



**Management proposals**

**to amend the collective agreement between the**

**National Research Council Canada (NRC)**

**And**

**The Research Council Employees' Association**

**In respect to the**

**Technical Category (TO) Group**

**Presented**

**September 14, 2011**

**National Research Council Canada**

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## INTRODUCTION

Without prejudice, the following proposals are presented on behalf of the National Research Council Canada (NRC) to amend the collective agreement between the NRC and the Research Council Employees' Association (RCEA) covering employees who are members of the Technical Category bargaining unit.

The NRC reserves the right to present other proposals as well as counter proposals with respect to the Association's demands.

Also, the NRC proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Proposed changes are highlighted in **bold** font. Where deletions are proposed, the words have a ~~striethrough~~.

Title Page, Table of contents, Index, and Signature page may be revised as necessary.

## General maintenance

The NRC proposes to:

1. review and amend, as necessary, the language of the collective agreement in accordance with any legislative changes;
2. review the translation in French to make sure the English and French versions are coincident and are consistent with the clause 2.3 of the collective agreement;
3. simplify, consolidate and standardize where appropriate.

## ARTICLE 7: INFORMATION

7.2 The Council shall make available a copy of this Agreement and a copy of any supplementary agreement that amends or changes this Agreement to every employee who is a member of the bargaining unit as of the date of the signing of this Agreement, and in addition, each employee entering the bargaining unit shall be provided with a copy of this Agreement. **For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement.**

## ARTICLE 9: PART-TIME EMPLOYEES

### 9.2 General

9.2.1 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal **scheduled** weekly hours of work compare with the normal **scheduled** weekly hours of work of full-time employees except that:

9.2.1.6 When a part-time employee is required to work on a day which is prescribed as a designated holiday for a full-time employee in the Designated Holidays article of this agreement, the employee shall be paid time and one-half (1 1/2) the straight-time rate of pay for ~~the first seven decimal five (7.5) hours worked on the holiday~~ **all hours worked up to the regular daily scheduled hours of work as specified by the relevant schedule for a full-time employee** and double time (2) thereafter.

ARTICLE 16: STANDARDS OF DISCIPLINE

16.8 Any document or written statement related to disciplinary action, which may have been placed on the employee's personnel file, shall be destroyed from the employee's personnel file after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during the two (2) year period. This two (2) year period will automatically be extended by the length of any period of leave without pay. ~~in excess of three (3) months.~~

ARTICLE 22: TIME-OFF FOR ASSOCIATION BUSINESS

**\*New\***

**22.08 Contract Negotiation Meetings**

**When operational requirements permit, the Council will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Association.**

**\*New\***

**22.09 Preparatory Contract Negotiation Meetings**

**When operational requirements permit, the Council will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.**

ARTICLE 31: VACATION LEAVE

31.2 Granting of Vacation Leave

31.2.1 No change

31.2.2 Subject to 31.2.1 an employee may ~~be permitted~~

31.2.2.1 during the first six (6) calendar months of employment, ~~to use~~ **be granted** vacation leave up to the amount of earned credits;

31.2.2.2 after the first six (6) calendar months of employment, ~~to use~~ **be granted** vacation leave in excess of the earned credits but only to the extent of credits that would **be accumulated** ~~to by~~ the end of the fiscal year concerned.

**\*NEW\***

**31.2.5 An employee's vacation shall normally be taken in the fiscal year in which the employee becomes eligible to take it. The Council shall, subject to operational requirements as determined by the Council, make every reasonable effort:**

**31.2.5.1 to schedule an employee's vacation leave at a time or times requested by the employee; and**

**31.2.5.2 after October 1st and after consultation with the employee, to assign the employee available vacation periods if the Council has been unable to schedule vacation during the periods preferred by the employee or if the employee has not filed with the Council his preference by October 1st.**

**\*NEW\***

**31.2.6 The Council reserves the right to schedule an employee's vacation leave earned in the current or prior fiscal year(s).**

31.4 Carry-Over Provisions

31.4.1 (See Appendix D)

31.4.2 (See Appendix D)

31.4.3 (See Appendix D)

## ARTICLE 32: DESIGNATED HOLIDAYS

32.4.7 When an employee is required to report for work and reports on a designated paid holiday which is not the employee's scheduled day of work and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows

32.4.7.1 an allowance at the kilometric rate normally paid to an employee when authorised by the Council to use his automobile and the employee travels by means of his own automobile, **to a maximum of a one hundred (100) kilometres round trip,**

### **32.4.8 (NEW) Work from a Remote Location**

**An employee who receives a call to duty or responds to a telephone or form of electronic communication on a designated paid holiday which is not the employee's scheduled day of work may, at the discretion of the Council, work at the employee's residence or at another place to which the Council agrees. In such instances, the employee shall be paid the greater of:**

**(a) compensation at the applicable overtime rate for any time worked,  
or**

**(b) compensation equivalent to one (1) hour's pay at the straight-time rate.**

## ARTICLE 33: SICK LEAVE

### 33.1 Credits

~~33.1.1.2 — A shift worker shall earn additional sick leave credits at the rate of one sixth (1/6) of a day for each calendar month during which he or she works shifts and he or she receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used fifteen (15) sick leave credits during the current fiscal year.~~

ARTICLE 35: OTHER LEAVE WITH OR WITHOUT PAY

35.16 Leave without Pay for Personal Needs

35.16.1 No change

35.16.1.1 No change

35.16.1.2 No change

35.16.1.3 No change

35.16.1.4 Leave granted under this clause for a period of more than three (3) months shall be deducted for the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the calculation of vacation leave. **Time spent on such leave shall not be counted for pay increment purposes.**

35.16.1.5 No change

ARTICLE 36: HOURS OF WORK

- 36.1 (a) No change
- (b) No change
- (c) **An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.**

## ARTICLE 39 - OVERTIME

No changes to clauses 39.1 to 39.18

Monetary compensation or leave with pay

- 39.19 Earned compensatory leave credits that are not used by the end of September of each calendar year shall be liquidated by means of ~~compensation by cheque~~ **payment** on the basis of one hour's pay for each hour of compensatory leave credits so liquidated **at the employee's substantive position rate of pay.** ~~except that an employee, upon application, shall be permitted to carry over to September of the following calendar year an amount of compensatory leave credits of seven decimal five (7.5) hours or more to a maximum of thirty seven decimal five (37.5) hours.~~

### Transportation Expenses

39.27 When an employee is required to report for work under conditions described in clauses 39.12 or 39.13 and 39.14 and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

39.27.1 an allowance at the kilometric rate normally paid to an employee when authorized by the Council to use his/her automobile when the employee travels by means of his/her own automobile, **to a maximum of a one hundred (100) kilometres round trip,**

or

39.27.2 out of pocket expenses for other means of commercial transportation.

Time spent by an employee reporting to work or returning to his/her residence shall not constitute time worked.

ARTICLE 40 – CALL-BACK PAY

40.1 No change

40.1.1 No change

40.1.2 No change

40.1.2.1 No change

40.1.2.2 No change

**40.1.2.3 (NEW) Work from a Remote Location**

**An employee who receives a call to duty or responds to a telephone or form of electronic communication on a designated paid holiday which is not the employee’s scheduled day of work, may, at the discretion of the Council, work at the employee’s residence or at another place to which the Council agrees. In such instances, the employee shall be paid the greater of:**

**compensation at the applicable overtime rate for any time worked,**

**or**

**compensation equivalent to one (1) hour’s pay at the straight-time rate.**

40.2 No change

40.2.1 an allowance at the kilometric rate normally paid to an employee when authorized by the Council to use her automobile when the employee travels by means of her own automobile, **to a maximum of a one hundred (100) kilometres round trip,**

or

40.2.2 No change

**ARTICLE 56: SEVERANCE PAY**

The Council proposes to discuss changes to this article.

Note: This proposal is to align the severance pay provisions of the collective agreement on those recently negotiated between the Treasury Board and the PSAC in the Core Public Administration.

ARTICLE 60: DURATION, RENEWAL AND AGREEMENT RE-OPENER

**Period of 3 years (36 months) from April 1, 2011 to March 31, 2014.**

Technical Category (TO) Group

Without prejudice

Appendix A

Rates of Pay

**To be discussed**