



Bargaining Proposals

Presented by:

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

To

Canadian Nuclear Safety Commission

**On Behalf of the
NUREG Professional Employees Group**

September 23, 2026

Listed below you will find our bargaining proposals submitted for this round of negotiations to amend the collective agreement between the NUREG Professional Employees Group of the Professional Institute of the Public Service of Canada (PIPSC) and Canadian Nuclear Safety Commission (CNSC) which expired on March 31, 2026. These proposals are submitted without prejudice to any future proposed amendments and/or additions, and subject to our rights to correct any errors and/or omissions. The Institute reserves the right to table new proposals in response to issues and proposals raised by the employer.

The Institute reserves the right to introduce detailed proposals wherever it is indicated that issues will be discussed or that proposals will be presented later.

The Institute reserves the right to introduce detailed proposals following the review of the data as shared by the employer on September 18th, 2026.

The Institute reserves the right to sometimes propose titles for articles when there is none or to modify titles.

The Institute proposes that all acronyms used in the collective agreement be defined when first mentioned.

Changes are highlighted in **bold type**. Where deletions are proposed they are identified by a "(-)". Editorial and explanatory notes regarding the proposals and/or placeholders are indicated in *italics*.

Subject to the above noted, and subject to subsequent editorial changes, including translation corrections to current language, all other clauses, articles or portion thereof, appendices and any other matters will be considered to be renewed.

The Institute asks the employer to disclose the details of changes to policies, conditions and terms of employment, as well as benefits that the employer can reasonably anticipate will be decided or proposed by the employer away from this bargaining table before or during the life of the agreement. The Institute asks that the employer volunteer information that will allow the parties to discuss how such changes could affect the value of the proposals brought to the table during the current round of bargaining. PIPSC reserves the right to submit additional proposals after receiving this information.

NUREG Professional Employees Group Bargaining Team

Group President: Jennie Esnard

Bargaining Team Members:

Kwaku Agyei

Micheline Brunette

Catherine Clarkin

Benjamin Lootsma

Lisa Love-Tedjoutomo

William Stewart

Scarlett Xu

Negotiator: Robert Séguin

Research Officer: Lionel Siniyunguruza

Advisor, Strategic Bargaining: Iris Chan

ARTICLE 2
INTERPRETATION AND DEFINITIONS

The Institute reserves the right to introduce proposals on Article 2 – Interpretation and Definitions at a later date.

ARTICLE 2 INTERPRETATION AND DEFINITIONS

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

Change term “common-law spouse” for “common law partner” across the agreement.

ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01

Introduce NEW definition of "family" in Article 2.01

"family" includes:

- a. parents (including step-parents, foster parents and parents-in-law);**
- b. siblings (including step-siblings and siblings-in-law);**
- c. spouse (including common-law partner);**
- d. children (including child of spouse, stepchild, foster child, ward of the employee, and child-in-law);**
- e. children of siblings (including children of spouse's siblings);**
- f. grandparents (including grandparents of spouse);**
- g. grandchildren (including grandchildren of spouse);**
- h. any relative permanently residing in the employee's household or with whom the employee permanently resides;**
- i. any person for whom the employee has a duty of care, irrespective of whether they reside with the employee; and**
- j. 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.**

ARTICLE 5 MANAGEMENT RIGHTS

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

5.02 The Employer will act reasonably, fairly and in good faith in administering this Agreement. Failure to demonstrate good faith will result in a workplace assessment.

ARTICLE 6
NO DISCRIMINATION

The Institute would like to discuss harassment and reserves the right to introduce proposals at a later date.

ARTICLE 7 HOURS OF WORK

The Institute proposes to amend Article 7 to implement a seven (7) hour work day and thirty-five (35) hour work week, with such other consequential amendments as required throughout the collective agreement to give effect to this change.

The Institute reserves the right to present proposals on Article 7 - Hours of work.

General

7.01

(a) The normal work week shall consist of ~~thirty-seven decimal five (37.5)~~ **thirty-five (35)** hours over a five-day period, and the scheduled work day shall be ~~seven decimal five (7.5)~~ **seven (7.0)** consecutive hours exclusive of a meal period, between the hours of 06:00 and 18:00, subject to operational requirements.

The normal work week shall be Monday to Friday inclusive.

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

**Hours outside of regularly scheduled workday

7.07 Notwithstanding clause 7.01(a) the Employer may vary the normal weekly and daily hours of work to meet operational needs. In these circumstances, the Employer will make every reasonable effort to notify the employee in writing of the change to working hours at least seven (7) days in advance. **Except in cases of emergency, an employee who has not been given at least seven (7) days advance notice in writing has the right to refuse the altered schedule.**

7.08 An employee whose hours are changed to extend before or beyond 06:00 and 18:00, **Monday through Friday inclusive**, ~~and has not received at least seven (7) calendar days' advance notice of a change in the employee's hours of work,~~ the employee will receive compensation at the rate of **double (2)** ~~one and one-half (1 1/2)~~ time for work performed for the first ~~seven decimal five (7.5)~~ hours

~~of the changed schedule. Subsequent days with altered hours of work shall be paid for at straight time and every effort shall be made by the Employer to ensure that the normal scheduled days of rest are maintained.~~

~~7.09 — An employee working hours that were changed to extend before or beyond 06:00 and 18:00 will receive a premium of five (\$5.00) per hour for each hour worked, including overtime hours, between 18:00 and 06:00. Such premium shall not form part of the basic wage rate or be used in calculating overtime pay. Where the hours of work have been changed, there shall be a five dollar (\$5.00) premium for each hour worked on Saturday and Sunday exclusive of overtime hours worked.~~

~~7.10 — An employee working a normal workday in accordance with the provisions of clause 7.01(a) who is required to work overtime is not eligible to a premium of five dollars (\$5.00).~~

~~7.4109~~ The Employer will ~~make every reasonable effort not to schedule the commencement of seven decimal five (7.5) working hours~~ **an employee's daily hours of work** within twelve (12) hours of the completion of the employee's previous **scheduled** ~~seven decimal five (7.5) working hours~~ **daily hours of work**. ~~There shall be a premium of time and one half where an employee is required to report for work with less than twelve (12) hours rest for hours worked within the twelve (12) hour rest period.~~ **For greater clarity, this applies only to the employee's scheduled work day, and does not apply to overtime, call-back, standby or in cases of emergency.**

7.12 When, ~~because of periodic and temporary operational requirements,~~ the employer varies the normal weekly or daily hours of work, the employer shall ensure employees:

- (a) Do not experience a loss of regular earnings;
- (b) Work days that are seven decimal five (~~7.57~~) consecutive hours, exclusive of a meal period;
- (c) Obtain at least two (2) consecutive days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked;
t. The consecutive days of rest may be in separate calendar weeks.

7.13 Within a period where the employer varies the normal weekly or daily hours or work, every reasonable effort shall be made by the employer to:

- (a) avoid excess fluctuations in hours of work;
- (b) consider the wishes of the employee concerned when making arrangements.

Telework

The Institute proposes a new article on telework.

ARTICLE 7 HOURS OF WORK

The Institute reserves the right to make further proposals to introduce a right to disconnect from communications outside of work hours.

ARTICLE 8 OVERTIME

Overtime

8.01

- (a) Overtime is defined as pre-authorized time worked by a full-time employee on a day of rest, on a designated paid holiday or on a regularly scheduled workday in excess of seven and one half ($7\frac{1}{2}$) hours.
- ~~(b) Compensation under this Article shall not be paid in respect of attendance at courses, training sessions, conferences and seminars unless so provided for in Article 18 (Career Development and Training).~~
- (~~eb~~) Travel time shall be governed by Article 9.
- (~~dc~~) All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

ARTICLE 8 OVERTIME

8.02 All employees required to work overtime shall be compensated as follows: ~~as follows:~~ **at the rate of double (2) time for all hours of overtime worked.**

ARTICLE 8 OVERTIME

Overtime Meal Allowance

- 8.04 (a) An employee who works three (3) or more hours of overtime immediately before or immediately following scheduled hours of work shall be reimbursed for one meal ~~in the amount of \$12.00,~~ **allowance in accordance with the applicable current meal rate provided for in the National Joint Council Travel Directive**, except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to the employee's place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal ~~in the amount of \$12.00,~~ **allowance in accordance with the applicable current meal rate provided for in the National Joint Council Travel Directive**, except where free meals are provided.
- (c) Sub-clauses 8.04 (a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals ~~or to an employee who has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.~~

ARTICLE 8 OVERTIME

- 8.XX When an employee performs any overtime work non-contiguous to their normal hours of work, they shall be entitled to the greater of:**
- a) a minimum of three (3) hours' pay at the applicable overtime rate, or**
 - b) compensation at the applicable overtime rate for each hour worked.**

Renumber accordingly

ARTICLE 8 OVERTIME

Standby

8.09 (a) An employee designated for standby duty shall be available during the period of standby at a known telephone number **or other agreed method of communication** and be able to report for duty as quickly as possible if called.

(b) Appropriate electronic communication devices will be provided without cost to those employees on standby duty.

8.10 When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be compensated at the rate of one-half (1/2) hour of pay for each four (4) hour period or portion thereof of standby duty. No payment shall be made where the employee is unable to perform work when required.

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

ARTICLE 8 OVERTIME

8.XX (NEW) Hours Free From Work

Every employee is entitled to and shall be granted a rest period of at least twelve (12) consecutive hours between work periods or shifts. Where such a rest period extends into the employee's next scheduled work day, the employee will maintain regular earnings for that full day. Where operational requirements do not allow for twelve (12) hours of rest before being required to report for a scheduled work day, the employee shall be compensated at the applicable overtime rate for all hours worked until the twelve (12) hours rest period is completed.

ARTICLE 9 TRAVELLING TIME

9.01

- (a) ~~on a normal working day on which an employee travels but does not work, the employee shall receive regular pay for the day.~~
- (b) ~~on a normal working day on which an employee travels and works, the employee shall be paid:~~
 - (i) **the minimum of the employee's regular pay for the day,** ~~regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 ½) hours,~~
 - and
 - (ii) ~~at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 ½) hour period of work and/or travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay in any day, calculated at the straight time rate.~~
- (c) ~~on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum payment of fifteen (15) hours pay, calculated at the straight time rate.~~

ARTICLE 9 TRAVELLING TIME

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

(a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the ~~normal~~ **actual** travel time to the point of departure, as determined by the Employer;

(b) for travel by private means of transportation, the ~~normal-time as determined by the Employer,~~ to proceed from the employee's place of residence or work place, as applicable, direct to the destination and, upon return, direct back to the employee's residence or work place;

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

(d) when an employee travels through more than one (1) time zone, computation will be made as if the employee had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.

ARTICLE 9 TRAVELLING TIME

Travel Status Leave

- 9.06 An employee who is required to travel outside his or her headquarters area on government business as these expressions are defined by the Employer, and is away from his or her permanent residence for twenty (20) nights during a fiscal year shall be granted seven ~~decimal five (7.5)~~ hours off with pay. The employee shall be credited with seven ~~decimal five (7.5)~~ additional hours off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights. **For stays below twenty (20) nights total, the employee shall receive a pro-rated credit rounded up to the nearest 15-minute increment, for up to seven (7) additional hours.**
- 9.07 The maximum number of hours off earned under this clause shall not exceed thirty-seven ~~decimal five (37.5)~~ hours in a fiscal year and shall accumulate as compensatory leave with pay.
- 9.08 This leave with pay is deemed to be compensatory leave and is subject to the article 8.04.
- ~~9.09 The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.~~

ARTICLE 11 DESIGNATED PAID HOLIDAYS

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

- a. New Year's Day,
- b. Good Friday,
- c. Easter Monday,
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- e. **National Indigenous Peoples Day;**
- f. Canada Day,
- g. Labour Day,

**

- h. National Day for Truth and Reconciliation,
- i. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- j. Remembrance Day,
- k. Christmas Day,
- l. Boxing Day,
- m. ~~one additional day~~ **Two (2) additional days** in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed **resides**; or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, **the third Monday of February** and the first (1st) Monday in August, and
- n. One (1) additional day when proclaimed by an act of Parliament as a national holiday.

ARTICLE 12 VACATION LEAVE

12.03 (a) The Employer agrees to accept the unused vacation leave credits up to a maximum of six (6) weeks of an employee who resigns from the Public Service or an organization listed in Schedule V of the *Financial Administration Act* in order to take a position with the CNSC if the transferring employee is eligible and has chosen to have these credits transferred.

- (b) These provisions will also apply to term employees hired for more than six (6) months or, if the period is less than six (6) months, at the time they become indeterminate employees.
- (c) For the purposes of determining entitlement under Article 12.02 above, the employee will be deemed to have reached the minimum anniversary of service in which the annual leave entitlement normally accrues and will accrue additional annual leave from this deemed date of service.
- (d) Effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of annual leave entitlements.
- (e) **Any former service within the Library of Parliament, the Office of the Parliamentary Budget Officer, the House of Commons or the Senate whether continuous or discontinuous, shall be included in the calculation of annual leave entitlements.**

**ARTICLE 12
VACATION LEAVE**

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

is granted bereavement leave,

or

is granted sick leave ~~on production of a medical certificate,~~

or

is granted leave with pay ~~because of illness in the immediate family~~ **for family-related responsibilities,**

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

ARTICLE 12 VACATION LEAVE

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

- (a) fifteen (15) days annually until the month in which the employee's fourth (4th) anniversary of service occurs;
- (b) sixteen (16) days annually until the month in which the employee's fifth (5th) anniversary of service occurs;
- (c) seventeen (17) days annually until the month in which the employee's sixth (6th) anniversary of service occurs;
- (d) eighteen (18) days annually until the month in which the employee's seventh (7th) anniversary of service occurs;
- (e) nineteen (19) days annually until the month in which the employee's eighth (8th) anniversary of service occurs;
- (f) twenty (20) days annually commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (g) twenty-one (21) days annually commencing with the month in which the employee's tenth (10th) anniversary of service occurs;
- (h) twenty-two (22) days annually commencing with the month in which the employee's twelfth (12th) anniversary of service occurs;
- (i) twenty-three (23) days annually commencing with the month in which the employee's fourteenth (14th) anniversary of service occurs;
- (j) twenty-four (24) days annually commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (k) twenty-five (25) days annually commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (l) twenty-six (26) days annually commencing with the month in which the employee's twentieth (20th) anniversary of service occurs;
- (m) twenty-seven (27) days annually commencing with the month in which the employee's twenty-second (22nd) anniversary of service occurs;

- (n) twenty-eight (28) days annually commencing with the month in which the employee's twenty-fourth (24th) anniversary of service occurs;
- (o) twenty-nine (29) days annually commencing with the month in which the employee's twenty-sixth (26th) anniversary of service occurs; and,
- (p) thirty (30) days annually commencing with the month in which the employee's twenty-eight (28th) anniversary of service occurs.

12.03 On the month in which the employee's 29th anniversary of service occurs, the employee shall be entitled to a bonus equal to a period of one (1) day of time off with pay. The employee shall be entitled to a bonus equal to one (1) additional day of time off with pay for each additional year of service.

Renumber accordingly.

ARTICLE 13
SICK LEAVE

The Institute would like to discuss sick leave and reserves the right to introduce language at a later date.

ARTICLE 13 SICK LEAVE

13.03

- a. Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 13.02 (a).
- b. **After five (5) or more consecutive days of absence, the Employer may require the employee to obtain a medical certificate from a legally qualified medical practitioner.**
- c. **Should the Employer require the employee to obtain a medical certificate, the employer shall pay and reimburse all costs associated with such a certificate, including all time required to obtain the certificate.**
- d. **The medical certificate shall be delivered to the employee's compensation advisor.**
- e. **"legally qualified medical practitioner" includes:**
 - a. **a person who is qualified to practice as a physician;**
 - b. **a person who is qualified to practice as a psychologist;**
 - c. **a person who is qualified to practice as a midwife;**
 - d. **a registered nurse who holds an extended certificate of registration (nurse practitioner); or**
 - e. **a member of a regulated or licensed class of medical practitioners,****provided the illness being treated is within their field.**
- f. **A request for a medical certificate shall be limited to the following information:**
 - a. **the date the employee was assessed by the medical practitioner;**
 - b. **the duration or expected duration of the absence;**
 - c. **the medical restrictions, if any, necessary to accommodate the employee's return to work.**
- g. **The Employer shall not request information about the diagnosis or treatment of the employee's medical condition.**

**ARTICLE 13
SICK LEAVE**

Time off for personal medical and dental appointments

13.08

- (a) An employee shall be granted leave with pay up to three decimal five (3.5) hours, for employees to attend their own personal medical and dental appointments, without charge to their leave credits, per appointment.**
- (b) Employees shall make every reasonable effort to schedule medical or dental appointments on their own time. However, in the event that medical or dental appointments cannot be scheduled outside of working hours, employees shall be granted leave with pay to attend medical or dental appointments.**
- (c) Unless otherwise informed by the Employer in advance, completion of the appointment leave request stating that they were required to attend a medical or dental appointment, shall be considered sufficient to qualify the employee for such leave.**

ARTICLE 14
PARENTAL AND FAMILY-RELATED LEAVE/MATERNITY ALLOWANCE

14.01 (e) Caregiving Leave

- (i) 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 may be granted leave without pay while in receipt of or awaiting these benefits.
- (ii) The leave without pay described in 14.03(3)(i) 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.
- (iii) 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.
- (iv) 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, paragraphs 14.03(e)(i) above ceases to apply.
- (v) **Where an employee is subject to a waiting period before receiving Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive an allowance of ninety-three per cent (93%) of their weekly rate of pay.**
- (vi) **For each week the employee receives Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive the difference between ninety-three per cent (93%) of their weekly rate and the applicable Employment Insurance (EI) benefit.**
- (vii) 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.

ARTICLE 14 PARENTAL AND FAMILY-RELATED LEAVE/MATERNITY ALLOWANCE

Leave With Pay for Family-Related Responsibilities

14.02 (a) For the purpose of this clause, family is defined as **per article 2.01.:**

1. ~~spouse (or common-law spouse residing with the employee);~~
2. ~~dependent children (including children of legal or common-law spouse, foster children residing with the employee and ward of the employee);~~
3. ~~parents (including stepparents or foster parents);~~
4. ~~brother, sister, step brother, step sister;~~
5. ~~grandparents and grandchildren of the employee;~~
6. ~~any relative permanently residing in the employee's household or with whom the employee permanently resides;~~
7. ~~any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, or~~
8. ~~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.~~

(b) The total leave with pay which may be granted under sub-clause 14.04(c) shall not exceed ~~five~~**ten (510)** days in a fiscal year.

(c) The Employer shall grant leave with pay under the following circumstances:

(i) to take a dependent family member for medical or dental appointments or for appointments with school authorities or adoption agencies. A dependent family member is a family member who is incapable of attending the appointment unaccompanied. An employee is expected to make reasonable efforts to schedule appointments to minimize the employee's absence from work and must notify the supervisor of the appointment as far in advance as possible;

(ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to

make alternative care arrangements where the illness is of a longer duration;

(iii) for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;

(iv) to provide for the immediate or temporary care of an elderly family member/child of the employee's family;

(v) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

(vi) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

(vii) to visit a family member who, ~~due to an incurable terminal illness,~~ is nearing the end of their life;

(viii) ~~fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated above may be used~~ to attend an appointment with a ~~legal or paralegal~~ **professional** 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.

(ix) to attend to other matters that are reasonably considered a pressing necessity within the employee's household.

ARTICLE 14
PARENTAL AND FAMILY-RELATED LEAVE/MATERNITY ALLOWANCE

14.03 (a) ~~Up to three decimal seven five (3.75) hours of~~ **Notwithstanding article 13.08,** time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments **related to the pregnancy.**

~~(b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.~~

ARTICLE 14

PARENTAL AND FAMILY-RELATED LEAVE/MATERNITY ALLOWANCE

Domestic Violence Leave

14.06 For the purpose 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 someone with whom the employee has or had an intimate relationship.

- (a) The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance **and performance** at work. **Therefore, the Employer is committed to providing support to employees who experience domestic violence.**
- (b) 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 dependent 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-; **or**
 - vi. **to attend to any other activities that people experiencing domestic violence need to manage.**
- (c) The total domestic violence leave with pay which may be granted under this article shall not exceed ~~seventy-five (75)~~ **two hundred and ten (210)** hours in a fiscal year.
- (d) **All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.**
- (e) **In order to provide support to an employee experiencing domestic violence and to ensure a safe work environment for all employees, the Employer will approve any reasonable request from an employee experiencing domestic violence for:**
 - i. **Changes to their work pattern, location or hours;**

- ii. Job assignment;
- iii. Working remotely;
- iv. Job transfer or relocation;
- v. A change to their telephone number or email address to avoid harassing contact; and/or
- vi. Any other appropriate measure, including those available under existing flexible work

- ~~(d)~~ **(h)** ~~The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it. 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.~~
- ~~(e)~~ **(g)** Notwithstanding clauses 14.06(b) to 14.06(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.

ARTICLE 14
PARENTAL AND FAMILY-RELATED LEAVE/MATERNITY ALLOWANCE

The Institute would like to discuss maternity and parental allowance and leave (clauses 14.07, 14.08, 14.09, 14.10, 14.11 and 14.12), and reserves the right to introduce proposals at a later date.

ARTICLE 15
OTHER LEAVE WITH OR WITHOUT PAY

Bereavement Leave

15.02 For the purpose of this clause, **in addition to the definition of family, bereavement leave with pay shall apply if the employee or their spouse has a miscarriage or stillbirth.** ~~Immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides, or, subject to paragraph 15.02(e) below, 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) When a member of the employee's ~~immediate~~ family dies, an employee may be granted a maximum of up to ~~five~~ **ten (510)** working days for bereavement in the employee's ~~immediate~~ family. This leave may be divided in ~~two (2)~~ periods and granted on separate days ~~when the day of the funeral and the service occurred at different times.~~ In addition, the employee may be granted up to ~~three (3)~~ **six (6)** working days with pay for the purpose of travel related to the death.
- (b) An employee is entitled to up to one (1) day's bereavement leave with pay for purposes related to the death of ~~the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law; aunt or uncle and grandparents of spouse.~~
 - i. **a relative not included in the definition of family, or**
 - ii. **another employee or former/retired employee.**

~~(c) — An employee is entitled to three (3) six consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after 20 weeks of pregnancy. The leave may be taken during the period that begins on the day on which the stillbirth occurs and ends no later than 12 weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.~~

~~(d)~~(c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement vary on an individual basis. On request, the

Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 15.02(a) and (b) or for persons other than those listed in this clause.

~~(e)~~(d) If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses (a) and (b) of this article, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

~~(f)~~ — ~~An employee shall be entitled to bereavement leave with pay for a person who stands in the place of a relative for the employee whether or not there is a degree of consanguinity between such person and the employee only once during the employee's total period of employment in the public service.~~

ARTICLE 15
OTHER LEAVE WITH OR WITHOUT PAY

15.07 Other Leave With or Without Pay

~~At its discretion~~ **At the request of the employee**, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement, **including military or civil defence training, emergencies affecting the community or place of work. Such requests shall not be unreasonably denied. If denied, the reasons shall be provided in writing.**

ARTICLE 15
OTHER LEAVE WITH OR WITHOUT PAY

Personal Leave

15.08

- (a) An employee shall be granted, in each fiscal year, ~~two (2)~~ **five (5)** days of leave with pay for reasons of a personal nature.
- (b) This leave with pay cannot be transferred from one fiscal year to the next, and has no cash out value.
- (c) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's leave but shall make every reasonable effort to provide an employee's leave in an amount and at such time as the employee may request.

ARTICLE 15 OTHER LEAVE WITH OR WITHOUT PAY

Leave for Traditional Indigenous Practices

15.09

- (a) Subject to operational requirements as determined by the Employer, ~~fifteen-thirty-five (135)~~ **thirty-five (35)** hours of leave with pay and ~~twenty-two decimal five (22.5)~~ hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing and harvesting.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

- (b) 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.
- (c) An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.
- ~~(d) As an alternative to leave without pay as per clause 15.11(a), at the request of the employee and at the discretion of the Employer, time off with pay, up to a total amount of twenty-two decimal five (22.5) hours, may be granted to the employee in order to fulfill their traditional Indigenous practices. 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.~~
- ~~(e)~~ **(d)** Leave of time off with pay under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

ARTICLE 15
OTHER LEAVE WITH OR WITHOUT PAY

NEW 15.XX Leave for Income Averaging

The Institute would like to discuss Leave for Income Averaging, and reserves the right to introduce proposals at a later date.

ARTICLE 15
OTHER LEAVE WITH OR WITHOUT PAY

NEW 15.XX Leave with pay for participation in a staffing process

Where an employee participates in a CNSC staffing process, including the recourse mechanism where applicable, or applies for a position in the public service, as defined in the Federal Public Sector Labour Relations Act, including the complaint process where applicable, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where their presence is so required. This applies to a process related to the Interchange Program and to deployments.

ARTICLE 18
CAREER DEVELOPMENT

The Institute would like to discuss career development and reserves the right to introduce language at a later date.

ARTICLE 22 LEAVE FOR ~~STAFF~~ LABOUR RELATIONS

The Institute would like to discuss leave for union business and coding for union leave, and reserves the right to introduce language at a later date.

The Institute proposes to amend the leave for staff relations provisions to incorporate MOA #6 into the collective agreement, with amendments, and reserves the right to introduce language at a later date.

The Institute would like to discuss the re-introduction of the Liberated Steward Agreement, and reserves the right to introduce language at a later date.

22.01 The Employer acknowledges the right of the Institute to elect or appoint Institute Representatives from amongst the members of the bargaining unit to act on behalf of the Institute. The Institute shall inform the Employer promptly and in writing of the names and roles of its Representatives and of any subsequent changes. **Requests for Leave under Article 22 shall not be unreasonably denied. If denied, the reasons shall be provided in writing.**

ARTICLE 22
LEAVE FOR ~~STAFF~~ LABOUR RELATIONS

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

- (a) attendance at training sessions concerning Employer-employee relations sponsored by the Employer;
- (b) the presentation of a grievance to the Employer by an employee;
- (c) attendance at meetings with the Employer at the Employer's request;
- (d) meetings with the Employer at the Employer's request related to Joint Consultation;
- (e) meetings with the Employer related to occupational health and safety; and
- (f) such other meetings where attendance is requested or required by the Employer.
- (g) complete activities that are necessary to ensure effective and valuable meetings. These activities shall include, but are not limited to planning, investigation of items, preparation and review of materials, gathering and sharing of information, communication, and organizing meetings.**

ARTICLE 22
LEAVE FOR ~~STAFF~~ LABOUR RELATIONS

22.06 Institute official meetings and conventions

(a) Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend meetings and conventions provided in the constitution and by-laws of the Institute.

(b) Where operational requirements permit, the Employer will grant leave without pay to employees who qualify for programs or policies of the Institute that compensate Institute members for the loss of days of rest due to attendance at Institute meetings or training.

ARTICLE 23 RESOLUTION OF PROBLEMS

The Institute proposes to delete clause 23.03(a) with the necessary revisions to the remainder of this Article to give effect to this change.

Employee-Supervisor Meeting

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

Grievance Procedure

- 23.02 (a) Subject to and as provided in Section 208 of the Federal Public Sector Labour Relations Act, an employee who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in this Article.
- (b) Where the grievance relates to the interpretation or application of this Agreement or an Arbitral Award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Institute.
- 23.03 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following levels:
- ~~(a) level 1: first level management;~~
 - ~~(b) level 2 1: intermediate Director General level or above where such level is established within the Employer;~~
 - (c) final level: President or authorized representative.

ARTICLE 25 DISCIPLINE

- 25.01 (a) Where an employee is required to attend a meeting on disciplinary matters, the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive in writing a minimum of two (2) working days notice of such meeting, **as well as its purpose.**
- (b) When an employee is suspended from duty or terminated, the Employer shall notify the employee in writing of the reason for such suspension or termination. The Employer shall make every reasonable effort to provide such notification at the time of suspension or termination.
- (a) The Employer shall notify the local representative of the Institute as soon as possible that such suspension or termination has occurred.
- 25.02 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document or written statement concerning the conduct of an employee unless that employee has been provided with a copy of that document or statement within a reasonable period before that hearing.
- 25.03 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any single period of leave without pay in excess of six (6) months.
- 25.04 Reasonable effort shall be made to ensure that any disciplinary investigation, administrative investigation or any other form of investigation subject to this article will be conducted in a reasonable length of time.**

ARTICLE 26
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

Performance Assessments

- 26.01** The parties share the belief that the performance review process is a shared responsibility and consists of discussions between the employee and the employee's supervisor. The parties agree that the performance review process is a continuous cycle and it helps the employee and the supervisor to work together to establish measurable objectives, monitor progress and assess results. The parties further agree that the supervisor will provide the employee with ongoing written feedback and support mechanisms during the performance period in order to help achieve agreed upon objectives. Nothing contained herein negates, limits or reduces the Employer's obligations to accommodate employees, in accordance with the *Canadian Human Rights Act*.
- 26.02** At the beginning of the appraisal period, or immediately following a substantive change to an employee's role, assignment or responsibilities, the employer will clearly articulate and provide in writing to the employee the required measurable performance objectives used to assess their performance.
- 26.03** The Performance Assessment and any record of a discussion between an employee and their manager or Director in the Performance Assessment process shall not be used by the Employer for any other purposes nor disclosed to any other employee.
- ~~26.04~~ **26.04** The Employer will provide a ~~verbal~~ **written** performance assessment on an annual basis, ~~and may at its discretion provide such assessment in a written format.~~
- ~~26.02~~ **26.05** When a written assessment of an employee's performance is made, the employee shall be provided with a copy and shall be given an opportunity to sign the assessment form to indicate that its contents have been read. The employee's signature shall not be interpreted as concurrence with the statements contained on the form.
- ~~26.03~~ **26.06** When an employee disagrees with a written assessment of the employee's work, the employee shall have the right to provide written counterarguments which shall be attached to the appraisal placed on the employee's personnel file.

- 26.07** Where the Employer identifies a performance related requirement for training, such as an employee's annual performance evaluation, written performance objectives, work plan or performance improvement plan, that employee shall be entitled to training required to ensure they can meet that objective. The Employer shall provide the employee with the training necessary to meet the performance requirements and the training will be considered employer requested. All hours on training shall be deemed hours worked.
- 26.08** Where such training is not available, the employee will not be evaluated on those performance related requirements that required training.
- 26.09** The employee will have the right to representation during the creation of a performance improvement plan as a result of their performance review.

ARTICLE 26
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

Employee Files

- ~~26-04~~ **26.10** Upon written request of an employee, the personnel files of that employee shall be made available for examination in the presence of an authorized representative of the Employer and, **if the employee requests, an authorized representative of the Institute. Upon written request, the employee shall be provided a complete copy of the personnel files, including any electronic or written record relating to the employee.**
- ~~26-05~~ **26.11** When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read. **The employee shall have the right to provide written counterarguments which shall be included or attached to the report placed on the employee's personnel file.**
- ~~26-06~~ **26.12** Upon request, an employee shall be entitled to a current and complete work description of the employee's position including the position's classification level and point rating and an organization chart depicting the position's place in the organization.
- NEW 26.13** Any document or written statement critical of an employee's performance, which may have been placed on the employee's file(s), shall be destroyed after one year has elapsed.

ARTICLE 28
TECHNOLOGICAL CHANGE

The Institute would like to discuss technological change and reserves the right to introduce proposals at a later date.

ARTICLE 29 PART-TIME EMPLOYEES

The Institute would like to discuss part-time employees provisions and reserves the right to introduce proposals at a later date.

Designated Holidays

29.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of ~~four decimal six per cent (4.6%)~~ **five decimal four (5.4)** for all straight-time hours worked during the period of part-time employment.

(a) Should an additional day be proclaimed by an act of Parliament as a national holiday, as per paragraph 11.01 (~~mn~~), this premium will increase by zero decimal thirty-eight (0.38) percentage points.

(b) The effective date of the percentage point increase will be within one hundred and eighty (180) days after the additional day is proclaimed by an act of Parliament as a national holiday, but not before the day on which the holiday is first observed.

29.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday in Article 11 of this Agreement, the employee shall be paid **double time (2)** ~~and one half (1 1/2)~~ the hourly rate of pay for all hours worked on the holiday.

ARTICLE 32 REGISTRATION FEES

32.02 Where the reimbursement of professional fees is not a requirement for the continuation of the performance of the duties of ~~his/her~~ **their** position the employer may reimburse an employee for ~~his/her~~ **their** membership fee paid to an association relevant to the employee's profession or the profession's governing regulatory body to a maximum of ~~\$300~~ **\$500**. **Such requests shall not be unreasonably denied. If denied, the reasons shall be provided in writing.**

ARTICLE 33 PAY ADMINISTRATION

The Institute would like to discuss pay administration and reserves the right to introduce language at a later date.

Acting Pay

- 33.03 (a) When an employee is required by the Employer to ~~substantially~~ perform **any of** the duties of a higher classification level on an acting basis for at least ~~five (5)~~ **three (3)** consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.
- 33.04 An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.**
- 33.05 For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting at the same level.**
- 33.06 Where an employee is appointed to a position for which the employee previously acted, time in the acting position shall be credited for the purpose of establishing their salary increment date.**

Renumber accordingly.

**ARTICLE 33
PAY ADMINISTRATION**

NEW 33.XX Withholding pay

- . The Employer shall not make deductions from wages or other amounts due to an employee, except as permitted by law, as permitted by this Article or as otherwise required by this Collective Agreement:
 - i. those required by a federal or provincial Act or regulations;
 - ii. those authorised by a court order or the collective agreement or other document signed by the Institute on behalf of the employee;
 - iii. amounts authorised in writing by the employee; and
 - iv. overpayments of wages by the employer.
- b. Deductions made for overpayment of wages shall not exceed ten percent (10%) of gross wages per pay period, with no less than sixty (60) days written notice to the employee.
- c. Payroll penalties shall be assessed against the Employer for overpayment recoveries exceeding ten (10) percent. The penalty shall be the greater of \$150 per incorrect pay recovery, or 3% of the total excess recovered pay deducted from the employee, plus:
 - i. A further 5% if the employee has not been reimbursed within one pay period;
 - ii. A further 7% if the employee has not been reimbursed within two pay periods;
 - iii. A further 10% if the employee has not been reimbursed within three pay periods; and
 - iv. An additional 20% if this is the second or subsequent time the employer has exceeded the overpayment recovery from the employee's pay.

ARTICLE 33
PAY ADMINISTRATION

NEW 33.XX Underpayments

- a. Payroll penalties shall be assessed against the Employer for underpayments exceeding ten (10) percent of gross earnings. The penalty shall be the greater of \$200 per incorrect pay or 15% of the total, plus:**
 - i. A further 5% if the employee has not been reimbursed within one pay period;**
 - ii. A further 7% if the employee has not been reimbursed within two pay periods;**
 - iii. A further 10% if the employee has not been reimbursed within three pay periods; and**
 - iv. An additional 20% if this is the second or subsequent time the employer has exceeded the underpayment recovery from the employee's pay.**

ARTICLE 35 CONTRACTING OUT

The Institute would like to discuss the employer's practices with respect to term employees and reserves the right to introduce language at a later date.

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

There shall be no layoffs or staff reductions as a result of contracting out of the duties that are normally and regularly performed by employees in the bargaining unit.

35.02 No work shall be contracted out as long as there are available employees capable of performing the work, or doing so after minimal training.

35.03 Where there is an ongoing work requirement for which there are not available employees capable of performing the work, contracting out shall be limited to a fixed term, agreed to by the Employer and the Institute, to enable the Employer to develop or recruit indeterminate employees to perform the available work.

ARTICLE 36

DURATION

The Institute would like to discuss the duration of the collective agreement and reserves the right to introduce proposals at a later date.

NEW ARTICLE
ARTIFICIAL INTELLIGENCE AND AUTOMATED SYSTEMS

The Institute would like to discuss artificial intelligence and automated systems and reserves the right to introduce proposals at a later date.

**NEW ARTICLE
CNSC POLICIES**

XX.01 The following directives, policies and programs form part of this Collective Agreement:

- (a) Travel Policy;**
- (b) Mobility Directive;**
- (c) Career Transition Policy;**
- (d) CNSC Relocation Directive;**
- (e) Bilingual Bonus Policy.**

XX.02 Grievances in regard to the above policies shall be filed in accordance with Article 23 on grievance procedure in this Collective Agreement.

XX.03 The parties agree that the above-listed policies may be modified only through the collective bargaining process.

**NEW ARTICLE
COMMUTING ALLOWANCE**

The Institute would like to discuss commuting allowances and reserves the right to introduce proposals at a later date.

**NEW ARTICLE
GREENING THE COLLECTIVE AGREEMENT**

The Institute would like to discuss greening the collective agreement and reserves the right to introduce language at a later date.

**NEW ARTICLE
INDIGENOUS LANGUAGE ALLOWANCE**

XX.01 Employees who are fluent and interact in an Indigenous language in the workplace shall be paid an Indigenous Language Allowance of six thousand dollars (\$6,000) per year, paid biweekly.

**NEW ARTICLE
OFFICE SPACE**

The Institute would like to discuss office space and reserves the right to introduce proposals at a later date.

NEW ARTICLE
OPERATIONAL REQUIREMENTS

X.01 The employer agrees that when, as permitted by the terms of this agreement, the employer denies access to a provision of this agreement because of operational requirements, it will disclose in writing a detailed explanation to the employee of what those operational requirements are.

**NEW ARTICLE
PRE-RETIREMENT LEAVE**

The Employer will provide thirty-five (35) hours of paid leave per year, up to a maximum of one hundred and seventy-five (175) hours, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the Public Service Superannuation Act.

NEW ARTICLE PRE-RETIREMENT TRANSITION LEAVE

The parties recognize that it is important to create and support provisions designed to help employees balance their work, personal and family responsibilities, and make the transition into retirement easier. Doing so will further the parties' goal of creating a workplace of choice while satisfying the growing needs of employees to improve their overall quality of life.

Pre-Retirement Transition Leave (PRTL) shall be available to employees who are within five years of retirement to reduce the length of their work week by up to 50 per cent. Pay for participating employees will be adjusted to reflect the shorter work week. Pension and benefits coverages, as well as employer premiums or contributions, will continue at pre-arrangement levels. Employees may take PRTL for up to five years, but must agree to resign at the end of the leave period. Employees are responsible for their share of premiums or contributions as pension and benefits coverage will continue at pre-arrangement levels. Approval of PRTL is subject to managerial approval based on operational feasibility

To be eligible for this type of leave, employees must;

- a. be indeterminate;**
- b. be eligible for an unreduced pension at the start of the leave arrangement, or be within five years of becoming eligible for an unreduced pension**
- c. agree to resign, effective at the end of the leave arrangement. The employer's acceptance of the resignation shall be conditional upon the leave arrangement being completed; and**
- d. agree not to work for the federal Public Service while on leave.**

Cancellation of or changes to approved leave arrangements will be approved only in exceptional or unforeseen circumstances. In cases where the cancellation is initiated by management, employees shall be reimbursed for certain reasonable expenses as determined by the employer (e.g. non-refundable portion of vacation contracts).

Employee-requested changes to, or cancellation of, leave arrangements may occur only prior to the end of the leave arrangement. Employee requests to change or cancel leave arrangements must be provided in writing with reasonable notice. Approval will be at the discretion of the manager.

NEW ARTICLE
PRIVACY AND SURVEILLANCE

The Institute would like to discuss privacy and surveillance and reserves the right to introduce proposals at a later date.

NEW ARTICLE
REGULATORY INTEGRITY AND WHISTLEBLOWER PROTECTION

The Institute would like to discuss regulatory integrity and whistleblower protections and reserves the right to introduce proposals at a later date.

NEW ARTICLE REPRODUCTIVE HEALTH SUPPORTS

XX.01 For the purposes of this article, "reproductive health" includes:

- . Menstruation, perimenopause, menopause and hypogonadism;**
- a. Polycystic ovarian syndrome (PCOS), endometriosis;**
- b. In Vitro Fertilization (IVF) and other forms of assisted reproductive technologies;**
- c. Vasectomy, tubal ligation, hysterectomy, oophorectomy;**
- d. Pregnancy that ends other than as a result of a live birth;**
- e. Gender-affirming reproductive care; and medical conditions, procedures, and treatments related to the above.**

XX.02 The Employer recognises the importance of providing a supportive environment when employees experience pain, discomfort, or other symptoms related to reproductive health. This includes ensuring a workplace that is both physically and psychologically healthy, promoting well-being, and addressing mental health needs associated with these experiences.

Individual Reproductive Health Support

XX.03 To support employees managing reproductive health symptoms and ensure a safe work environment, the Employer will approve reasonable requests for:

- f. Work from home;**
- g. Flexible hours;**
- h. Workplace supports which prioritise comfort and well being of the employee, such as resting in a quiet area, or additional breaks; or**
- i. Paid leave as outlined in Articles XX.04 to XX.08.**

Requests for these provisions will not be unreasonably denied.

Reproductive Health Leave

XX.04 Employees are entitled up to ninety (90) hours paid leave per calendar year to manage symptoms associated with reproductive health, and/or attend appointments without the requirement to provide a medical certificate.

XX.05 An Employee requesting to take leave under this clause shall advise the Employer of the duration, or expected duration, of the leave as soon as practicable.

XX.06 If reproductive health leave is exhausted, employees may access paid sick leave under the collective agreement's sick leave provisions, without the requirement to provide a medical certificate.

Leave for End of Pregnancy

XX.07 For the purposes of this section, “end of pregnancy” means a pregnancy that ends other than as a result of a live birth.

XX.08 An employee is entitled to paid leave under this article, if

- a. they experience an end of pregnancy;
- b. their spouse or common-law partner experiences an end of pregnancy; or
- c. another person experiences an end of pregnancy, and the employee would have become the legal parent of the child born as a result of the pregnancy.

XX.09 If an employee's pregnancy ends before completing week twenty (20) of pregnancy, they are entitled to three (3) days paid leave.

XX.10 If the pregnancy ends after completing week twenty (20), the employee is entitled to

- b. seven (7) working days of leave with pay; and
- c. up to eight (8) weeks of leave without pay, unless the employee is entitled to a longer period of leave under Article 38.

XX.11 For clarity, if the pregnancy ends after completing week twenty (20), and the employee has commenced unpaid leave under Article 38, the total entitlement to paid and unpaid leave, including any leave described in XX. 10 (a) and (b), shall not exceed eighteen (18) weeks.

XX.12 The leave under XX.10 (a) may be taken in a single time period of seven (7) working days, or in two (2) separate time periods to a maximum of seven (7) working days.

NEW ARTICLE TELEWORK

For the purpose of this article telework is defined as a flexible work arrangement where employees have approval to perform some or all of their work duties from a location other than their designated workplace.

XX.01 It is understood that participation in telework is voluntary and that employees are not required to telework.

XX.02 The Employer will not impose caps on groups of employees on telework days that may be approved.

XX.03 Each request shall be considered on a case-by-case basis by the Employer. Subject to operational requirements, the Employer shall genuinely try to reach a telework agreement. As such the Employer shall at a minimum:

- a. discuss the request with the employee;**
- b. consider the nature of the employee's duties and compatibility with telework; and**
- c. have regard for potential impact of a refusal on the employee;**

XX.04 The Employer decision on a request for a telework agreement, or the modification of an existing telework agreement, shall be provided within twenty-eight (28) calendar days of the initial request. If such a request is denied, then the Employer shall provide the employee with detailed reasons in writing.

XX.05 Employees with a telework agreement may elect to terminate the agreement by providing the Employer with at least twenty-eight (28) calendar days' notice.

XX.06 The Employer may modify or terminate an approved telework agreement subject to clause XX.03. The Employer must provide reasonable notice to the employee prior to modifying or terminating a telework agreement. Upon request, all terminations shall include the written reasons and be immediately communicated to the employee.

XX.07 Ad-hoc arrangements

Notwithstanding the above, nothing restricts an employee's right to request to work remotely on a temporary or as-needed basis without establishing a formal telework agreement. Such requests shall not be unreasonably denied.

XX.08 Notice to the Union

On a quarterly basis, the Employer shall provide to the Institute, a list of all employees with telework agreements and employees who have requested and been denied a telework agreement. The lists shall include the employees name, position, classification, department, work unit location, remote work location, and the number of days per week for which telework has been approved or requested.

**NEW ARTICLE
WITH RESPECT TO WORKPLACE HARASSMENT**

The Institute would like to discuss workplace harassment and reserves the right to introduce proposals at a later date.

NEW ARTICLE
WORKPLACE OPERATIONS AND SECONDARY EMPLOYER DUTIES SUPPORT

The Institute would like to discuss workplace operations and secondary employer duties support and reserves the right to introduce proposals at a later date.

APPENDIX 1 SALARY GRIDS

The Institute would like to discuss pay with the Employer and reserves the right to table specific proposals at a later date. This includes proposals on allowances.

MEMORANDUM OF AGREEMENT #1
EMPLOYER POLICIES

The Institute wishes to discuss employer policies and reserves the right to introduce language at a later date.

MEMORANDUM OF AGREEMENT #2
WORKFORCE ADJUSTMENT

The Institute wishes to discuss Workforce Adjustment and reserves the right to introduce language at a later date.

MEMORANDUM OF AGREEMENT #3
IMPLEMENTATION OF COLLECTIVE AGREEMENT

The Institute would like to discuss the implementation of the collective agreement, including but not limited to pay implementation, and reserves the right to introduce proposals at a later date.

MEMORANDUM OF AGREEMENT #4
TERMINABLE ALLOWANCE

The Institute wishes to discuss pay with the Employer and reserves the right to table specific proposals at a later date. This includes proposals on allowances.

**MEMORANDUM OF AGREEMENT #5
WITH RESPECT TO SCIENTIFIC INTEGRITY**

The Institute would like to discuss scientific integrity, including but not limited to regulatory integrity, and reserves the right to introduce proposals at a later date.

**MEMORANDUM OF AGREEMENT #6
WITH RESPECT TO LEAVE FOR UNION BUSINESS – COST RECOVERY**

The Institute would like to discuss leave for union business and incorporate MOA #6 into Article 22, and reserves the right to introduce proposals at a later date.

NEW MEMORANDUM OF AGREEMENT #X

The Institute would like to discuss job description and classification matters, and reserves the right to introduce proposals at a later date.

NEW MEMORANDUM OF AGREEMENT #X

The Institute would like to discuss appointments and reserves the right to introduce proposals at a later date.