

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN NUCLEAR SAFETY COMMISSION**

**AND**

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

**Effective from April 1, 2022 to March 31, 2026**

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

## ARTICLE 1 – PURPOSE

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

## ARTICLE 2 – DEFINITIONS

2.01 For purposes of this Agreement:

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

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

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

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

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

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

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

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

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

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

“*Institute*” means the Professional Institute of the Public Service of Canada

(« Institut »);

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

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

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

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

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

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

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

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

and

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

### **ARTICLE 3 – OFFICIAL TEXT**

- 3.01 (a) Both the English and the French texts of this Agreement shall be considered official texts, having equal force except where a difference in interpretation arises, the language in which the provision of the collective agreement was negotiated shall prevail.
- (b) \*\*The provisions of this agreement are intended to be gender-neutral and inclusive wherever possible. The binary nature of the French language does not always allow the designation of a person or a group by a neutral pronoun. The use of gender-neutral and gender-inclusive language in this agreement is not intended to change under any circumstances, the application, scope of value of any provision of this agreement.

## **ARTICLE 4 – APPLICATION AND RECOGNITION**

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

## **ARTICLE 5 – MANAGEMENT RIGHTS**

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

## ARTICLE 6 – NO DISCRIMINATION

- 6.01 \*\*There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity or expression, family status, marital status, genetic characteristics, mental or physical disability, conviction for which a pardon has been granted or in respect of which a record suspension has been ordered or membership or activity in the Institute.
- 6.02 The Institute and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.
- 6.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with harassment. The selection of the mediator will be by mutual agreement.
- 6.04 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 6.05 \*\*The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to the *Access to Information Act* and *Privacy Act*.

## **ARTICLE 7 – HOURS OF WORK**

### General

- 7.01 (a) The normal work week shall consist of thirty-seven decimal five (37.5) hours over a five-day period, and the scheduled work day shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period 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.

### Days of Rest

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

### Time-Accounting Report

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

### \*\*Banked Time

- 7.04 With the approval of the Employer, an employee may work additional hours in excess of normal hours specified in clause 7.01 either on a normal work day or on a day of rest or designated paid holiday and to accumulate these additional hours, on a one-for-one basis, as banked-time credits to be used as leave with pay in accordance with 7.06 herein.
- 7.05 Banked-time credits shall be based on fifteen (15) minutes increments. An employee's maximum number of banked time credits at any one time may not exceed thirty-seven and one half (37 ½) hours. Banked time cannot be converted to payment in cash at any time.
- 7.06 (a) Upon application by the employee, banked-time credits may be taken as leave with pay, subject to operational requirements. The leave may be taken on a casual basis or on a pre-arranged schedule. Such requests

shall not be unreasonably denied.

- (b) An employee shall be required to accumulate sufficient banked-time credits to account for a period of leave prior to taking such leave.
- (c) An employee who qualifies for another form of leave with pay may substitute such leave for banked-time leave, to a maximum of thirty-seven and one half (37 ½) hours per calendar year.

**\*\*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.
- 7.08 An employee whose hours are changed to extend before or beyond 06:00 and 18:00, and has not received at least seven (7) calendar days' advance notice of a change in the employee's hours of work, the employee will receive compensation at the rate of one and one-half (1 ½) time for work performed for the first seven decimal five (7.5) hours of the changed schedule. Subsequent days with altered hours of work shall be paid for at straight time and every effort shall be made by the Employer to ensure that the normal scheduled days of rest are maintained.
- 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).
- 7.11 The Employer will make every reasonable effort not to schedule the commencement of seven decimal five (7.5) working hours within twelve (12) hours of the completion of the employee's previous seven decimal five (7.5) working hours. There shall be a premium of time and one-half where an employee is required to report for work with less than twelve (12) hours rest for hours worked within the twelve (12) hour rest period.
- 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 (7.5) 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, 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

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

## **ARTICLE 8 – OVERTIME, CALL-BACK AND STANDBY**

### Overtime

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

### Overtime Meal Allowance

- 8.04 (a) \*\*An employee who works 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, 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, 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.

#### Call-Back

8.05 Where an employee completes a call-back requirement without being required to leave the location at which the employee was contacted, the employee shall be entitled to the greater of:

- (a) a minimum of one hour pay at the applicable overtime rate,
- or
- (b) compensation at the applicable rate of overtime for the actual hours worked.

The minimum of one (1) hour, shall apply only once in respect of each one-hour period.

8.06 When an employee is called back and is required to report to a place of work to perform duties not previously scheduled, the employee shall be entitled to the greater of:

- (a) a minimum of three (3) hours pay at the applicable overtime rate,
- or
- (b) compensation at the applicable rate of overtime for the actual hours worked.

Employees called back to work under this clause will be entitled to reimbursement of the mileage allowance at the rate normally paid to an employee when authorized

by the Employer to use a personal automobile or out-of-pocket expenses for commercial transportation, as applicable.

### Duty Officers

- 8.07 (a) The Employer may designate employees as Duty Officers. The Duty Officer must be available on a 24-hour basis through a telephone answering service, must be capable of returning to work as quickly as possible if called and must be fit for duty. For the purposes of this Article “fit for duty” means being physically and mentally capable of performing all job duties in an effective manner.
- (b) Duty officers are eligible for compensation under Article 8.05 and Article 8.06.
- 8.08 An employee who performs Duty Officer duties will be compensated as per the Standby provisions under article 8.10.

### Standby

- 8.09 An employee designated for standby duty shall be available during the period of standby at a known telephone number and be able to report for duty as quickly as possible if called.
- 8.10 When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be compensated at the rate of one-half (1/2) hour of pay for each four (4) hour period or portion thereof of standby duty. No payment shall be made where the employee is unable to perform work when required.
- 8.11 In areas and in circumstances where the Employer deems that electronic communication devices are both practicable and efficient, they will be provided without cost to those employees designated to perform standby duty.

### No Pyramiding

- 8.12 The parties agree that there shall be no pyramiding of premium rates.
- 8.13 An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Articles 8.05 and 8.06 (Call-back).

## ARTICLE 9 – TRAVELLING TIME

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

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

and
  - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 ½) hour period of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight-time rate in any day
- (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 at the straight-time rate.

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

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- (b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the destination and, upon return, direct back to the employee's residence or work place;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination. Such request shall not be unreasonably denied;
- (d) when an employee travels through more than one (1) time zone, computation will be made as if the employee had remained in the time zone of the point of

origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.

- 9.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.
- 9.04 Travelling time shall include time necessarily spent at each stop-over en route provided that such stop-over does not include an overnight stay.
- 9.05 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in Article 18 (Career Development and Training).

#### Travel Status Leave

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

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

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

## **ARTICLE 11 – DESIGNATED PAID HOLIDAYS**

### General

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

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

and

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

For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

11.02 An employee absent without pay on both the employee's full working day immediately preceding and the employee's full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of

an employee who is granted leave without pay under the provisions of Article 22 (Leave for Staff Relations).

Designated Paid Holiday Falling on a Day of Rest

11.03 When a day designated as a paid holiday under Article 11.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following the employee's day of rest.

11.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of Article 11.03 and the employee is required to work:

- (a) on the original designated holiday, the employee shall be compensated as if he/she had worked on a day of rest;
- (b) on the day to which the holiday was moved, the employee shall be compensated as if he/she had worked on a designated paid holiday;

in accordance with the provisions of Article 8.

## **ARTICLE 12 – VACATION LEAVE**

### Vacation Year

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

### Accumulation of Vacation Leave Credits

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

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

- (l) twenty-six (26) days annually commencing with the month in which the employee's twentieth (20<sup>th</sup>) anniversary of service occurs;
  - (m) twenty-seven (27) days annually commencing with the month in which the employee's twenty-second (22<sup>nd</sup>) anniversary of service occurs;
  - (n) twenty-eight (28) days annually commencing with the month in which the employee's twenty-fourth (24<sup>th</sup>) anniversary of service occurs;
  - (o) twenty-nine (29) days annually commencing with the month in which the employee's twenty-sixth (26<sup>th</sup>) anniversary of service occurs; and,
  - (p) thirty (30) days annually commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs.
- 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.

#### Entitlement to Vacation Leave With Pay

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

#### Provision for Vacation Leave

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

- (a) to provide an employee's vacation leave in an amount and at such time as the employee may request; and
- (b) not to recall an employee to duty after the employee has proceeded on vacation leave.

\*\* Subject to 12.07, employees are encouraged to take all their vacation leave during the vacation year in which it is earned.

#### Replacement of Vacation Leave

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

- (a) is granted bereavement leave,  
or
- (b) is granted sick leave on production of a medical certificate,  
or
- (c) is granted leave with pay because of illness in the immediate family,

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

#### Carry-Over of Vacation Leave

12.07 (a) Where in any vacation year an employee has not used all the vacation leave credited to the employee, the unused portion of vacation leave shall be carried over up to a maximum of two times (2x) their current annual vacation leave credits. Vacation leave credits in excess of this maximum will be paid out at the rate of pay for the employee's substantive position in effect on the March 31<sup>st</sup> immediately preceding the payout, subject to availability of funds.

- (b) Liquidation

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

### Recall From Vacation or Compensatory Leave

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

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

and

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

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

### Cancellation of Vacation Leave

12.10 When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Employer.

### Leave When Employment Terminates

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

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

### Recovery on Termination

12.13 In the event of termination of employment for reasons other than death or lay-off,

the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to the employee's substantive position on the date of termination.

One-Time Vacation Leave Credit

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

## ARTICLE 13 – SICK LEAVE

- 13.01 An employee shall earn sick leave credits at a rate of one and one-quarter (1 ¼) days for each calendar month for which the employee receives pay for at least ten (10) days.
- 13.02 Sick leave with pay shall be granted when an employee is unable to work because of illness or injury provided that:
- (a) the employee satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,
- and
- (b) the employee has the necessary sick leave credits.
- 13.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 13.02 (a).
- 13.04 Sick leave with pay shall not be granted during any period in which an employee is on leave of absence without pay or under suspension.
- 13.05 If an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, the employee's sick leave credits shall be restored.
- 13.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 13.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.
- 13.07 \*\*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 lay-off and who is reappointed in the public service within two (2) years from the date of lay-off.

Sick leave credits earned but unused 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 by the CNS within one (1) year from the end of the specified period of employment.

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

### Leave Without Pay for Care and Nurturing

- 14.01 Subject to operational requirements, an employee shall be granted leave without pay for the care and nurturing of the employee’s pre-school age children; or the long term care of an ill or aged parent or a disabled child or other family permanently residing in the employee’s household or with whom the employee permanently resides, 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, in accordance with the following conditions:
- (a) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave;
  - (b) leave granted under this clause shall be for a minimum period of three (3) weeks;
  - (c) the total leave granted under this clause shall not exceed five (5) years during an employee’s total period of employment in the Public Service;
  - (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and from the calculation of “service” for the purpose of calculating vacation leave; time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
  - (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) 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.

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

- 14.02 (a) For the purpose of this clause, family is defined as:
- (i) spouse (or common-law spouse residing with the employee);
  - (ii) dependent children (including children of legal or common-law spouse, foster children residing with the employee and ward of the employee);
  - (iii) parents (including stepparents or foster parents);
  - (iv) brother, sister, step-brother, step-sister;
  - (v) grandparents and grandchildren of the employee;
  - (vi) any relative permanently residing in the employee’s household or with whom the employee permanently resides;
  - (vii) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, or
  - (viii) 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 (5) days in a fiscal year.
- (c) The Employer shall grant leave with pay under the following circumstances:
- (i) to take a dependent family member for medical or dental

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

- (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
- (iii) for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
- (iv) to provide for the immediate or temporary care of an elderly family member/child of the employee's family;
- (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 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.

**\*\*Medical appointment for pregnant employees**

- 14.03 (a) Up to three decimal seven five (3.75) hours of time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- (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.

**\*\*Maternity-related reassignment or leave**

- 14.04 (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to 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 of child.
- (b) An employee's request under paragraph (a) above 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 paragraph (a) above 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 immediately assigned alternative duties until such time as the Employer:
- i. Modified 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 absences without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

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

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

- 14.05 (a) At the request of an employee, leave without pay for a minimum period of

three (3) months and a maximum period of one (1) year may be granted to an employee whose spouse or common-law spouse is permanently relocated and up to five (5) years to an employee whose spouse or common-law spouse is temporarily relocated.

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

### 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 at work.
- (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.
- (c) 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.
- (d) 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.
- (e) 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.

Maternity leave without pay

14.07 (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 13 Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 13 Sick Leave, shall include medical disability related to pregnancy.

- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

### Maternity allowance

- 14.08 (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 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 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:

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

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 per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" for each week of the waiting period, less any other monies earned during this period, and
  - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention "terminable allowance" and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit 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, ninety three per cent (93%) of her weekly rate of pay for each week (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 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 Québec 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 Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention "terminable allowance" to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate and the recruitment and retention "terminable allowance" 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

- 14.09 (a) An employee who:

- i. fails to satisfy the eligibility requirement specified in subparagraph 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 Québec Parental Insurance maternity benefits,

and

- ii. has satisfied all of the other eligibility criteria specified in paragraph 2(a), other than those specified in sections (A) and (B) of subparagraph 2(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 3(a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay and recruitment and retention “terminable allowance”, and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

- (b) An employee shall be paid an allowance under this clause and under clause 2 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph 3(a)(i).

#### Parental leave without pay

- 14.10 (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 option),
- beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.
- (d) Notwithstanding paragraphs (a) and (b):
- i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,
- the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- (f) The Employer may:
- i. defer the commencement of parental leave without pay at the request

- of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- (g) 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.

### Parental allowance

- 14.11 Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:
- Option 1: standard parental benefits, clause 14.11 paragraphs (c) to (k), or
  - Option 2: extended parental benefits, clause 14.11 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, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
- and
- iii. has signed an agreement with the Employer stating that:

- A. the employee will return to work 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 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 2(a)(iii)(B), if applicable.
- C. Should he or she fail to return to work as described in 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:

$$\begin{array}{r}
 \text{(allowance received)} \quad \times \quad \frac{\text{(remaining period to be worked}}{\text{following her return to work)}}{\text{(total period to be worked}} \\
 \hspace{15em} \text{as specified in B)}
 \end{array}$$

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(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 parental benefits, ninety-three per cent (93%) of his/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, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) and the 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 benefit to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit 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 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;
  - 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 percent (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 Employment Insurance Plan and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week, ninety three per cent (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 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 percent (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 2(c)(iii) and 5(c)(v) for the same child.
- (d) At the employee’s request, the payment referred to in subparagraph 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 Québec.
  - (f) The weekly rate of pay referred to in paragraph (c) shall be:
    - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay
    - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the

employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate (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(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 percent (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 percent (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 Plan 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 percent (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 2(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 percent (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 2(c)(iii) for the same child;
- (m) At the employee’s request, the payment referred to in subparagraph 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 allowance payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

Special parental allowance for totally disabled employees

14.12 (a) An employee who:

- i. fails to satisfy the eligibility requirement specified in subparagraph 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 Québec Parental Insurance benefits,

and

- ii. has satisfied all of the other eligibility criteria specified in paragraph 5(a), other than those specified in sections (A) and (B) of subparagraph 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 6(a)(i), the difference between ninety-three per cent (93%) of the employee’s rate of pay and the recruitment and retention “terminable allowance”, and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

- (b) An employee shall be paid an allowance under this clause and under clause 5 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance benefits for the reasons described in subparagraph 6(a)(i).

## ARTICLE 15 – OTHER LEAVE WITH OR WITHOUT PAY

### Validation

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

### Bereavement Leave

15.02 For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides, 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 (5) working days for bereavement in the employee's immediate family. This leave may be divided in two (2) periods and granted on separate days when the day of the funeral and the service occurred at different times. In addition, the employee may be granted up to three (3) working days with pay for the purpose of travel related to the death.
- (b) \*\*An employee is entitled to up to one (1) day's bereavement leave with pay for purposes related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, aunt or uncle and grandparents of spouse.
- (c) \*\*An employee is entitled to three (3) 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) 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) 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.

#### Leave Without Pay for Personal Needs

- 15.03 (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave or leave for relocation of spouse without the consent of the Employer.
- (d) Leave granted under (a) shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (e) Leave without pay granted under (b) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

#### Court Leave With Pay

- 15.04 Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- (a) to be available for jury selection;
  - (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding held in or before a court, legislature or an administrative tribunal empowered to compel the attendance of witnesses.

#### Injury-on-Duty Leave With Pay

15.05 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Worker's Compensation Board that the employee is unable to perform duties because of:

- (a) personal injury accidentally received in the performance of duties and not caused by the employee's wilful misconduct,
- (b) sickness resulting from the nature of employment,

or

- (c) exposure to hazardous conditions in the course of employment,

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

#### Examination Leave

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

#### Other Leave With or Without Pay

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

#### Personal Leave

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

\*\*Leave for Traditional Indigenous Practices

- 15.09 (a) Subject to operational requirements as determined by the Employer, fifteen (15) 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) 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.

**\*\*Leave for Religious Obligations**

- 15.10 (a) The Employer shall make every reasonable effort to accommodate employees who request time off to fulfill their religious obligations.
- (b) Employees may, in accordance with the provisions of this Agreement, request annual leave, banked time, compensatory leave, personal leave or leave without pay for other reasons in order to fulfill their religious obligations.
- (c) Notwithstanding clause (b) above, at the request of employees and at the discretion of the Employer, time off with pay may be granted to employees in order to fulfill their 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, and may include allowing the employee to work at straight time on a paid holiday. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- (d) An employee who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

## **ARTICLE 16 – LEAVE – GENERAL**

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

## ARTICLE 17 – SEVERANCE PAY

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

17.01 Under the following circumstances and subject to clause 17.02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay for the employee's substantive position on the last day of employment:

(a) Lay-Off

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

(ii) On second or subsequent lay-off from the Public Service, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days completed of continuous employment divided by three hundred and sixty five (365), less any period in respect of which the employee was granted severance pay under 17.01 (a) (i) above.

(b) Resignation

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

(c) Retirement

On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the Public Service Superannuation Act, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days completed of continuous

employment (in the current year) divided by three hundred and sixty-five (365) to a maximum of thirty (30) weeks' pay.

(d) Death

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

(e) Release for Incapacity

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

(f) Release for Incompetence

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

17.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under clause 17.01 be pyramided.

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

Severance Termination

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

17.04 Subject to 17.02 above, indeterminate employees on April 1, 2013 shall be entitled

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

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

### Terms of Payment

#### 17.05 Options

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

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

#### 17.06 Selection of Option

- (a) The employer will advise the employee of his/her years of continuous employment no later than three (3) months following the cessation of severance benefits for resignation and retirement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the cessation of severance benefits for resignation and retirement.
- (c) The employee who opts for the option described in 17.05(b) must specify the number of completed weeks to be paid out pursuant to 17.05(a) and the remainder to be paid out pursuant to 17.05(c).
- (d) An employee who does not advise the Employer of his option will be deemed to have chosen to cash out the accumulated severance pay benefit at the end of employment as per option 17.05(c).

## **ARTICLE 18 – CAREER DEVELOPMENT AND TRAINING**

### General

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

### Professional Development

- 18.04 (a) \*\*Subject to 18.01, an employee shall have the opportunity to attend courses, training sessions, conferences and seminars, and to participate in training programs which support current and future roles required by the Employer.
- (b) \*\*An employee may be granted approval to participate in work exchanges and research projects that are deemed by the Employer to be relevant to the organization's mandate.
- (c) An employee participating in activities under this clause will be reimbursed reasonable expenses including registration fees, tuition and travel expenses (in accordance with the Employer's Travel Policies). An employee invited to participate in a conference in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for their payment of convention or conference registration fees and reasonable travel expenses.
- (d) Where an employee's participation in a training program requires a significant financial investment on the part of the Employer, the Employer, the employee and the authorized representative of the Institute may enter into an agreement establishing the terms and conditions of the employee's

participation including, where deemed necessary, an undertaking on the part of the employee to remain in the service of the Employer for a mutually agreed period of time. Any such agreement will be consistent with the terms of this collective agreement.

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

#### Education Leave

- 18.05 (a) An employee may be granted education leave without pay for periods up to four (4) years, to attend a recognized institution for study in some field of education to enable the employee to fill a present or future role related to the needs of the Employer more adequately.
- (b) At the sole discretion of the Employer, an employee on educational leave without pay may receive an educational leave allowance in lieu of salary of up to one hundred per cent (100%) of his or her basic salary provided that, where he or she receives a grant, bursary or scholarship, the educational leave allowance shall accordingly be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship. The percentage of this allowance is at the discretion of the Employer and must be agreed to in writing between the Employer and the employee prior to leave being approved.
- (c) An allowance already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such an allowance is to be continued in whole or in part.
- (d) If the employee, except with the permission of the Employer, who:
- (i) fails to pass or complete the course,
  - (ii) does not resume employment with the Employer on completion of the course,
  - or
  - (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course,

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

Employer.

## ARTICLE 19 – CHECK-OFF

- 19.01 The Employer will as a condition of employment deduct in each month an amount equal to the monthly membership dues of the Institute from the pay of each employee in the bargaining unit. Where an employee does not have sufficient earnings in respect of a month to permit deductions under this Article, the Employer will not make such deductions for that month from subsequent salary.
- 19.02 The Institute shall inform the Employer in writing of the authorized amount to be deducted pursuant to clause 19.01.
- 19.03 For the purpose of applying clause 19.01, deductions from pay for each employee in respect of each month will start with the first full month of employment.
- 19.04 An employee who satisfies the Institute to the extent that the employee declares by affidavit:
- (a) membership in a recognized religious organization whose doctrine prevents as a matter of conscience financial contributions to an employee organization,
- and
- (b) that the employee will make contributions equal to dues to a charitable organization registered pursuant to the *Income Tax Act*, other than the religious organization named in the affidavit,
- shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.
- 19.05 The amounts deducted in accordance with clause 19.01 shall be remitted monthly to the Institute within a reasonable period of time after deductions are made and shall be accompanied by the employee number and classification and level for each employee and the deductions made on the employee's behalf.
- 19.06 The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application and interpretation of this Article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.
- 19.07 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such an error within the two (2) pay periods following the

acknowledgment of error.

## **ARTICLE 20 – USE OF EMPLOYER FACILITIES**

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

(c) Management has the right to rescind this privilege at any time.

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

## **ARTICLE 21 – INFORMATION**

- 21.01 The Employer agrees to provide each bargaining unit employee and all employees hired after the date of signing with a copy of this Agreement. For the purposes of satisfying the Employer's obligations under this clause, employees may be given electronic access to this Agreement, provided that the Employer advises each employee that the Agreement is available electronically and how it can be accessed.
- 21.02 The Employer and the Institute agree to equally share in the costs of translating, printing and binding sufficient copies of this Agreement.
- 21.03 The Employer agrees to supply the Institute on a quarterly basis with an alphabetical list of all employees in the bargaining unit (by business unit and classification) who, during the quarter, have entered the bargaining unit, left the bargaining unit or who commenced leave without pay for a period greater than three (3) months. In the case of an employee temporarily leaving the bargaining unit, the list will so indicate. The list shall also include the home mailing address and home telephone number of the employee in accordance with the Public Service Labour Relations Board decision of July 18, 2008 in Board File No. 561-02-176 (2008 PSLRB 57). The Employer will provide this new information for existing employees within sixty (60) days of the signing of the collective agreement. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees. The bargaining agent shall save the Employer harmless in the event any bargaining unit member files a complaint or grievance or asserts a cause of action against the Employer for either the implementation or administration of this provision.
- 21.04 \*\*The Institute shall be given the opportunity to have an employee representative introduce themselves to new NUREG members, by the most practical means available.

## ARTICLE 22 – LEAVE FOR STAFF RELATIONS

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

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

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

and

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

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

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

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

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

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

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

## ARTICLE 23 – RESOLUTION OF PROBLEMS

### Employee-Supervisor Meeting

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

### Grievance Procedure

23.02 (a) Subject to and as provided in Section 208 of the *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: intermediate level where such level is established within the Employer;

(c) final level: President or authorized representative.

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

23.05 Where a grievance relates to a complaint and the person designated to hear the grievance is the subject of the complaint, the grievance shall be heard by another person, as designated by the Employer.

### Filing a Grievance

- 23.06 (a) An employee who wishes to present a grievance at a prescribed level of the grievance procedure shall transmit the grievance to the immediate supervisor who shall forthwith provide the employee with a receipt stating the date on which the grievance was received and submit the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level.
- (b) A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- (c) The Employer recognizes that employees have a right to present a grievance or to use the problem-solving processes provided in this Agreement and shall not seek by intimidation or threat to cause an employee to abandon a grievance or to refrain from exercising their rights.

### Representation

- 23.07 An employee may be assisted and/or represented by the Institute when using the grievance procedure described in this Article. The Institute shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.
- 23.08 Where an employee has been represented by the Institute in the presentation of a grievance, the Employer will provide the representative of the Institute with a copy of the Employer's reply at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

### Time Limits

- 23.09 An employee may present a grievance at the First Level no later than thirty-five (35) days after the day on which he or she first becomes aware of the action or circumstances giving rise to the grievance.
- 23.10 Except at the final level, the Employer shall reply to an employee's grievance within twenty (20) days after the date the grievance is presented. Where such decision or settlement is not satisfactory to the employee, or the Employer does not reply within the time frame specified in this Article, he or she may, within fifteen (15) days, submit a grievance at the next higher level.
- 23.11 The Employer shall reply to an employee's grievance at the Final Level within thirty (30) days after the date the grievance is presented at that level.

- 23.12 Where a grievance or a reply is presented by mail, it shall be deemed to have been presented on the day on which it is postmarked and to have been received on the date it is delivered or five (5) business days after it is postmarked, whichever is the earlier.
- 23.13 With the exception of section 23.12, for the calculation of time limits as prescribed in this procedure, the number of days are reflective of calendar days, and for greater certainty includes Saturdays, Sundays and designated paid holidays.
- 23.14 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Institute representative.

#### Abandonment of a Grievance

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

#### Non-Adjudicable Grievances

- 23.17 Where a grievance has been presented up to and including the Final Level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the Final Level in the grievance process is final and binding and no further action may be taken under the *Federal Public Sector Labour Relations Act*.
- 23.18 Where an employee has presented a grievance up to the Final Level in the grievance procedure with respect to:
- (a) the interpretation or application in respect of the employee of a provision of this Agreement or related Arbitral Award,
  - or
  - (b) disciplinary action resulting in the termination of employment, demotion, suspension or a financial penalty,

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

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

### Group Grievance

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

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

### Union and Employer Policy Grievances

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

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



## **ARTICLE 24 – JOINT CONSULTATION**

- 24.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest including, wherever possible, contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 24.02 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this Agreement.
- 24.03 Joint Consultation Committees shall be composed of mutually agreeable numbers of employee and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

## **ARTICLE 25 – DISCIPLINE**

- 25.01 (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.
- (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.
- (c) 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.

## **ARTICLE 26 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

### Performance Assessments

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

### Employee Files

- 26.04 Upon written request of an employee, the personnel file of that employee shall be made available for examination in the presence of an authorized representative of the Employer.
- 26.05 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.
- 26.06 Upon request, an employee shall be entitled to a current and complete work description of the employee's position including the position's classification level and point rating and an organization chart depicting the position's place in the organization.

## **ARTICLE 27 – SAFETY AND HEALTH**

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

## **ARTICLE 28 – TECHNOLOGICAL CHANGE**

28.01 \*\*In this article “Technological Change” includes:

- a. the introduction by the Employer of equipment, material, systems or software of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees, or
- b. a major change in the Employer’s operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

28.02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations.

\*\*Where technological changes which will result in significant changes to working conditions of employees are to be implemented, the Employer will seek ways and means, including through consultation with the Institute, or maximizing the benefits of these changes on operations and minimizing adverse effects on employees which might result from such changes. In the event of a technological change, both parties recognize the advantages of the expert advice of the employees working directly in their respective fields, and acknowledge that this expert advice can be sought through joint consultation as outlined in Article 24.

28.03 \*\*The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Institute of the introduction or implementation of technological change.

28.04 \*\*The written notice provided for in clause 28.03 will provide the following information:

- a. the nature and degree of change
- b. the anticipated date or dates on which the Employer plans to effect change
- c. the location or locations involved.

28.05 \*\*As soon as reasonably practicable after notice is given under clause 28.03, the Employer shall consult with the Institute concerning the effects of the technological change referred to in clause 28.03 for each group of employees. Such consultation will include but not necessarily be limited to the following:

- a. the approximate number, classification and location of employees likely to be

affected by the change

- b. the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

28.06 \*\*When, as a result of technological change, an employee is required to attain new skills or knowledge in order to perform duties required by the Employer, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

## **ARTICLE 29 – PART-TIME EMPLOYEES**

### General

29.01 Part-time employees shall be entitled to the benefits provided under this Agreement proportional to their normal scheduled weekly hours of work compared with the normal weekly hours of work of full-time employees, unless otherwise specified in this Agreement.

### Hours of Work and Overtime

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

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

29.04 “Overtime” means work required by the Employer;

(a) in excess of seven and one-half (7 ½) hours on a regularly scheduled workday,

and

(b) on a day of rest.

### Leave

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

### Designated Holidays

29.06 \*\*A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four decimal six per cent (4.6%) 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 (m), 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 time and one-half (1 ½) the hourly rate of pay for all hours worked on the holiday.

#### Vacation Leave

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

#### Sick Leave

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

#### Vacation and Sick Leave Administration

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

#### Severance Pay

29.11 Notwithstanding the provisions of Article 17 (Severance Pay), where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate to produce the severance pay benefit.

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

### Bereavement Leave

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

## **ARTICLE 30 – HEALTH AND INSURANCE BENEFITS**

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

## **ARTICLE 31 – PUBLICATIONS AND AUTHORSHIP**

### Preamble

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

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

but shall not include:

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

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

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

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

- 31.05
- (a) The Employer may suggest revisions to publication and may withhold approval to publish.
  - (b) When approval for publication is withheld, if requested by the employee, the authors shall be informed in writing of the reasons.
  - (c) Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

31.06 Scientific Integrity

Employees shall have the right to express themselves on science and their research, while respecting the Values and Ethics Code for the Canadian Nuclear Safety Commission without being designated as an official media spokesperson.

## **ARTICLE 32 – REGISTRATION FEES**

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

## **ARTICLE 33 – PAY ADMINISTRATION**

### General

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

### Acting Pay

- 33.03 (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for at least five (5) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

### Pay Increment Administration

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

whose pay increment date is April 1 as a result of the November 20, 2006 arbitration award and who have not been subsequently promoted or demoted shall retain April 1 as their pay increment date.

#### Rate of Pay on Promotion or Upward Reclassification

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

#### Rate of Pay on Demotion

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

#### Rate of Pay on Reclassification to a Level with a Lower Maximum Rate

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

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

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

#### Retroactivity

33.08 Where the rates of pay set forth in Appendix 1 have an effective date prior to the date of signing of the collective agreement the following shall apply:

- (a) “retroactive period” for the purpose of clauses (b) to (d) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed or when an arbitral award is rendered therefore;
- (b) a retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period;
- (c) only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee;
- (d) for former employees, or in the case of death, for the former employees’ representatives, the Employer shall send such retroactive payments to the last known address. If the payment is returned, the Employer will hold such payment for a period of one year after which the Employer’s obligation for payment ceases.

\*\*Wages

The Employer proposes to implement the following economic increases to rates of pay in accordance with Memorandum of Agreement #3 – Implementation of Collective Agreement.

Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance with Memorandum of Agreement #3 – Implementation of Collective Agreement.

Subsequently, amounts will be provided as increases to rates of pay.

Rates of Pay (Economic Increases and Wage Adjustments) applied to all levels and steps:

April 1, 2022 – economic increase to rates of pay 3.5%

April 1, 2022 – wage adjustment 1.25%

April 1, 2023 – economic increase to rates of pay 3.0%

April 1, 2023 – wage adjustment 0.5%

April 1, 2024 –economic increase to rates of pay 2.0%

April 1, 2024 – wage adjustment 0.25%

April 1, 2025 – economic increase to rates of pay 2.0%

## **ARTICLE 34 – EMPLOYEES ON INDUSTRIAL PREMISES**

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

## **ARTICLE 35 – CONTRACTING OUT**

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

## **ARTICLE 36 – DURATION**

36.01 \*\*The duration of this Agreement shall be from April 1, 2022 to March 31, 2026.

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

**ARTICLE 37 – AGREEMENT RE-OPENER**

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

**APPENDIX 1 – SALARY GRIDS, ONE-TIME ALLOWANCE RELATED TO PERFORMANCE OF REGULAR DUTIES AND RETENTION ALLOWANCE**

April 1, 2022            3.50%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
REG1	\$38,424	\$39,961	\$41,560	\$43,223	\$44,952	\$46,750	\$48,622	\$50,672
REG2	\$44,862	\$46,658	\$48,524	\$50,463	\$52,483	\$54,584	\$56,768	\$59,165
REG3	\$52,375	\$54,472	\$56,649	\$58,912	\$61,270	\$63,719	\$66,270	\$69,074
REG4	\$61,148	\$63,595	\$66,137	\$68,784	\$71,533	\$74,396	\$77,369	\$80,643
REG5	\$70,825	\$74,227	\$77,790	\$81,521	\$85,436	\$89,537	\$93,835	\$98,339
REG6	\$82,693	\$86,661	\$90,820	\$95,182	\$99,750	\$104,539	\$109,556	\$114,814
REG7	\$99,630	\$104,409	\$109,423	\$114,677	\$120,180	\$125,948	\$131,991	\$138,328
REG7TS	\$106,002	\$111,091	\$116,423	\$122,010	\$127,866	\$134,001	\$144,374	
REG8	\$112,126	\$117,510	\$123,149	\$129,062	\$135,256	\$141,747	\$148,554	\$155,790

April 1, 2022            1.25%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
REG1	\$38,904	\$40,461	\$42,080	\$43,763	\$45,514	\$47,334	\$49,230	\$51,305
REG2	\$45,423	\$47,241	\$49,131	\$51,094	\$53,139	\$55,266	\$57,478	\$59,905
REG3	\$53,030	\$55,153	\$57,357	\$59,648	\$62,036	\$64,515	\$67,098	\$69,937
REG4	\$61,912	\$64,390	\$66,964	\$69,644	\$72,427	\$75,326	\$78,336	\$81,651
REG5	\$71,710	\$75,155	\$78,762	\$82,540	\$86,504	\$90,656	\$95,008	\$99,568
REG6	\$83,727	\$87,744	\$91,955	\$96,372	\$100,997	\$105,846	\$110,925	\$116,249
REG7	\$100,875	\$105,714	\$110,791	\$116,110	\$121,682	\$127,522	\$133,641	\$140,057
REG7TS	\$107,327	\$112,480	\$117,878	\$123,535	\$129,464	\$135,676	\$146,179	
REG8	\$113,528	\$118,979	\$124,688	\$130,675	\$136,947	\$143,519	\$150,411	\$157,737

April 1, 2023            3.0%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
REG1	\$40,071	\$41,675	\$43,342	\$45,076	\$46,879	\$48,754	\$50,707	\$52,844
REG2	\$46,786	\$48,658	\$50,605	\$52,627	\$54,733	\$56,924	\$59,202	\$61,702
REG3	\$54,621	\$56,808	\$59,078	\$61,437	\$63,897	\$66,450	\$69,111	\$72,035
REG4	\$63,769	\$66,322	\$68,973	\$71,733	\$74,600	\$77,586	\$80,686	\$84,101
REG5	\$73,861	\$77,410	\$81,125	\$85,016	\$89,099	\$93,376	\$97,858	\$102,555
REG6	\$86,239	\$90,376	\$94,714	\$99,263	\$104,027	\$109,021	\$114,253	\$119,736
REG7	\$103,901	\$108,885	\$114,115	\$119,593	\$125,332	\$131,348	\$137,650	\$144,259
REG7TS	\$110,547	\$115,854	\$121,414	\$127,241	\$133,348	\$139,746	\$150,564	
REG8	\$116,934	\$122,548	\$128,429	\$134,595	\$141,055	\$147,825	\$154,923	\$162,469

April 1, 2023 0.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
REG1	\$40,271	\$41,883	\$43,559	\$45,301	\$47,113	\$48,998	\$50,961	\$53,108
REG2	\$47,020	\$48,901	\$50,858	\$52,890	\$55,007	\$57,209	\$59,498	\$62,011
REG3	\$54,894	\$57,092	\$59,373	\$61,744	\$64,216	\$66,782	\$69,457	\$72,395
REG4	\$64,088	\$66,654	\$69,318	\$72,092	\$74,973	\$77,974	\$81,089	\$84,522
REG5	\$74,230	\$77,797	\$81,531	\$85,441	\$89,544	\$93,843	\$98,347	\$103,068
REG6	\$86,670	\$90,828	\$95,188	\$99,759	\$104,547	\$109,566	\$114,824	\$120,335
REG7	\$104,421	\$109,429	\$114,686	\$120,191	\$125,959	\$132,005	\$138,338	\$144,980
REG7TS	\$111,100	\$116,433	\$122,021	\$127,877	\$134,015	\$140,445	\$151,317	
REG8	\$117,519	\$123,161	\$129,071	\$135,268	\$141,760	\$148,564	\$155,698	\$163,281

April 1, 2024 2.0%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
REG1	\$41,076	\$42,721	\$44,430	\$46,207	\$48,055	\$49,978	\$51,980	\$54,170
REG2	\$47,960	\$49,879	\$51,875	\$53,948	\$56,107	\$58,353	\$60,688	\$63,251
REG3	\$55,992	\$58,234	\$60,560	\$62,979	\$65,500	\$68,118	\$70,846	\$73,843
REG4	\$65,370	\$67,987	\$70,704	\$73,534	\$76,472	\$79,533	\$82,711	\$86,212
REG5	\$75,715	\$79,353	\$83,162	\$87,150	\$91,335	\$95,720	\$100,314	\$105,129
REG6	\$88,403	\$92,645	\$97,092	\$101,754	\$106,638	\$111,757	\$117,120	\$122,742
REG7	\$106,509	\$111,618	\$116,980	\$122,595	\$128,478	\$134,645	\$141,105	\$147,880
REG7TS	\$113,322	\$118,762	\$124,461	\$130,435	\$136,695	\$143,254	\$154,343	
REG8	\$119,869	\$125,624	\$131,652	\$137,973	\$144,595	\$151,535	\$158,812	\$166,547

April 1, 2024 0.25%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
REG1	\$41,179	\$42,828	\$44,541	\$46,323	\$48,175	\$50,103	\$52,110	\$54,307
REG2	\$48,080	\$50,004	\$52,005	\$54,083	\$56,247	\$58,499	\$60,840	\$63,409
REG3	\$56,132	\$58,380	\$60,711	\$63,136	\$65,664	\$68,288	\$71,023	\$74,028
REG4	\$65,533	\$68,157	\$70,881	\$73,718	\$76,663	\$79,732	\$82,918	\$86,428
REG5	\$75,904	\$79,551	\$83,370	\$87,368	\$91,563	\$95,959	\$100,565	\$105,392
REG6	\$88,624	\$92,877	\$97,335	\$102,008	\$106,905	\$112,036	\$117,413	\$123,049
REG7	\$106,775	\$111,897	\$117,272	\$122,901	\$128,799	\$134,982	\$141,458	\$148,250
REG7TS	\$113,605	\$119,059	\$124,772	\$130,761	\$137,037	\$143,612	\$154,729	
REG8	\$120,169	\$125,938	\$131,981	\$138,318	\$144,956	\$151,914	\$159,209	\$166,963

April 1, 2025 2.0%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
REG1	\$42,003	\$43,685	\$45,432	\$47,249	\$49,139	\$51,105	\$53,152	\$55,391
REG2	\$49,042	\$51,004	\$53,045	\$55,165	\$57,372	\$59,669	\$62,057	\$64,677
REG3	\$57,255	\$59,548	\$61,925	\$64,399	\$66,977	\$69,654	\$72,443	\$75,509
REG4	\$66,844	\$69,520	\$72,299	\$75,192	\$78,196	\$81,327	\$84,576	\$88,157
REG5	\$77,422	\$81,142	\$85,037	\$89,115	\$93,394	\$97,878	\$102,576	\$107,500
REG6	\$90,396	\$94,735	\$99,282	\$104,048	\$109,043	\$114,277	\$119,761	\$125,510
REG7	\$108,911	\$114,135	\$119,617	\$125,359	\$131,375	\$137,682	\$144,287	\$151,215
REG7TS	\$115,877	\$121,440	\$127,267	\$133,376	\$139,778	\$146,484	\$157,824	
REG8	\$122,572	\$128,457	\$134,621	\$141,084	\$147,855	\$154,952	\$162,393	\$170,302

April 1, 2025 After Economic increase new paylines

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
REG1	\$42,003	\$43,685	\$45,432	\$47,249	\$49,139	\$51,105	\$53,152	\$55,392
REG2	\$49,042	\$51,004	\$53,045	\$55,165	\$57,373	\$59,669	\$62,057	\$64,677
REG3	\$57,255	\$59,548	\$61,925	\$64,399	\$66,977	\$69,654	\$72,443	\$75,508
REG4	\$66,844	\$69,520	\$72,299	\$75,192	\$78,196	\$81,327	\$84,576	\$88,157
REG5	\$77,422	\$81,142	\$85,037	\$89,115	\$93,394	\$97,878	\$102,576	\$107,500
REG6	\$90,396	\$94,735	\$99,282	\$104,048	\$109,043	\$114,277	\$119,761	\$125,510
REG7	\$108,911	\$114,135	\$119,617	\$125,359	\$131,375	\$137,682	\$144,287	\$151,215
REG8	\$122,572	\$128,457	\$134,621	\$141,084	\$147,855	\$154,952	\$162,393	\$170,302

One-time allowance Related to the Performance of Regular Duties:

- The Employer will provide a one-time lump-sum allowance of two thousand five hundred dollars (\$2,500) to incumbents of positions within the NUREG group on the date of signing of the collective agreement.
- This one-time allowance will be paid to incumbents of positions of NUREG bargaining unit for the performance of regular duties and responsibilities associated with their position.
- Payment will be issued according to the implementation timelines as per MOA 5 - Memorandum of Agreement #5 with Respect to Implementation of the Collective Agreement.
- If an employee is eligible for compensation in respect to the one-time allowance related to the performance of regular duties and responsibilities under more than one collective agreement, the employee shall receive the allowance only once.

Retention Allowance:

In an effort to address the retention of highly experienced employees in the field of nuclear regulation, commencing on April 1, 2024 (YEAR 3) and ending March 31, 2026 (expiry of the collective agreement), the Employer will provide a lump-sum payment of five thousand dollars (\$5,000) per year, paid yearly at the beginning of the following fiscal year, to incumbents of positions classified at the REG-06, REG-07 levels who have reached the top step of their salary grid, for the performance of their regular duties and responsibilities, subject to the following conditions:

- Part-time employees shall be paid a pro-rated amount in accordance with their scheduled work week;
- An employee is not entitled to the allowance for any periods of leave without pay.

Effective April 1, 2025 (YEAR 4) – After the implementation of the general economic increase the REG-07TS pay line will be merged with the REG-07 pay line and employees will be salary protected in line with section 33.07.

## **MEMORANDUM OF AGREEMENT #1 – EMPLOYER POLICIES**

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

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

\*\*The Employer agrees to consult with the union on the application of the commuting guidelines with respect to existing and new site offices.

This Memorandum of Agreement expires on March 31, 2026.

## **MEMORANDUM OF AGREEMENT #2 – WORKFORCE ADJUSTMENT**

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

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

**\*\*MEMORANDUM OF AGREEMENT #3 – IMPLEMENTATION OF COLLECTIVE AGREEMENT**

1. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
  - (a) All components of the agreement unrelated to pay administration will come into force on signature of agreement unless otherwise stipulated.
  - (b) Changes to existing compensation elements and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(a).
  - (c) Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(b).
2. Collective agreement will be implemented over the following timeframes:
  - (a) The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - (b) Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
  - (c) Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within four-hundred and sixty (460) days after signature of agreement.
3. **Employee Recourse**
  - (a) Employees in the bargaining unit for whom this collective agreement is not fully implemented within one-hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred

dollars (\$500). This amount will be included in their final retroactive payment.

- (b) Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation advisor verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The employer will consult with the Institute regarding the format of the detailed breakdown.

## MEMORANDUM OF AGREEMENT #4 – TERMINABLE ALLOWANCE

### Preamble

In an effort to address retention and recruitment problems, the Employer will provide a terminable allowance to incumbents of specific positions in the Finance and Administration Directorate performing duties that are equivalent to those classified in the Financial Management (CT-FIN) group as defined by Treasury Board.

### Application

Commencing on April 1, 2022 and ending March 31, 2026, incumbents of positions identified above shall be eligible to receive a lump-sum terminable allowance paid yearly at the beginning of the following fiscal year and subject to the conditions below:

- i. The terminable allowance does not form part of the employee's salary;
- ii. Part-time employees shall be paid a pro-rated amount in accordance with their scheduled work week;
- iii. An employee is not entitled to the terminable allowance for any periods of leave without pay;
- iv. If an employee is required by the employer to perform the duties of a higher classification level in accordance with section 33.03, and that higher level position is also entitled to a terminable allowance, the payable amount shall be proportionate to the time in each level.

### Annual Terminable Allowance

#### April 1, 2022 TA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>REG4</b>	-	-	-	\$739	\$2,121	\$3,338	\$4,540	\$5,393
<b>REG5</b>	-	-	\$1,258	\$1,967	\$2,490	\$2,826	\$2,964	\$2,893
<b>REG6</b>	-	\$8,817	\$8,675	\$8,322	\$7,765	\$6,982	\$6,419	\$8,184
<b>REG7</b>	-	\$3,133	\$2,669	\$1,975	\$1,029	-	-	\$488

#### April 1, 2023 TA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>REG4</b>	-	-	-	\$754	\$2,184	\$3,495	\$4,688	\$5,569
<b>REG5</b>	-	-	\$1,290	\$2,024	\$2,565	\$2,911	\$3,054	\$2,979
<b>REG6</b>	-	\$9,113	\$8,964	\$8,599	\$8,022	\$7,211	\$6,627	\$8,453
<b>REG7</b>	-	\$3,228	\$2,745	\$2,027	\$1,047	-	-	\$484

**April 1, 2024 TA**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>REG4</b>	-	-	-	\$771	\$2,234	\$3,574	\$4,794	\$5,695
<b>REG5</b>	-	-	\$1,318	\$2,069	\$2,623	\$2,977	\$3,123	\$3,046
<b>REG6</b>	-	\$9,318	\$9,166	\$8,793	\$8,202	\$7,375	\$6,777	\$3,643
<b>REG7</b>	-	\$3,300	\$2,807	\$2,073	\$1,071	-	-	-

**April 1, 2025 TA**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>REG4</b>	-	-	-	\$787	\$2,279	\$3,645	\$4,890	\$5,808
<b>REG5</b>	-	\$392	\$1,345	\$2,111	\$2,676	\$3,037	\$3,186	\$3,107
<b>REG6</b>	-	\$9,504	\$9,349	\$8,969	\$8,366	\$7,522	\$6,913	\$3,816
<b>REG7</b>	-	\$3,366	\$2,865	\$2,114	\$1,092	-	-	-

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

The purpose of this MOA is to maintain a framework for the joint development of Scientific Integrity policies and guidelines in a regulatory environment between the Professional Institute of the Public Service of Canada (PIPSC) and the Canadian Nuclear Safety Commission (CNSC).

The parties to this MOA recognize that scientific integrity constitutes an integral part of the organization's and the employee's work. Ensuring and enhancing scientific integrity is vital to the decision making process in the public administration and is the responsibility of all employees. It enables decision makers to draw upon high quality, wide-ranging and robust scientific and social scientific evidence for informed decision making. Scientific integrity involves the application of concepts of transparency, openness, high quality work, avoidance of conflict of interest and ensuring high standards of impartiality and research ethics. In this context, the parties recognize the need to promote a culture of scientific integrity within the CNSC's regulatory activities.

The Canadian Nuclear Safety Commission firmly believes that government science should be publicly available and is an important part of an evidence-based decision-making process.

The Directive on the Management of Communications stipulates that spokespersons and subject matter experts may speak publicly about their own area of expertise and research, while respecting the CNSC Values and Ethics Code. As part of the implementation, the Employer will communicate directly with employees to ensure they are aware of the communications policy and how it applies to them.

The parties recognize the importance of balancing the requirements of scientific integrity and those of the CNSC Values and Ethics Code.

The principles and guidelines of scientific integrity include the release of scientific information and data to the public in a timely manner and in keeping with the Government of Canada's Directive on Open Government; the attribution and acknowledgement of the contributions of Government of Canada science/scientists; where appropriate, acknowledgement in official publications or communications where a significant (meaningful) contribution to programs, policy or regulations has been made, including the names and roles of those who made significant contributions to the research.

Further, principles and guidelines on scientific integrity ensure that science is high quality, free from political, commercial, and client interference; ensure the education of employees of the organization on the role of science in evidence-based decision making. The Government of Canada recognizes the importance of professional development, and the employee's role in the development of government policy or advice.

### Implementation and Governance:

The CNSC has developed and continues to maintain its own Scientific Integrity policies and procedures in consultation with PIPSC Representatives in their respective workplace. Such policies address the principles/guidelines outlined above, including the right to speak publicly identified in the collective agreement.

CNSC shall report annually at the Labour Management Consultation Committee (LMCC) on the progress toward maintaining this MOA and organizational policies.

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

This Memorandum of Agreement (MOA) is to give effect to an agreement reached between the Canadian Nuclear Safety Commission (CNSC) and the Professional Institute of the Public Service of Canada (the Institute) to implement a system of cost recovery for leave for union business.

The parties agree to this MOA as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

Leave granted to an employee under the following clauses of the NUREG collective agreement:

- 22.03 (b), 22.03 (c), and 22.03 (d)

will be with pay for periods of up to three (3) months per fiscal year.

It is agreed that leave with pay granted under the above-noted clauses for union business will be paid for by the Employer pursuant to this MOA, effective upon its signature.

The Institute shall then reimburse the Employer for the total salary paid, including allowances if applicable, for each person-day, in addition to which shall also be paid to the Employer by the Institute an amount equal to six percent (6%) of the total salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work during the period of approved leave with pay pursuant to this MOA.

Leave with pay in excess of the total cumulative maximum period of three (3) months per fiscal year may be granted under the above noted clauses in reasonably limited circumstances. Where leave with pay is extended under such circumstances, the Institute shall reimburse the Employer for the total salary paid for the period exceeding three (3) months.

Under no circumstances will leave with pay under the above noted clause be granted for any single consecutive period exceeding three (3) months, or for cumulative periods exceeding six (6) months in a twelve (12) month period.

This MOA does not alter the approval threshold for union leave. Should an employee be denied extended leave with pay exceeding three (3) cumulative months or a single consecutive three (3) month period within a fiscal year and the employee's union leave is otherwise approved pursuant to the relevant clauses at article 22, they shall take the leave as leave without pay.

On a bi-monthly basis, and within 120 days of the end of the relevant period of leave, the CNSC will invoice the Institute for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.

The Institute agrees to reimburse the CSNC for the invoice within sixty (60) days of the date of the invoice.

This Memorandum of Agreement expires on March 31, 2022 or upon implementation of the Next Generation HR and Pay system, whichever comes first, unless otherwise agreed by the parties.

Signed at Ottawa, this 29 day of May, 2024

Canadian Nuclear Safety Commission

Professional Institute of the  
Public Service of Canada

Original signed by:

\_\_\_\_\_  
Ramzi Jammal

\_\_\_\_\_  
Eva Henshaw

\_\_\_\_\_  
Stéphane Cyr

\_\_\_\_\_  
Robert Séguin

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Robin Butler

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Harold Marcotte

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Tracey Sallie D'Crus

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Kathleen Ferreira

\_\_\_\_\_  
Pierre Majeau

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Jennie Esnard

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Stephen Morris

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Claudia Bell

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Anik Laflamme

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Kwaku Agyei

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Benoit St-Jean

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Rajesh Garg

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Karen Owen-Whitred

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Rachelle Millaire

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Nana-Owusua Kwamena

Signed at Ottawa, this 29 day of May, 2024

Canadian Nuclear Safety Commission  
Jammal, Ramzi

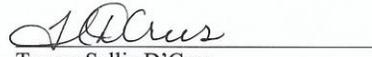
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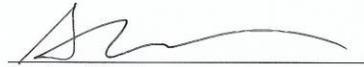
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Robin Butler

  
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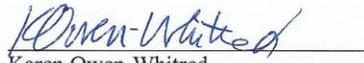
Pierre Majeau

  
Stephen Morris

  
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Benoit St-Jean

  
Karen Owen-Whitred

  
Nana-Owusua Kwamena

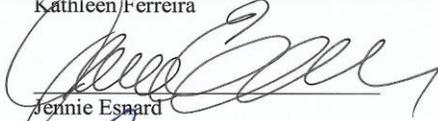
Professional Institute of the  
Public Service of Canada

  
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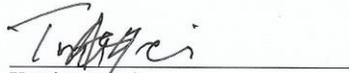
  
Robert Séguin

  
Harold Marcotte

  
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