council is terminated.
 - (m) For the purposes of clause 4.1.2 (j) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six 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 vacation leave credits.
- 4.1.3 Employees are entitled to vacation leave with pay to the extent of their earned credits but employees who have completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.
- 4.1.4 If, at the end of a vacation year, the employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one half day ($\frac{1}{2}$), the entitlement shall be increased to the nearest one half day ($\frac{1}{2}$).
- 4.1.5 Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- 4.1.6 Employees shall advise NSERC as early as possible in the vacation year of their vacation requests for that year.
- 4.1.7 Subject to operational requirements, NSERC shall make every reasonable effort to schedule an employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employee.
- 4.1.8 NSERC shall give an employee as much notice as is practicable and reasonable of approval, rejection, and/or cancellation of a request for vacation leave with pay.

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

(a) is granted bereavement leave,

or

(b) is granted leave with pay because of illness in the family,

or

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

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

4.1.10 The employees can carry-over a maximum of three hundred and thirty-seven decimal five zero (337.50) hours (45 days). Each year, employees with a balance of more than three hundred and thirty-seven decimal five zero (337.50) hours (45 days) on March 31st will be required to cash in these hours.

4.1.11 During any vacation year, upon application by the employees and at the discretion of NSERC, earned but unused vacation leave credits in excess of one hundred twelve decimal five zero (112.50) hours may be paid at the employee' daily rate of pay of their substantive position on March 31st of the previous vacation year.

4.1.12 Subject to operational requirements, NSERC will make every reasonable effort:

(a) not to recall employees to duty after they have proceeded on vacation leave with pay;

(b) not to cancel a period of vacation that has been previously approved in writing.

4.1.13 Where, during any period of vacation leave with pay, employees are recalled to duty, they shall be reimbursed for reasonable expenses, as defined by NSERC, that they incur:

(a) in proceeding to their place of duty,

and

(b) in returning to the place from which they were recalled if they immediately resume vacation upon completing the assignment for which they were recalled, after submitting such accounts as are normally required by NSERC.

The employees shall not be considered as being on vacation leave during any period of travel in (a) and (b) above.

- 4.1.14 When NSERC cancels a period of vacation leave that it has previously approved in writing, NSERC 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 NSERC may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to NSERC.
- 4.1.15 When an employee dies or otherwise ceases to be employed, they or their 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 their credit by the daily rate of pay as calculated for their classification on the date of termination of their employment.
- 4.1.16 Employees whose employment terminates by reason of a declaration that they abandoned their position are entitled to receive payment for earned but unused vacation leave with pay if they request it within six (6) months following the date upon which their employment is terminated.
- 4.1.17 NSERC agrees to issue advanced payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent entitlements and shall be recovered in full prior to any further payment of salary.

- 4.1.18 (a) An employee shall be credited a one-time entitlement of thirty-seven decimal five zero (37.50) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 4.1.2 (j).
- (b) Transitional Provisions
- As of December 9, 2011, employees with more than two (2) years of service, as defined in clause 4.1.2 (j), shall be credited a one-time entitlement of thirty-seven decimal five zero (37.50) hours of vacation leave with pay.
- (c) The vacation leave credits provided in clause 4.1.18 (a) and (b) above shall be excluded from the application of paragraph 4.1.10, dealing with the Carry-Over and/or Liquidation of Vacation Leave.

Sick Leave with Pay

- 4.2.1 Employees shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which they receive pay for at least ten (10) days.
- 4.2.2 Employees shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:
- (a) they satisfy NSERC of this condition in such manner and at such time as may be determined by NSERC,
 - and
 - (b) they have the necessary sick leave credits.
- 4.2.3 Unless otherwise informed by NSERC, a statement signed by employees stating that because of illness or injury they were unable to perform their duties, shall, when delivered to NSERC, be considered as meeting the requirements of Article 4.2.2, if the period of leave with pay requested does not exceed five (5) days.
- 4.2.4 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Article 4.2.2 sick leave with pay, an advance of sick leave credits may at the discretion of NSERC, be granted to an employee:
- (a) for a period of up to one hundred and eighty-seven decimal five zero (187.50) hours if a decision on an application for injury-on-duty leave is being awaited;
 - or
 - (b) for a period of up to one hundred and twelve decimal five zero (112.50) hours in all other cases, subject to the deduction of such advanced leave from any sick leave credits subsequently earned, or if an employee resigns, any salary overpayment shall be recovered by NSERC from the employee by other means.
- 4.2.5 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 4.2.6 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by NSERC or reinstated for use at a later date.

4.2.7 Sick leave credits earned but unused by an employee during a previous period of employment in the Public Service shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed by NSERC within one (1) year from the date of layoff.

4.2.8 NSERC agrees that employees recommended for release for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employees will have utilized their accumulated sick leave credits.

4.2.9 Term Employees

Sick leave credits earned but unused by an employee during a previous period of employment with the Employer shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed with the Employer within one (1) year from the end of the specified period of employment.

OTHER LEAVE

Maternity Leave without Pay

4.3.1 (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

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

(c) The extension described in paragraph (b) shall end not later than fifty two (52) weeks after the termination date of pregnancy.

- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 4.2, Sick Leave with Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 4.2, Sick Leave with Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this article shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

***Maternity Allowance**

- *4.3.2 (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the Employment Insurance Act or Quebec Parental Insurance Plan in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:

*(A) she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act* on the expiry date

of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

(B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

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

$$\text{(allowance received)} \times \frac{\text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a) (iii) (B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) (B), without activating the recovery provisions described in section (a) (iii) (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week that the employee receives a maternity benefit pursuant to Section 22 of the Employment Insurance Act or Quebec Parental Insurance Plan, she is eligible to receive the difference between ninety three per cent (93%) of her weekly rate of pay and the gross weekly amount of maternity benefits, less any other monies earned during this

period which may result in a decrease in her maternity benefits to which she would have been eligible if no extra monies had been earned during this period.

and

- (iii) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three percent (93%) of her weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable), less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 4.3.2 (c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance, or Quebec Parental Insurance maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act, or the Parental Insurance Act in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part time or on a combined full-time and part time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f) (ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

Special Maternity Allowance for Totally Disabled Employees

4.3.3 (a) An employee who :

(i) fails to satisfy the eligibility requirement specified in subparagraph 4.3.2 (a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance, or Quebec Parental Insurance Plan maternity benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 4.3.2 (a), other than those specified in sections (A) and (B) of subparagraph 4.3.2 (a) (iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

(b) An employee shall be paid an allowance under this article and under article 4.3.2 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, or Quebec Parental Insurance Plan, had she not been disqualified from Employment Insurance, or Quebec Parental Insurance maternity benefits for the reasons described in subparagraph (a) (i).

***Parental Leave Without Pay**

*4.3.4 *(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:

(i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),

or

(ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

- * (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:
 - (i) a single period of up to thirty seven (37) consecutive weeks in the fifty-two week (52) period (standard option),
 - or
 - (ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended period),

beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
 - a. at the request of an employee, the leave referred to in the paragraph (a) and (b) above may be taken in two periods;
 - b. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay;
 - or
 - c. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty two (52) weeks after the day on which the child comes into the employee's care.
- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the new-born child of a common-law partner), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - a. defer the commencement of parental leave without pay at the request of the employee;
 - b. grant the employee parental leave without pay with less than four (4) weeks' notice;

- c. require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed in the NSERC shall not exceed a total of sixty-three (63) weeks for both individuals combined.
- * (g) Leave granted under this article shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and for pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

***Parental Allowance**

4.3.5 Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:

- Option 1: standard parental benefits, 4.3.5 paragraphs (c) to (k),
- or
- Option 2: extended parental benefits, 4.3.5 paragraphs (l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

Parental Allowance Administration

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to the Employment Insurance Act, or parental, paternity or adoption benefits under the Quebec Parental Insurance Plan, in respect of insurable employment with the Employer,

and

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

- (A) the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section 4.3.2 (a) (iii) (B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 4.3.2 (a)(iii)(B), if applicable;
- (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (remaining period to be worked, as specified in division (B), following his or her return to work)
[total period to be worked as specified in division (B)]

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

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

Option 1 – Standard Parental Allowance:

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee on parental leave without pay as described in 4.3.4 (a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance Act parental benefits, ninety-three percent (93%) of his/her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in sub-paragraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to the Employment Insurance Act, or parental, adoption or paternity benefits under the Quebec Parental Insurance Plan, he/she is eligible to receive the difference between ninety three percent (93%) of his/her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) and the gross weekly amount of parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefits to which he/she would have been eligible if no extra monies had been earned during this period;
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefits and the full thirty-two (32) weeks of parental benefits or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, at ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable), for each week, less any other monies earned during this period;
 - (iv) where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;

- (v) where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, she/he is eligible to receive a further parental allowance for a period of one (1) week at ninety three percent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable), for each week less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 4.3.2 (c)(iii) for the same child;
 - (vi) where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 4.3.2 (c)(iii) and 4.3.5 (c)(v) for the same child.
- (d) At the employee's request, the payment referred to in subparagraph 4.3.5 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.
 - (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act, or the Act Respecting Parental Insurance in Quebec.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part time or on a combined full time and part time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
 - (g) The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which she or he is

appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable) the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Option 2 - Extended Parental Allowance:

- (l) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee on parental leave without pay as described in 4.3.4 (a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each

week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 4.3.4(c)(iii) for the same child.

- (iv) where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 4.3.4 (c)(iii) for the same child;
- (m) At the employee’s request, the payment referred to in subparagraph 4.3.5 (l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- (n) The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- (o) The weekly rate of pay referred to in paragraph (l) shall be:
 - (i) for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (p) The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- (q) Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable), the employee was being paid on that day.

- (r) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- (s) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (t) The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

Special Parental Allowance for Totally Disabled Employees

4.3.6 (a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 4.3.5 (a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving Employment Insurance, or Quebec Parental Insurance Plan parental benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 4.3.5 (a), other than those specified in sections (A) and (B) of subparagraph 4.3.5 (a) (iii),

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

- (b) An employee shall be paid an allowance under this article and under article 4.3.5 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the Employment Insurance Act, or parental, paternity or adoption benefits under the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance Quebec Parental Insurance Plan parental benefits for the reasons described in subparagraph (a) (i).

Leave with pay for Birth or Adoption of a Child

4.3.7 An employee is entitled to two (2) days' leave with pay for needs directly related to the birth or adoption of the employee's child. This leave may be divided into two periods and granted on separate days.

***Bereavement Leave**

*4.3.8 For the purpose of this article and article 4.3.11, "family" is defined as father, mother, (or alternatively stepfather, stepmother or foster parent), brother, sister, stepbrother, stepsister, son-in-law, daughter-in-law, spouse or common-law partner, child, stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, a relative or close friend permanently residing in the employee's household or with whom the employee permanently resides, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- (a) Where a member of an employee's family dies, the employee shall be entitled to a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave for the purpose of travel related to the death.

At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

When requested to be taken in two (2) periods,

- (i) The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - (ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - (iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purpose of travel for these two (2) periods.
- (b) An employee is entitled to leave with pay, up to a maximum of one (1) day, in the event of the death of the employee's brother-in-law or sister-in-law or grandparents of spouse, for a purpose related to the death and, in addition, may be granted three (3) days' special leave for purposes of travel.
 - (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request,

the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in article 4.3.8 (a) and (b).

- (d) If, during a period of paid leave, an employee is bereaved in circumstances under which the employee would have been eligible for leave under paragraph (a), (b) or (c) of this article, the employee shall be granted leave and the employee's compensatory leave credits shall be restored to the extent of any concurrent leave granted.

Court Leave

4.3.9 The Employer shall grant leave with pay to an employee for the period of time the employee is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- or
- (c) by subpoena or summons or other legal instrument to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of the employee's position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee therefore that is authorized by law to compel the attendance of witnesses before it;
 - or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Personnel Selection Leave With Pay

4.3.10 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Federal Public Sector Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

Other Leave With or Without Pay

4.3.11 At its discretion, NSERC may grant:

- (a) leave with pay when circumstances not directly attributable to the employee, including the imposition of quarantine by duly authorized Medical Officer of Health and/or illness in the family as defined in article 4.3.8, prevent such employee from reporting for duty. Such leave will not be unreasonably withheld.
- (b) leave with or without pay for purposes other than those specified in these Conditions of Employment.
- (c) leave without pay granted under this article for a period in excess of three months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purposes of calculating vacation leave.
- (d) time spent on such leave without pay for a period in excess of three months shall not be counted for pay increment purposes.

Injury-On-Duty Leave With Pay

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

- (a) personal injury received in the performance of the employee's duties and not caused by the employee's willful misconduct,
- or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment if the employee agrees to remit to the Employer any amount received by the employee in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing however that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

***Leave With Pay for Family-Related Responsibilities**

4.3.13 Without restricting the provision of article 4.3.7 and at the request of an employee, the employee shall be granted leave with pay for family-related responsibilities, as follows:

- * (a) For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including foster children, children of legal or common-law partner and ward of the employee), parents (including stepparents or foster parents), father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, grandparents and grandchildren of the employee, or any relative (or person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee) permanently residing in the employee's household or with whom the employee permanently resides, or for whom the employee has a duty of care, irrespective of whether they reside with the employee;
- (b) The total leave with pay which may be granted under this article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year;
- (c) The Employer shall grant leave with pay under the following circumstances:
 - (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
 - (ii) to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) to attend school functions, if the supervisor was notified of the functions as far in advance as possible; and
 - (iv) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility.
- (d) Seven decimal five zero (7.50) hours out of the thirty-seven decimal five zero (37.50) hours stipulated in paragraph 4.3.13(b) above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 4.3.13 (a) above, on the production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

***Leave Without Pay for the Care of family**

*4.3.14 For the purpose of this article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, the employee's grandparents and relative (or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee) permanently residing in the employee's household or with whom the employee permanently resides.

NSERC recognizes the importance of access to leave for the purpose of care of family

An employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- (e) leave without pay granted under this article for a period in excess of three (3) months 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.
- (f) time spent on such leave without pay for a period in excess of three (3) months shall not be counted for pay increment purposes.

All leave granted under "Leave Without Pay for the Long-Term Care of a Parent" or "Leave Without Pay for the Care and Nurturing of Pre-School Age Children" provisions of previous T&C will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment with NSERC.

Compassionate Care Leave

4.3.15 Deleted from the NSERC Terms and Conditions of Employment effective August 16th, 2021 (found in Annex B).

***Caregiving Leave**

- 4.3.16 (a) An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults shall be granted leave without pay while in receipt of or awaiting these benefits.
- (c) The leave without pay described in (a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- (d) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.
- (e) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause (a) above ceases to apply.
- (f) Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

***Domestic Violence Leave**

- 4.3.17 (a) For the purposes of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee’s child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.
- (b) The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- (c) Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:

- i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently; or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- (d) The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- (e) Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- (f) Notwithstanding clauses 4.3.16 (b) to 4.3.16 (c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

***Leave Without Pay For Relocation of Spouse**

- 4.3.18 (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months.

Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

Leave Without Pay for Personal Needs

- 4.3.19 Leave without pay will be granted for personal needs, in the following manner:
- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
 - (b) Subject to operational requirements, leave without pay 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 44

each of (a) and (b) of this article during the employee's total period of employment in the Council. Leave without pay granted under this Clause may not be used in combination with maternity paternity or adoption leave without the consent of the Employer.

- (d) Leave without pay granted under (b) of this article shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purposes of calculating vacation leave for the employee involved.
- (e) Time spent on such leave without pay for a period in excess of three months shall not be counted for pay increment purposes.

***Maternity-Related Reassignment or Leave**

- 4.3.20 *(a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the seventy-eight (78) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child. On being informed of the cessation, the Employer, with the consent of the employee, shall notify the work place committee or the health and safety representative.
- (b) An employee's request under article 4.3.20 (a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
 - (c) An employee who has made a request under article 4.3.20 (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
 - (i) modifies her job functions or reassigns her,
 - or
 - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
 - (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
 - *(e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such

leave shall end no later than seventy-eight (78) weeks after the birth.

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

Medical & Dental Appointments

4.3.21 Employees are allowed up to three (3) hours per medical or dental appointment without having to request leave. Where a series of continuing appointments are necessary for treatment of a particular condition, absences are to be charged to sick leave. Alternately, the employee may make up time at a later date subject to the manager's approval.

Religious Observance

- 4.3.22 (a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.
- (b) Employees may, in accordance with the provisions of the NSERC Terms and Conditions of Employment, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.
- (c) Notwithstanding article 4.3.22 (b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- (d) An employee shall be granted leave or time off under this article. However, the employee must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence, unless because of unforeseeable circumstances such notice cannot be given.

Education Leave without Pay

- 4.3.23 (a) NSERC recognizes the usefulness of education leave. Upon written application by the employee and with the approval of NSERC, the employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service that NSERC requires or is planning to provide.
- (b) At NSERC's discretion, employees on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred percent (100%) of their annual rate of pay, depending on the degree to which the education leave is deemed, by NSERC, to be relevant to the organizational requirements. Where employees receive a grant, bursary or scholarships, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarships.
- (c) Allowances already received by employees may, at the discretion of NSERC, be continued during the period of the education leave. Employees shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) As a condition of the granting of education leave without pay, employees shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of NSERC for a period of not less than the period of the leave granted.

If the employee:

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

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

Career Development Leave with Pay

- 4.3.24 (a) Career development refers to an activity which in the opinion of NSERC is likely to be of assistance to the individuals in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- (i) a course given by NSERC or by other institutions approved by NSERC;
 - (ii) a course offered by a recognized academic institution; or
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work
- (b) Upon written application by the employee, and with the approval of NSERC, career development leave with pay may be given for any one of the activities described in 4.3.24 (a). The employee shall receive no compensation under the Overtime and Travelling Time provisions during time spent on career development leave.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them that NSERC may deem appropriate.

Examination Leave with Pay

- 4.3.25 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work.

Personal Leave

- 4.3.26 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, up to seven decimal five zero (7.50) hours of leave with pay for reasons of a personal nature.

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

Volunteer Leave

4.3.27 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, up to seven decimal five zero (7.50) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

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

ARTICLE 5
SEVERANCE PAY

General

- 5.1.1 Employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay
- 5.1.2 Severance benefits payable to the employee shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of terminate benefit. Under no circumstances shall the maximum severance pay provided be pyramided.
- 5.1.3 The weekly rate of pay referred to in these Articles shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's instrument of appointment of the employee's substantive position on the date of the termination of employment.

Lay-Off

- 5.2.1 On the first (1st) lay-off, for the first (1st) complete year of continuous employment, 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 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).
- 5.2.2 On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which severance pay was granted under article 5.2.1.

Death

- 5.3 Upon death, there shall be paid to the employee's estate, 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 sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

Release

- 5.4.1 NSERC agrees that employees released for incapacity shall, on termination of their employment with more than one (1) year of continuous employment, be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- 5.4.2 NSERC agrees that employees released for incompetence shall, on termination of their employment with more than ten (10) years of continuous employment, be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum of twenty-eight (28) weeks.
-

Severance Termination

- 5.5 (a) Subject to 5.1.2 above, indeterminate employees shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment up to December 9, 2011 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.
- (b) Subject to 5.1.2 above, term employees shall be entitled severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, up to December 9, 2011, to a maximum of thirty (30) weeks.

ARTICLE 6

NO PYRAMIDING OF PAYMENTS

- 6.1. Payments provided under Overtime and Reporting Pay provisions, the Designated Paid Holiday and Standby shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 7

STATEMENT OF DUTIES

- 7.1 Upon written request, employees shall be provided with a complete and current statement of the duties and responsibilities of their position including the classification level and, where applicable, the point rating allotted by factor to their position, and an organization chart depicting the position's place in the organization.

ARTICLE 8

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 8.1.1 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature of his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate his/her concurrence with the statements contained on the form.
- (b) NSERC's representatives who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.
- 8.1.2 (a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form that will be used for the review;
 - (ii) any written document that provides instructions to the person conducting the review.
- (b) If during the employee performance review, either the form or instructions are changed, they shall be given to the employee.
- 8.1.3 Upon written request of an employee, the personal file of that employee shall be made available for his/her examination in the presence of an authorized representative of NSERC.

ARTICLE 9

HEALTH AND SAFETY

- 9.1 In matters related to Health and Safety, the Parties agree to be governed by the *Canada Labour Code*, Part II, as amended, and by regulations made thereunder. NSERC shall make reasonable provisions for the occupational safety and health of employees. NSERC will welcome suggestions from employees on the subject, and will consult with the employees with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce risk of employment injury.

ARTICLE 10

GRIEVANCE PROCEDURE

Employee Complaints

- 10.1.1 Communications between employees and their supervisors are the foundation of good employer-employee relations. If an employee considers that an injustice, inequity, poor work situation, etc. exists, it must be dealt with as quickly and fairly as possible in the interest of maintaining good relations between employees and NSERC.
- 10.1.2 Employees are encouraged to discuss any complaint with their immediate supervisor and both parties are expected to make a sincere attempt to settle the problem. Employees should not hesitate to discuss their complaints with their Supervisor, Director or Vice-President. The services of Human Resources are available to all employees should they wish to avail them of their services.
- 10.1.3 By availing themselves of this informal procedure, employees do not give up their right to file a formal grievance; however, the time limit for filing a grievance (see article 10.4.1) continues to apply even though the employees choose to resolve the matter through an informal complaint.
- 10.1.4 Where a grievance is filed and the parties agree to use the informal processes to resolve it, the time limits prescribed in article 10.4.2, 10.4.3, 10.4.4 and the *Federal Public Sector Labour Relations Regulations* are suspended until either party gives notice to the other in writing to the contrary.
- 10.1.5 Should the employee find him or herself in a situation where they believe that they may be victims of harassment, they should refer to the NSERC policy and/or the Human Resources Division for clarification and/or guidance.

Grievance

- 10.2.1 A grievance is a complaint in writing presented by an employee on his/her own behalf or on behalf of himself/herself and one or more other employees.
- 10.2.2 Employees may present a grievance referring to any matter affecting their terms or conditions of employment except where an Act of Parliament provided another administrative procedure to deal with the matter.
- 10.2.3 When presenting a grievance, employees should use the NSERC Grievance Form available from the Human Resources Division. However, a grievance shall not be deemed invalid by reason only of the fact that it is not in accordance with the form supplied by NSERC.

10.2.4 The grievance shall contain a concise statement of the nature of each act or omission complained of, the date or dates on which each act or omission giving rise to the grievance occurred, the steps taken, if any, by the employee for the adjustment of the matters giving rise to the grievance, and, the corrective action requested.

Levels in the Grievance Process

10.3.1 The first level is the employee's Director.

10.3.2 The second level is the employee's Vice-President or Executive Vice-President.

10.3.3 The final level is the President or his delegate.

10.3.4 Grievances shall always be presented at the first level except for cases involving classification decisions, suspensions over five (5) days, or discharge which shall be presented at the final level.

Grievance Time Limits and Process

10.4.1 Original Presentation of a Grievance

A grievance shall be presented by an employee not later than the twenty-fifth (25th) working day on which the employee is notified orally or in writing, or where he/she has not been so notified, after the day on which he/she first has knowledge of any action or circumstance giving rise to the grievance.

10.4.2 First and Second Level Response

NSERC will respond to a grievance presented at the first and second level within fifteen (15) working days after the grievance is received. The time limit for response may be extended by mutual agreement between the employee and NSERC. Should the employee not receive a reply within the fifteen (15) days or by the agreed to extension date, the employee may submit his/her grievance to the final level within the next fifteen (15) working days.

10.4.3 Transmittal to Final Level

When an employee is not satisfied with the first or second level response, he/she may submit the grievance to the final level within ten (10) working days from the date he/she received the first or second level response.

10.4.4 Final Level Response

NSERC will respond to a grievance presented at the final level within twenty (20) working days after the grievance hearing is held. The time limit for response may be extended by mutual agreement between the employee and NSERC.

10.4.5 Employee Representation

The grievance process applies to employees only; however, an employee can be represented by, or have as an advisor or observer any person he/she chooses. Employees shall inform the appropriate grievance level in writing in sufficient time so that they can also arrange for a representative, advisor or observer, if they so wish. The employee and appropriate grievance level can, by mutual consent, have a third party present at any meetings or discussions to assist in or advise on the resolution of the dispute.

10.4.6 Abandonment of Grievance

An employee can abandon a grievance at any time by giving written notice to the appropriate grievance level. Should an employee fail to present his/her grievance to the final level within the time limits, the grievance shall be deemed to be abandoned.

Reference of grievance to adjudication

- 10.5 Where an employee has presented a grievance to the final level with respect to a disciplinary action resulting in discharge, suspension or a financial penalty and his/her grievance has not been dealt with to his/her satisfaction, the employee may refer the grievance to the Federal Public Sector Labour Relations and Employment Board for adjudication.

No Threat or Intimidation

- 10.6 NSERC shall not seek by intimidation, by threat of dismissal or by any other kind of threat to prevent an employee from exercising his/her right to present a grievance, or seek by intimidation or threat to have an employee abandon a grievance.

ARTICLE 11

DISCIPLINARY ACTION

Disciplinary Action

- 11.1.1 Every employee may be subject to disciplinary action for cause and such action shall be fair and reasonable in view of the seriousness and circumstances of the offence.
- 11.1.2 The Council will ensure that, in each case of discipline a full investigation is made so that all extenuating circumstances can be taken into consideration before any final disciplinary action is taken. The Council shall notify the employee concerned that an investigation is in progress.
- 11.1.3 In the case of Council rules and regulations, the Employer shall ensure that they are adequately explained and promulgated to employees.
- 11.1.4 The Employer shall ensure that disciplinary action is taken against an employee within fifteen (15) days of the time the Employer is made aware of the alleged offence. Within such period the employee shall be given a complete statement in writing of the alleged offence.
- 11.1.5 Without limiting the right of the Employer to take disciplinary action, in the case of an employee whose unsatisfactory behaviour or work habits may be attributable to medical or domestic problems, the Employer will advise such employee to seek professional advice and will also call the employee's attention to the existence of the Employee Assistance Program and the Occupational Safety and Health Committee with the recommendation that the employee make use of their services as appropriate before any disciplinary action is taken.
- 11.1.6 An employee absent from duty without leave or without due cause for a period of seven (7) calendar days shall be held to have abandoned the employee's position and the employee's service may be terminated.
- 11.1.7 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.
- 11.1.8 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action for an offence similar to the previous offence has been recorded during this period.

Release

- 11.2 (a) If, after the expiration of the prescribed probationary period, an employee demonstrates incompetence or incapacity in the performance of the duties of the employee's position, the supervisor shall endeavour to assist the employee in identifying and rectifying any problems that exist.
- (b) If the employee, having been made aware of the acceptable level of performance, fails to achieve it over a reasonable period of time, the Employer may consider that either a release or a demotion is warranted. Should it become necessary to release or demote an employee for incompetence or incapacity the Employer shall notify the employee in writing informing the employee of the reasons for the release in sufficient detail to allow the employee the opportunity to prepare an adequate reply.
- (c) An employee who is demoted or released for incompetence or incapacity may grieve the decision. Such grievance would be filed at the final level of the grievance process in accordance with the time limits prescribed for filing grievances found in Article 10.4.1.

ARTICLE 12

PART-TIME EMPLOYEES

General

- 12.1.1 Part-time employee means an employee whose normal hours of work are less than the regularly scheduled work week but not less than twelve and one-half (12 ½) hours per week.
- 12.1.2 Other than if hired to work part-time, employees wishing to reduce their normal hours of work, shall make a request in writing to their Director General. The Director General may, subject to operational requirements, approve the request. Once approved, the employees will provide Human Resources with a statement of the approved hours of work and scheduled days of work.
- 12.1.3 Part-time employees shall be entitled to the benefits provided under these Conditions of Employment in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work of full-time employees, unless otherwise specified in these Conditions of Employment.
- 12.1.4 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to seven decimal five zero (7.50) hours in a day or thirty-seven and one-half (37 ½) hours in a week, or at the straight-time rate of pay for all work performed up to other daily or weekly hours of work that may be prescribed in accordance with Article 3, Hours of Work, and at time and one-half (1 ½) the hourly rate of pay for all hours of work performed in excess of those hours or on a designated paid holiday.

Leave for Part time Employees

- 12.2.1 (a) where it may displace other leave as prescribed by these Conditions of Employment;
- or
- (b) during those periods in which the employees are scheduled to perform their duties.
- 12.2.2 The days of rest provisions of these Conditions of Employment apply only in a week when the employee has worked five (5) days and a minimum of thirty-seven decimal five zero (37.50) hours in the week.
- 12.2.3 (a) A part-time employee shall not be paid for the designated holidays but shall instead be paid four decimal two five (4.25) percent for all straight-time hours worked.

- (b) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in Article 2 of these Conditions of Employment, the employee shall be paid at time and one half (1 1/2) of the straight time rate of pay for all hours worked up to seven and one half (7 1/2) hours.
- (c) A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for the full-time employee in Article 2 shall be paid for the time actually worked in accordance with Article 2 or a minimum of four (4) hours' pay at the straight time rate, whichever is greater.

12.2.4 There shall be no prorating of a "day" described in Article 4.1.4, Vacation Leave with Pay.

12.2.5 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in the vacation leave article, prorated by comparing the employee's normal weekly hours of work to the normal weekly hours of work of full-time employees.

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

12.2.7 Notwithstanding the provisions of Article 5, (Severance Pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly rate of pay for the appropriate group and level to produce the severance pay benefit.

ANNEX “A”

NSERC EMPLOYEE

ANNUAL RATES OF PAY

- A- Effective: April 1, 2018 (2.80%) Economic Increase
- B- Effective: April 1, 2019 (2.20%) Economic Increase
- C- Effective: April 1, 2020 (1.35%) Economic Increase
- X- Effective: April 1, 2020 (0.15%) Wage Adjustment

Group		Minimum		Maximum	Progression Increment
GR-01					
FROM:	\$	40734	TO	46293	2.80%
To:	A	41875	TO	47589	2.80%
To:	B	42796	TO	48636	2.80%
To:	C	43374	TO	49293	2.80%
To:	X	43439	TO	49367	2.80%
GR-02					
FROM:	\$	44301	TO	50923	3.00%
To:	A	45541	TO	52349	3.00%
To:	B	46543	TO	53501	3.00%
To:	C	47171	TO	54223	3.00%
To:	X	47242	TO	54304	3.00%
GR-03					
FROM:	\$	48184	TO	56027	3.20%
To:	A	49533	TO	57596	3.20%
To:	B	50623	TO	58863	3.20%
To:	C	51306	TO	59658	3.20%
To:	X	51383	TO	59747	3.20%
GR-04					
FROM:	\$	52401	TO	61648	3.40%
To:	A	53868	TO	63374	3.40%
To:	B	55053	TO	64768	3.40%
To:	C	55796	TO	65642	3.40%
To:	X	55880	TO	65740	3.40%
GR-05					
FROM:	\$	57974	TO	69015	3.60%
To:	A	59597	TO	70947	3.60%
To:	B	60908	TO	72508	3.60%
To:	C	61730	TO	73487	3.60%
To:	X	61823	TO	73597	3.60%

Group		Minimum		Maximum	Progression Increment
GR-06					
FROM:	\$	64304	TO	77475	3.80%
To:	A	66105	TO	79644	3.80%
To:	B	67559	TO	81396	3.80%
To:	C	68471	TO	82495	3.80%
To:	X	68574	TO	82619	3.80%
GR-07					
FROM:	\$	71007	TO	86593	4.00%
To:	A	72995	TO	89018	4.00%
To:	B	74601	TO	90976	4.00%
To:	C	75608	TO	92204	4.00%
To:	X	75721	TO	92342	4.00%
GR-08					
FROM:	\$	77155	TO	95251	4.20%
To:	A	79315	TO	97918	4.20%
To:	B	81060	TO	100072	4.20%
To:	C	82154	TO	101423	4.20%
To:	X	82277	TO	101575	4.20%

Performance Pay

GR-09					
FROM:	\$	84989	TO	106238	
To:	A	87369	TO	109213	
To:	B	89291	TO	111616	
To:	C	90496	TO	113123	
To:	X	90632	TO	113293	
GR-10					
FROM:	\$	95643	TO	119546	
To:	A	98321	TO	122893	
To:	B	100484	TO	125597	
To:	C	101841	TO	127293	
To:	X	101994	TO	127484	

NOTE: HR Compensation will provide employees who are salary protected on conversion, with the rates of pay that apply to them.

ANNEX “B”

DELETED ARTICLES

Compassionate Care Leave

4.3.15 Notwithstanding the definition of family under paragraph 4.3.14, and notwithstanding paragraphs 4.3.14 (b) and (d) , an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

(a) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 4.3.14 (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.

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

(c) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied paragraphs (a) and (b) above cease to apply.

(d) Leave without pay granted under this article for a period in excess of three (3) months 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.

(e) Time spent on such leave without pay for a period in excess of three (3) months shall not be counted for pay increment purposes

ANNEX “C”

ANNUAL ALLOWANCE FOR COMPENSATION ADVISORS

Compensation Advisors shall be entitled to an annual allowance of \$3,500 commencing on April 1, 2018 and ending with the renewal of the Terms and Conditions.

1. In an effort to increase retention of Compensation Advisor, the Employer will provide an allowance to incumbents of Compensation Advisor position for the performance of Compensation and Benefit duties at the GR-06 level.
2. Compensation Advisor who perform the duties of the position identified above shall be eligible to receive a “Retention Allowance” in the following amounts and subject to the following conditions:
 - a. Commencing on April 1, 2018 and ending with the renewal of the Terms and Conditions, Compensation Advisor shall be eligible to receive an allowance of \$3,500.00 to be paid bi-weekly;
 - b. The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the *Terms and Conditions of Employment*. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty eight (260.88):

<u>Retention Allowance:</u>	Annual	Daily
Compensation Advisor	\$3,500	\$13.42
 - c. The Retention Allowance specified above does not form part of an employee’s salary;
 - d. The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under Article 4.3 of the *Terms and Conditions of Employment*;
 - e. Subject to (f) below, the amount of the Retention Allowance payable is that amount specified in paragraph 2 (b);
 - f. When a Compensation Advisor is required by the Employer to perform duties of a higher classification level in accordance with Article 1.3, the Retention Allowance shall not be payable for the period during which the employee performs the duties of a higher level.
3. A part-time Compensation Advisor shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
4. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.

This Retention Allowance expires upon the renewal of the new Terms and Conditions.