

Agreement

Between the



and



Public Service Alliance of Canada

Expiry date : June 15, 2006

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**ARTICLE 1
PURPOSE AND SCOPE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Canadian Museum of Nature hereinafter referred to as the Employer, the Public Service Alliance of Canada hereinafter referred to as the Alliance and the employees, and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement recognise the mandate of the Museum as declared in the Museums Act. Working together to fulfil this mandate, the parties share a desire to improve the quality of the Museum, to maintain professional standards, to promote the well-being and to increase the effectiveness of the employees of the Museum. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

**ARTICLE 2
INTERPRETATIONS AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- a) "Alliance" means the Public Service Alliance of Canada, otherwise referred to as the Bargaining Agent;
 - b) "Bargaining Unit" means the employees of the Employer as described in the bargaining certificate issued by the Canada Labour Relations Board (Board File: 590-27; March 14, 1994);
 - c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the employee's classification and substantive position on the day immediately prior to the day on which leave is taken;
 - d) "continuous employment"
 - i) "continuous employment" means uninterrupted employment with the Employer. For employees who prior to July 1, 1990, were employed by the National Museum of Natural Sciences continuous employment includes all continuous service of employees in the Federal Public Service and the length of employees' continuous service thereafter:

- ii) any other employee: the length of the employee's continuous service since the date of the employee's last hiring.
- e) "day of rest" in relation to a full time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of the employee's position other than by reason of the employee being on leave or absent from duty without permission;
- f) "employee" means a person who is a member of the bargaining unit specified in Article 6;
- g) "Employer" means the Canadian Museum of Nature and includes any person authorized to exercise the authority of the Employer;
- h) "holiday" means:
 - i) the twenty four (24) hour period commencing at 00:01-hour of a day designated as a paid holiday in this Agreement.
 - ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - a) on the day it commenced where half (1/2) or more of the hours fall on that day,
 - or
 - b) on the day it terminates where more than half (1/2) of the hours worked fall on that day.
- i) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- j) "leave" means authorised absence from duty by an employee during the employee's regular or normal hours of work.
- k) "membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy.
- l) "spouse" will be interpreted to include "common-law spouse".
- m) a "common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be the employee's spouse, and lives and intends to continue to live with that person as if that person were the employee's spouse.
- n) "straight-time rate" means the employee's hourly rate of pay.

- o) "overtime" means:
 - i) in the case of a full time employee, authorised work in excess of the employee's scheduled hours of work;
 - ii) in the case of a part-time employee, authorised work in excess of the normal daily or weekly hours of work of a full time employee but does not include time worked on a holiday;
- p) "time and one-half" means one and one-half (1 1/2) the employee's hourly rate of pay;
- q) "double time" means two (2) times the employee's hourly rate of pay.
- r) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;
- s) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- t) "headquarters area" has the same meaning as given to the expression in the Travel Policy;
- u) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2);
- v) "Types of Employees"
 - i) Permanent Full-Time Employees means employees scheduled to work thirty-seven and one-half (37 ½) hours per week, seven and one-half (7 ½) hours per day and normally with two (2) consecutive days off.
 - ii) Part-time employees means employees scheduled to work less than thirty seven and one-half (37 ½) hours per week but more than twelve and one half (12 ½) hours per week.

Notwithstanding the above, exceptionally and based on operational requirements, the Employer may hire employees for twelve and one half (12 ½) hours or less per week. In such circumstances, the Employer shall consult with the Union prior to initiating any staffing action.

- iii) Occasional Employees means employees who are called in to work for unusual and unforeseen circumstances and work less than thirty-seven and one-half (37 ½) hours per week and are not normally scheduled in advance. An occasional employee averaging more than twelve and one-half (12 ½) hours per week over a six (6) month period or works more than 325 hours in any six (6) month period will be considered a permanent part-time employee. With the exception

of Appendix "A" and Article 6 the collective agreement does not apply to occasional employees.

- iv) Temporary Employees means employees hired either on a Full-Time or Part-Time basis, normally for a specified period of time for:
- the replacement of employees on leave
 - filling of temporary vacancies
 - non-recurring work
 - Temporary assignment with Budgetary limits

Temporary employees will be advised in writing of their termination date when hired. The Employer may modify the termination date at its discretion due to unforeseen circumstances including unforeseen financial exigencies.

When employees are hired for less than six (6) months, the total number of days employees are entitled to in clause 18.05 c) shall not exceed three (3) days during that period. These employees are also entitled to only one of the two leave specified in article 18.08 b) Personal Leave and c) Volunteer Leave while employed for that period of less than six (6) months.

Temporary employees shall become permanent employees after a period of three (3) consecutive years of employment in the same position, except for temporary employees replacing permanent employees on leave for a period of more than three (3) years or temporary employees hired for a specific project exceeding three (3) years. The three (3) year period applies retroactively to the date of appointment.

- w) Employed in a "continuous operation" means for the purpose of the collective agreement, employment in any operation or service normally carried on without regard to Sunday, Saturday or holidays.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code have the same meaning as given to them in the Code.

ARTICLE 3 APPLICATION

- 3.01 The provisions of this Agreement apply to the Alliance, the employees and the Employer.
- 3.02 Both the English and French texts of this Agreement shall be official.
- 3.03 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used.

**ARTICLE 4
PRECEDENCE OF LEGISLATION AND THE
COLLECTIVE AGREEMENT**

- 4.01 In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.
- 4.02 The parties recognize that, in keeping with the general law, this collective agreement is to be interpreted in conformity with the principles established by the Canadian Human Rights Act.

**ARTICLE 5
MANAGERIAL RESPONSIBILITIES**

- 5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities for the Employer. Such responsibilities shall be exercised in a reasonable and non arbitrary manner.
- 5.02 All documents, agreements, terms and conditions of employment not covered in this agreement are null and void.

**ARTICLE 6
RECOGNITION**

- 6.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Labour Relations Board dated January 14, 1994 and as amended on March 14, 1994. (Board File: 590-27)
- 6.02 **Part-time, Occasional and Temporary Employees**
- The Employer recognises the Alliance as the exclusive bargaining agent for all permanent part-time, occasional and temporary employees.
- 6.03 **Work of the bargaining unit**
- a) Employees of the Museum not covered by the terms of this agreement will not normally perform work done by the employees covered by this agreement.

- b) The use of volunteers will not be expanded beyond the current practice as contained in the Volunteer Resources Policy (Revised September 23, 2003)
- c) No employee within the bargaining unit shall be laid off or have their regular hours reduced by reason of their duties being assigned to volunteers or to one or more part-time employees or temporary employees, except with the consent of the employees (job share).
- d) Upon request of a full-time employee, and subject to operational requirements, the employee's status may be changed to part-time for an agreed upon fixed period. The Alliance will be notified of such a fixed period.

6.04 Contracting out

The Employer agrees to hold constructive consultation with the union prior to contracting out work usually performed by the employees of the bargaining unit. Where such contracting out would result in lay-offs, affected employees may be reassigned with salary protection status or will benefit from the provisions of article 48 (Work force adjustment)

**ARTICLE 7
EMPLOYEE REPRESENTATIVES**

- 7.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 7.02 The Alliance, shall determine the jurisdiction of each representative having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 7.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 7.02.
- 7.04
 - a) A representative shall obtain the permission of their immediate supervisor before leaving their work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.
 - b) Where practicable, when the Employer requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

ARTICLE 8 USE OF EMPLOYER FACILITIES

- 8.01 Reasonable space on bulletin boards will be made available to the Alliance for the posting of official notices, in convenient locations determined by the Employer and the Alliance. The Employer shall have the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Alliance and social and recreational events. Such approval shall not be unreasonably withheld.
- 8.02 The Employer will make available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 8.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, to assist in the resolution of a complaint, grievance and any other union matter, and to attend meetings called by management. The Employer shall grant access to the premises for such meetings after prior arrangements have been made with the Employer.
- 8.04 The Alliance shall provide the Employer a list of such Alliance representatives and shall advise promptly of any change made to the list.
- 8.05 In accordance with clause 8.01, the Employer agrees to allow the Union Local the use of its communications systems. Should the Employer encounter difficulties of space on the server, consultation will be held to explore other alternatives.
- 8.06 The Employer may permit the Local to use the Employer's premises outside the working hours of the employees for conducting meetings of their members.
- 8.07 The Employer will make available, for the use of the Union Local, space within the workplace for secure file storage and access to meeting rooms.

ARTICLE 9 CHECK-OFF

- 9.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 9.02 The Alliance shall inform the Employer in writing of the authorised monthly deduction to be checked off for each employee.

- 9.03 For the purpose of applying clause 9.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 9.04 No employee organization, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 9.05 The amounts deducted in accordance with clause 9.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 9.06 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 9.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 9.08 Alliance dues deducted by the Employer will be included on employee T4 slips.

ARTICLE 10 INFORMATION

- 10.01 The Employer agrees to supply monthly to the Alliance and the Local, in addition to the list indicated in Article 9.05, a list containing the following information:
- Name, classification and level
 - Division and work location
 - Employment status
 - New employees
 - Date of appointment of new employees
 - All long term leave in excess of 3 months
 - Lay-offs
 - Struck off strength (SOS) with the type of SOS
 - Identification assigned number (IAN)
- 10.02 a) The Employer agrees to provide the Local Union President or designate and new employees with up to one (1) hour paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Alliance and the Employer.
- b) As soon as possible after hiring, the Employer agrees to introduce new employees to the Local President or the appointed delegate.

- 10.03 The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after the signing of the Agreement.
- 10.04 The Alliance agrees to print the collective agreement in both official languages and will endeavour to deliver the agreements to the Employer within three (3) weeks of the signing of the collective agreement. The Employer agrees to share equally in the cost of the printing.
- 10.05 Upon written request of an employee, the Employer shall make available, at a mutually satisfactory time, documents which have a direct bearing on the employee's Terms and Conditions of Employment. In addition, the following documents will be available at a convenient location for employees to consult.
- The Collective Agreement
 - The Museum Act
 - Canada Labour Code (Parts I, II and III)
 - Canadian Human Rights Act
 - CLRB Decision 590-27, March 14, 1994
 - The job classification and evaluation plan
 - Travel policy
 - No Discrimination and No Harassment policy
 - Pesticides policy
 - Motor vehicle policy
 - Clothing policy
 - Bilingualism bonus policy
 - Self-funded leave policy
 - Work force adjustment policy
 - Relocation Policy
 - Volunteer Resources Policy
- 10.06 The Employer agrees to provide the President of the Union Local with a copy of the Employer's organization chart and personnel policy manual as they are amended from time to time.

ARTICLE 11 RESTRICTION ON OUTSIDE EMPLOYMENT

- 11.01 Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer unless otherwise specified by the Employer as being in an area that represents a conflict of interest.

ARTICLE 12
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

**12.01 Complaints made to the Canadian Industrial Relations Board
(Pursuant to Sections 94 and 96 of the Canada Labour Code)**

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

- a) to an employee who makes a complaint, before the Canadian Industrial Relations Board,
and
- b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

**12.02 Applications for Certification, Representations and Interventions
with respect to Applications for Certification**

When operational requirements permit, the Employer will grant leave without pay:

- a) to an employee who represents the Alliance in an application for certification or in an intervention,
and
- b) to an employee who makes personal representations with respect to a certification.

12.03 The Employer will grant leave with pay:

- a) to an employee called as a witness by the Canadian Industrial Relations Board,
and
- b) when operational requirement permit and for matters related to the collective agreement, to an employee called as a witness by an employee or the Alliance.

12.04 Arbitration Board and Conciliation Board Hearings

When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board or Conciliation Board.

12.05 The Employer will grant leave with pay to an employee called as witness by an Arbitration Board or Conciliation Board and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

12.06 **Arbitration**

When operational requirements permit, the Employer will grant leave with pay to an employee who is:

- a) a party to the arbitration,
- b) the representative of an employee who is a party to an arbitration,
or
- c) a witness called by an employee who is a party to an arbitration.

12.07 **Meetings During the Grievance Process**

When operational requirements permit, the Employer shall grant leave with pay to an employee on whose behalf a grievance has been presented when the Employer originates a meeting with the employee or when the employee seeks to meet with the Employer.

- 12.08 When an employee wishes to represent, at a meeting with the Employer, an employee who has submitted a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative.

12.09 **Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and an employee acting on behalf of the Alliance 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.

12.10 **Contract Negotiation Meetings**

The Employer agrees to pay two (2) members of the Union's bargaining team for time spent on contract negotiation meetings, up to a maximum of thirty (30) days for each member.

12.11 **Preparatory Contract Negotiation Meetings**

When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees for the purpose of attending meetings in preparation for contract negotiations on behalf of the Alliance.

12.12 **Meetings between the Alliance and Management Not Otherwise Specified in this Article**

When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

12.13 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of Executive of the National Component, Executive Board meetings of the Alliance, and conventions of the Alliance, the National Component, the Canadian Labour Congress and the Ontario and Quebec Federations of Labour.

12.14 Representatives Training Courses

Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

12.15 When operational requirements permit, the Employer will grant leave of absence without pay to an employee elected to a full-time office of the Alliance or Component. The duration of such leave shall be for the period the employee holds such office.

12.16 a) An employee who returns to work after a period of leave without pay granted under clauses 12.15 and 12.17 shall have the time spent on such leave deducted from continuous employment for the purposes of calculating severance pay and vacation leave if the leaves are for a period of more than three (3) months. Time spent on such leave shall not be counted for pay increment purposes. Employees will have the right to return to work in their classification and position at the expiration of the leave.

b) If during this leave, the employee's position is eliminated, the employee will, at that time, be treated as if the employee was still working in the same position and entitled to all rights contained in the collective agreement and will be offered a comparative position at the same salary. Should no position be available up until the expiration of the leave the employee will be treated in accordance with all rights contained in this collective agreement including Article 21 – Severance Pay.

12.17 When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of doing work for the Alliance or Component.

**ARTICLE 13
STRIKE OR LOCK-OUT**

13.01 There shall be no strikes or lock-outs during the life of the agreement.

13.02 Should employees be prevented from performing their duties because of a strike or lock-out, on either the Employer's premises or another Employer's premises, the employees shall report the matter to the Employer and the Employer will make every reasonable effort to ensure that such employees are employed elsewhere so that they shall receive their regular pay and benefits to which they

would normally be entitled. An employee who refuses to cross a picket line will not be subject to discipline.

ARTICLE 14 NO DISCRIMINATION AND NO HARASSMENT

14.01 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment and the Employer undertakes to ensure that sexual and personal harassment will not be tolerated in the workplace.

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 origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, language, political affiliation, marital status and criminal record for which a pardon has been granted or membership or activity in the union.

- 14.02 a) Sexual Harassment is any incident or series of incidents which may cause offence or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures, or comments of a sexual nature, the displaying of pornographic material, or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- b) Personal harassment is any unwarranted behavior by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behavior may take the form of the application of force, threats, verbal abuse, or harassment of a personal or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).

14.03 Complaints concerning harassment and discrimination will be investigated and treated as follows:

- Step 1. The complainant may choose the informal resolution process specified in the No Discrimination and No Harassment Policy of the Employer (November 13, 1998).
- Step 2. If the employee, in consultation with the Alliance feels that the informal resolution process has been unsuccessful or would be inappropriate, the Alliance may file a complaint on behalf of the employee under the terms of this article.
- Step 3. Within one week of an employee filing a complaint under Step 2 above, the parties will appoint a mutually acceptable third party who's mandate will be to investigate, attempt to mediate and propose a settlement in regards to the complaint. Should the mediation be

unsuccessful, the independent third party will have the power to impose a settlement.

- 14.04 Union representation during the investigation process will be permitted for the complainants and respondents who are members of the bargaining unit.
- 14.05 The cost of the independent third party will be shared equally between the Alliance and the Employer.
- 14.06 The Health and Safety Committee may make recommendations to the Employer on the monitoring and developing of prevention strategies or procedures to reduce the risk of abuse of staff.

ARTICLE 15 POLITICAL RIGHTS

- 15.01 Employees have the right, on their own time or on authorised leave, to participate in the political process including the right to run for political office or to campaign for the candidate of their choice.

ARTICLE 16 LEAVE GENERAL

- 16.01 An employee is entitled, once in each fiscal year, to be informed upon request of the balance of the employee's vacation, sick and compensatory leave credits.
- 16.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 16.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 16.04 An employee is not entitled to leave with pay during periods the employee is on leave without pay or under suspension.
- 16.05 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 and sick leave taken by the employee, as calculated from the classification level of the substantive position held by the employee on the date of the termination of employment.
- 16.06 An employee shall not earn leave credits under this collective agreement in any month for which leave has already been credited to the employee under any

other terms of this collective agreement or under other rules or regulations of the Employer.

- 16.07 a) When an employee become subject to this Agreement, his or her earned daily leave credits shall be converted into hours.
- b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- c) Notwithstanding the above, in article 18, Bereavement leave with pay, a "day" will mean a calendar day.

ARTICLE 17 DESIGNATED PAID HOLIDAYS

17.01 Subject to clause 17.02, 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) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- h) Remembrance Day,
- i) Christmas Day,
- j) Boxing Day,
- k) one additional day in each year of the employee's choice, of St. Jean Baptiste Day or the first Monday in August.
- l) one additional day when proclaimed by an Act of Parliament as a national holiday.

17.02 An employee absent without pay on both their full working day immediately preceding and their full working day immediately following a designated 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 12 (Leave With or Without Pay for Alliance Business).

17.03 When a day designated as a holiday under clause 17.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working

day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 17.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

17.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 17.03:

- a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,
and
- b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

17.05 When an employee works on a holiday, the employee shall be paid:

- a) time and one-half (1½) for all hours worked up to the regular daily scheduled hours of work, and double (2) time thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday.
- b) When an employee works on a holiday, which is not the employee's scheduled day of work, contiguous to a day of rest on which the employee also worked and received overtime in accordance with the Overtime Article, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

17.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

- i) compensation in accordance with the provisions of clause 17.05;
or,
- ii) three (3) hours' pay at the applicable overtime rate of pay.

17.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

17.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

- 17.09 a) The Employer shall not schedule an employee to work on December 25th.
- b) Subject to operational requirements, the Employer shall not schedule an employee to work both December 26 and January 1 in the same holiday season.
- c) Where an employee has worked December 26th of the previous holiday season, and must work one of the two (2) holidays in the next holiday season, the employee's choice will be given preference, subject to operational requirements.

ARTICLE 18 OTHER LEAVE WITH OR WITHOUT PAY

18.01 Leave With Pay for Spousal Union

- a) After the completion of six (6) months' continuous employment, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' leave with pay for the purpose of declaring spousal union with another person in a public ceremony. This ceremony may be civil, secular or religious.
- b) For an employee with less than one (1) year of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of leave with pay for spousal union, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

18.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as spouse, the employee's or spouse's father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, child, step-child or ward, grand-parent, grand-child, mother-in-law or father-in-law and other relative who is permanently residing in the employee's household or with whom the employee permanently resides.

- a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) days leave with pay which must include the day of the funeral. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b) An employee is entitled to one (1) day bereavement leave with pay for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- c) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for

bereavement leave with pay under paragraph a) or b) of this clause, the employee shall be granted bereavement leave with pay and the employee's compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

- d) i) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 18.02 a) and b). Such request shall not be unreasonably denied.
- ii) The Employer agrees to seriously consider requests for bereavement leave where cultural traditions create important family relationships not described in this clause. Such requests shall not be unreasonably denied. In such cases, article 18.10 shall apply.

18.03. Maternity and Parental leave without pay

18.03.1 Maternity Leave Without Pay

18.03.1.01 Maternity Leave Without Pay

- 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 seventeen (17) 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 seventeen (17) 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 seventeen (17) 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 19, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 19, Sick Leave With Pay, shall include medical disability related to pregnancy.
- f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- g)
 - i) An employee shall give at least (4) weeks notice in writing of any change in the length of leave intended to be taken unless there is a valid reason why that notice cannot be given.
 - ii) Should the employee wish to return to work prior to the expected date of return, the employee shall inform the Employer at least (4) weeks in advance of the date on which the employee will return to work.
- h) Upon returning from Maternity leave, the employee shall be reinstated into the position at the time the leave commenced, if the position still exists.
 - i) If during the leave, the employee's position is eliminated, the employee will, at that time, be treated as if the employee was still working in the same position and entitled to all rights contained in the collective agreement and will be offered a comparable position at the same salary. Should no position be available up until the expiration of the leave, the employee will be treated in accordance with all rights contained in this collective agreement including Article 21- Severance Pay.
 - ii) Should the identical or comparable position be offered to the employee and the employee refuses such position, the employee, by such refusal, shall be considered as having voluntarily resigned from employment with the Employer.
- i) The employee shall, along with the request for maternity leave without pay, notify the Employer in writing of the options concerning the Pension and Insurance Benefits. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions. The Employer shall continue to pay its applicable share of all insurance benefits during the period of leave.
- j) Employees who have applied, or are considering applying for Maternity Leave will receive upon request the relevant sections of the Canada Labour Code

pertaining to Maternity Leave as well as job reassignment or job modification for the protection of pregnant or breast-feeding workers.

- k) The employee shall be entitled, on written request, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on maternity leave and for which the employee is qualified.
- l) 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.

18.03.1.02 Maternity Allowance

- a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the Employment Insurance Act 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 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 number of hours equal to the number of hours she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B) , for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B) , or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired by the Museum within a period of five 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 of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
and
 - ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the Employment Insurance Act, thirty-eight per cent (38%) of her weekly rate of pay less any other monies earned during this period.
- d) At the employee's request, the payment referred to in subparagraph 18.03.1.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy 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.
- f) The weekly rate of pay referred to in paragraph (c) shall be:
 - i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

18.03.1.03 Special Maternity Allowance for Totally Disabled Employees

- a) An employee who:
 - i) fails to satisfy the eligibility requirement specified in subparagraph 18.03.1.O2(a)(ii) solely because a concurrent entitlement to benefits under the Disability insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance pregnancy benefits,
 - and
 - ii) has satisfied all of the other eligibility criteria specified in paragraph 18.03.1.O2(a), other than those specified in sections (A) and (B) of subparagraph 18.03.1.O2(a)(iii),

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

- b) An employee shall be paid an allowance under this clause and under clause 18.03.1.O2 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the Employment Insurance Act had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

18.03.2 Parental Leave Without Pay

18.03.2.01 Parental Leave Without Pay

- 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 spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- 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 a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.

At the request of the employee and with the agreement of the Employer, the leave referred to in sub-clauses (a) and (b) may be taken in two or more periods.

- c) 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.

- d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- e) 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.
- f) Parental leave without pay taken by a couple employed in the Canadian Museum of Nature shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- 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.
- h)
 - i) An employee shall give at least (4) weeks notice in writing of any change in the length of leave intended to be taken unless there is a valid reason why that notice cannot be given.
 - ii) Should the employee wish to return to work prior to the expected date of return, the employee shall inform the Employer at least (4) weeks in advance of the date on which the employee will return to work.
- i) Upon returning from Parental leave, the employee shall be reinstated into the position at the time the leave commenced, if the position still exists.
 - i) If during the leave, the employee's position is eliminated, the employee will, at that time, be treated as if the employee was still working in the same position and entitled to all rights contained in the collective agreement and will be offered a comparable position at the same salary. Should no position be available up until the expiration of the leave, the employee will be treated in accordance with all rights contained in this collective agreement including Article 21- Severance Pay.
 - ii) Should the identical or comparable position be offered to the employee and the employee refuses such position, the employee, by such refusal, shall be considered as having voluntarily resigned from employment with the Employer.
- j) The employee shall, along with the request for Parental leave without pay, notify the Employer in writing of the options concerning the Pension and Insurance Benefits. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions. The Employer shall continue to pay its applicable share of all insurance benefits during the period of leave.
- k) The employee shall be entitled, on written request, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on parental leave and for which the employee is qualified.
- l) Employees who have applied, or are considering applying for Parental Leave will receive upon request the relevant sections of the Canada Labour Code

pertaining to Paternity Leave as well as job reassignment or job modification for the protection of pregnant or breast-feeding workers.

18.03.2.O2 Parental Allowance

- 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), providing he or she:
 - i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the Employment Insurance Act 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 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 number of hours equal to the number of hours the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 18.03.1.02 (a)(iii)(B), if applicable;
 - (C) Should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B) , for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B) , or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (remaining hours to be worked following the employee's return to work)

[total hours to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired by the Museum within a period of five 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).
- c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the Employment Insurance Act, thirty-eight per cent (38%) of his or her weekly rate of pay less any other monies earned during this period.
 - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the Employment Insurance Act, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the EI Act .
- d) At the employee's request, the payment referred to in subparagraph 18.03.2.O2(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI 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.
- 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 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.
- g) The weekly rate of pay referred to in paragraph (f) shall be the rate 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 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.

18.03.2.03 Special Parental Allowance for Totally Disabled Employees

- a) An employee who:
 - i) fails to satisfy the eligibility requirement specified in subparagraph 18.03.2.02(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 parental benefits,
 - and
 - ii) has satisfied all of the other eligibility criteria specified in paragraph 18.03.2.02(a), other than those specified in sections (A) and (B) of subparagraph 18.03.2.02(a)(iii),

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

- b) An employee shall be paid an allowance under this clause and under clause 18.03.2.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the Employment Insurance Act, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

18.04 Leave for the Care of Immediate family, Relocation of Spouse and Personal Needs

For the purpose of this clause, immediate family is defined as spouse, child, step child, the employee's and spouse's parents (including step parents and foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

- a) Subject to operational requirements, an employee shall be granted leave for the care of immediate family, relocation of spouse or for personal needs under the following conditions:

- i) with the exception of clause vii) below, an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

Care of Immediate Family

- ii) in the case of care of immediate family, leave without pay granted under this clause shall be for a minimum period of three (3) weeks to a maximum of five (5) years. Time already spend on Care and Nurturing of pre-School Age Children from the previous agreement is to be included in this maximum;

Relocation of Spouse

- iii) in the case of relocation, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated;

Personal Needs

- iv) 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;
 - v) subject to operational requirements, leave without pay for a period in excess of three (3) days and up to one (1) year will be granted to an employee for personal needs;
 - vi) an employee is entitled to leave without pay for personal needs only once under each of iv) and v) of this clause during their total period of employment with the Museum. Leave without pay granted under this clause may not be used in combination with maternity and parental leave without the consent of the Employer.
 - vii) subject to operational requirements, leave without pay for personal reasons of up to three (3) days will be granted. Such requests shall not be unreasonably denied.
 - viii) The Employer shall grant leave with pay up to one half (1/2) day for medical or dental appointment. Where a series of continuing appointments are necessary for the treatment of a particular condition, absences shall be charged to sick leave.
- b) 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 as well as vacation leave, and shall not be counted for pay increment purposes.

- c) Upon returning from leave, the employee shall be reinstated into the position at the time the leave commenced, if the position still exists.
 - i) If during this leave, the employee's position is eliminated, the employee will, at that time, be treated as if the employee was still working in the same position and entitled to all rights contained in the collective agreement and will be offered a comparable position at the same salary. Should no position be available up until the expiration of the leave the employee will be treated in accordance with all rights contained in this collective agreement including Article 21 – Severance Pay.
 - ii) Should the identical or comparable position be offered to the employee and the employee refuses such a position, the employee, by such refusal, shall be considered as having voluntarily resigned from employment with the Employer.
 - iii) Should the employee wish to return to work prior to the expected date of return, the employee shall inform the Employer at least four (4) weeks in advance of the date on which the employee will return to work.

18.05 Leave With Pay for Family-Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse, child, step child, the employee's and spouse's parents (including step-parents or foster parents), or anyone permanently residing in the employee's household or with whom the employee permanently resides.
- b) The Employer shall grant leave with pay under the following circumstances:
 - i) for a medical or dental appointment when the family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimise his or her absence from work. An employee requesting leave under this provision must notify the immediate 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 alternate 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 non-consecutive days.
- c) The total leave with pay which may be granted under sub-clauses b) i), ii) and iii) shall not exceed five (5) days in a fiscal year.

- d) An employee who has used up their leave under this Article may, if more leave is required for family illness purposes as defined by this Article, use up to five (5) sick leave days annually for this purpose.

18.06 **Court Leave**

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

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

18.07 **Personnel Selection Leave**

Where an employee participates in a personnel selection process including the Post-Board process where applicable, for a position with the Employer, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process.

18.08 **Leave With or Without Pay for Other Reasons**

- a) At its discretion, the Employer may grant:
 - i) Leave with pay when circumstances not directly attributable to the employee prevent the employee reporting for duty. Such leave shall not be unreasonably withheld;
 - ii) Leave with or without pay for purposes other than those specified in this Agreement.

b) **PERSONAL Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year beginning April 1st 2002, one (1) day of leave with pay for personal reasons.

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

c) **VOLUNTEER Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year beginning April 1st 2002, one (1) day of leave with pay to work as a volunteer for a charitable or community organization or activity.

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

18.09 Injury-on-duty Leave

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

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

18.10 Leave for Cultural and Religious Obligations

- a) The Employer shall grant reasonable time off with pay for an employee to observe their cultural and religious obligations providing such a request is made within a reasonable period of time prior to the date of the leave requested. In such cases employees may utilise other leave credits such as but not limited to compensatory leave or vacation leave or may make up this

time in a manner which is reasonable to both the Employer and the employee at the employee's straight time rate of pay.

- b) When an employee's request under a) above has been approved by the Employer but because of unforeseen operational requirements the employee is subsequently required to work on that day, the employee's leave will be credited and the employee will be compensated in accordance with the terms and conditions of the collective agreement.

ARTICLE 19 SICK LEAVE WITH PAY

19.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.

19.02 Granting of Sick Leave

Employees shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:

- a) they satisfy the Employer of their condition in such manner and at such time as may be determined by the Employer,
and
- b) they have the necessary sick leave credits.

19.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 19.02 a).

19.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 19.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

- a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty is being awaited;
or
- b) for a period of up to fifteen (15) days in all other cases, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

19.05 Return of Credits During Period of Compensatory Leave

Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory

leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

19.06 Return of Credits for Injury-on-Duty

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

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

19.08 The Employer agrees that an employee recommended for release from employment for incapacity by reason of ill health shall not be released at a date earlier than the date at which the employee will have utilized their accumulated sick leave credits.

19.09 The Employer may advance sick leave credits to an employee under the same conditions as in clause 19.04 when a previous advance has not been fully reimbursed.

ARTICLE 20

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

20.01 Career Development

The parties recognise the usefulness of education leave and that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities.

20.02 Education Leave

- a) An employee with the approval of the Employer, may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed for personal advancement, or to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- b) An employee on education leave under this clause shall receive an allowance in lieu of salary of up to one hundred percent (100%) of basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave

allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

- c) Allowances 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 allowances are to be continued in whole or in part.
- d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - i) fails to complete the course,
 - or
 - 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; then

the employee shall repay the Employer all allowances paid to them under this clause during the education leave or such lesser sum as shall be determined by the Employer. The Employer will not seek reimbursement of the allowance due to special circumstances affecting an employee such as long term illness.

20.03 Upon returning from leave, the employee shall be reinstated into the position at the time the leave commenced, if the position still exists.

- i) If during this leave, the employee's position is eliminated, the employee will, at that time, be treated as if the employee was still working in the same position and entitled to all rights contained in the collective agreement and will be offered a comparable position at the same salary. Should no position be available up until the expiration of the leave the employee will be treated in accordance with all rights contained in this collective agreement including Article 21 – Severance Pay.
- ii) Should the identical or comparable position be offered to the employee and the employee refuses such a position, the employee, by such refusal, shall be considered as having voluntarily resigned from employment with the Employer.
- iii) Should the employee wish to return to work prior to the expected date of return, the employee shall inform the Employer at least four (4) weeks in advance of the date on which the employee will return to work.

20.04 **Conferences**

- a) An employee will attend conferences related to the employee's field of specialisation when it is deemed by management that such attendance will benefit the employee's field of specialisation. An employee may recommend to the Employer, conferences, workshops, and other gatherings of a similar nature.
- b) In order to benefit from an exchange of knowledge and experience, an employee shall have a reasonable opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialisation, subject to operational constraints.
- c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- e) An employee invited to participate in a conference or convention 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 the convention or conference registration fees and reasonable travel expenses.
- f) An employee shall not be entitled to any compensation under Article 40 (Overtime) and 24 (Travelling Time) in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this article, except as provided by paragraph d).

20.05 **Professional Development**

The parties to this agreement recognize that attendance at conferences, workshops and other gatherings of a similar nature constitutes an integral part of all employees activities and that attendance and participation in such gatherings is recognized as beneficial to the career of the employee and to the Museum.

- 20.06 a) The parties to this Agreement share a desire to improve professional standards by ensuring that employees have the reasonable opportunity on occasion:
- i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,

- ii) to perform work related to their normal projects in institutions or locations other than those of the Employer,
 - iii) to perform work in the employee's field of specialisation not specifically related to the employee's assigned work projects when in the opinion of the Employer such assignment is needed to enable the employees to fulfil their present role more adequately.
- b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in clause 20.05.
 - c) An employee may apply at any time for professional development under this article, and the Employer may select an employee at any time for such professional development.
 - d) When an employee is selected by the Employer for professional development under this article the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
 - e) An employee selected for professional development under this article shall continue to receive normal compensation including any increase for which the employee may become eligible. Except when the employee attends at the request of the Employer, the employee shall not be entitled to any compensation under Articles 40 (Overtime) and 24 (Travelling Time) while on professional development under this article.
 - f) An employee on professional development under this article may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

20.07 Examination Leave With Pay

At the Employer's discretion, examination leave with pay may be granted to an employee who is not on education leave for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted 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.

20.08 Self-Funded Leave

In accordance with the policy existing at the time of signing this collective agreement, the Employer agrees to consider a request for self-funded leave and based on operational requirements will grant this leave if the following conditions are met:

- a) Leave granted under this clause shall be for a minimum of six (6) consecutive months to a maximum of twelve (12) consecutive months.

- b) A portion of the employee's salary up to a thirty-three and one third percent (33 1/3%) will be deferred to fund the period of leave of absence.
- c) The amounts deferred for the employee under this arrangement will be held in trust in one of the two approved Financial Institutions at the employee's choice; and
- d) The employee agrees to return to the same position with the Employer after the leave of absence for a period that is not less than the period of the leave of absence.

Leave granted under the clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay, service and for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 21 SEVERANCE PAY

21.01 Under the following circumstances and subject to clause 21.02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

a) Lay-off

- i) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.
- ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under a) i) above.

b) Resignation

On resignation, subject to sub-clause 21.01 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

- i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,
- or
- ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if the employee were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if the employee were a contributor under the *Public Service Superannuation Act*,

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 partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 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 partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

e) Release for Incapacity or incompetence

- i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of release for incapacity, one (1) week's pay for each complete year of continuous employment and, in the case of partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365 with a maximum benefit of twenty-eight (28) weeks.
- ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of release for incompetence, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

21.02 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. Under no circumstances shall the maximum severance pay provided under clause 21.01 be pyramided.

- 21.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification level of the substantive position held by the employee on the date of the termination of the employee's employment.

ARTICLE 22 WASH-UP TIME

- 22.01 Where the Employer determines that due to the nature of the work there is a clear need, wash-up time to a maximum of ten (10) minutes will be permitted at the end of the working day.

ARTICLE 23 PAY ADMINISTRATION

- 23.01 An employee, other than an employee being paid acting pay, is entitled to be paid for services rendered at:
- a) The pay specified in Appendix "A" for the classification and level of the position to which the employee is appointed,
 - b) A new employee will normally be hired at the minimum pay rate of the classification level of the employee's position. The Employer at its discretion, may hire a new employee at any rate within the classification level of the employee's position.
 - c) The pay increment period will be 52 weeks and the pay increment date will be the anniversary date following the pay increment period as calculated from the date of appointment.
- 23.02 a) The rates of pay set forth in Appendix "A" shall become effective on the date specified in this Agreement.
- b) Where the rates of pay set forth in Appendix "A" of this agreement have an effective date prior to the date of signing of this Agreement the following shall apply:
- i) "retroactive period " for the purpose of clauses ii) to v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this agreement is signed, unless otherwise mutually agreed.

- ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit identified in Article 6 of this agreement during the retroactive period;
- iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed on the effective date of the revision in rates of pay;
- iv) in order for former employees or, in the case of death, for the former employee's estate to receive payment in accordance with this article, the Employer shall notify, by registered mail, such individuals, or the estate executor, at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- v) No payment or notification shall be made pursuant to clause 23.02 b) for one (1) dollar or less.

23.03 When a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

Where an employee's date of appointment, pay increment or pay revision are effected on the same date, the pay increment shall be applied first, the resulting rate shall be revised in accordance with the pay revision and their rate on appointment shall be established in the revised scale of rates in the new classification level in accordance with the provisions of clause 23.04, 23.05 or 23.06.

23.04 Rate of Pay on Appointment to a Classification Level Having the same or higher maximum rate of pay

a) Rate of Pay on Promotion

The appointment of an employee constitutes a promotion where the maximum rate of pay applicable to the position to which that person is appointed or reclassified exceeds the maximum rate of pay applicable to the employee's substantive level immediately before that appointment by:

- i) an amount equal to at least the lowest pay increment for the position to which he or she is appointed, where that position has more than one rate of pay; or
- ii) in all other cases, an amount equal to at least four percent (4%) of the maximum rate of pay for the position held by the employee immediately prior to that appointment, where the position to which he or she is appointed has only one rate of pay.

- b) Subject to Clause 23.09, on promotion, the rate of pay shall be the rate of pay nearest that to which the employee was entitled in his or her substantive level immediately before the appointment that gives the employee an increase in pay as specified in a) above; or an amount equal to at least four per cent of the maximum rate of pay for the position to which he or she is appointed.

23.05 Rate of Pay on Appointment to a Classification Level Having a Lower Maximum Rate

(note: Except in the case of reclassification of duties and responsibilities to a level having a lower maximum rate where clause 23.07 would apply.)

- a) A person is demoted where, because of incompetence or incapacity, he or she is appointed to a position that has a lower maximum rate of pay than the maximum rate applicable to the employee's former substantive level.
- b) Subject to Clause 23.05 a), where a person is demoted, he or she shall be paid the rate of pay that is nearest to but not more than the rate of pay the employee was entitled to in his or her substantive level immediately before the appointment.

23.06 Rate of Pay on Transfer

- a) A person is transferred where the appointment to a position does not constitute a promotion or demotion.
- b) Subject to Clause 23.06 a) where the appointment constitutes a transfer, the employee shall be paid the rate of pay that is nearest to but not less than the rate of pay the employee was entitled to in his or her substantive level immediately before the appointment, or if there is no such rate, at the maximum rate of pay for the position to which he or she is appointed.

23.07 Rate of pay on reclassification of duties and responsibilities to a level with a lower maximum rate.

Where an employee's duties and responsibilities are reclassified to a level with a lower maximum rate of pay than the level at which the employee is being paid, the following rules shall apply:

- a) Prior to a position being reclassified to a level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
- b) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, the employee shall continue to receive the salary and incremental rate increases on the same basis as if the employee's position had not been reclassified to a lower level. This shall be cited as salary protection status and subject to clause c) ii) below shall apply until the position is vacated or the attainable maximum of the reclassified

level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.

- c) i) The Employer will make every reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former level of the position.
- ii) In the event that an incumbent declines an offer of transfer to a position as in (i) above, without good and sufficient reason, the incumbent shall be immediately paid at the rate of pay for the reclassified position.

23.08 If, during the term of this collective agreement, a new classification plan is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the plan, negotiate the rates of pay with the Alliance. The new rates of pay will be effective retroactively to the date of implementation of the plan.

23.09 **Acting Pay**

- a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for a period of at least six (6) consecutive 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 purposes of the qualifying period.
- c) When an employee on shift work is required by the Employer to fill a higher classification level position also on shift work basis, the employee shall be paid acting pay for all hours worked as if they had been appointed to that higher classification level.

23.10 **Pay of an employee on termination of acting pay**

- a) On termination of acting pay, an employee shall be entitled to pay from the date of termination as if the employee had remained in their classification and level in the bargaining unit. The rate so determined shall also be the employee's rate of pay for the purpose of calculating a new rate of pay for any appointment or acting pay which coincides with the termination date.
- b) Where an employee on acting pay or temporary assignment is appointed to the classification level in which the employee is acting or temporarily assigned, the employee shall continue to be paid in that classification level at the rate of pay the employee is receiving and their service in that classification level shall be recognized in determining their increment date.

23.11 Death

When an employee dies the Employer shall pay to the estate of that employee the amount of pay the employee would have received but for their death for the period from the date of the employee's death to the end of the month in which the employee's death occurred.

23.12 Overpayment

When an employee through no fault of their own, has been overpaid, the Pay and Benefits office will, before recovery action is implemented advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (50.00), and where the employee advises their Employer that the stated recovery action will create a hardship, arrangements will be made by the Employer with the paying office to limit the recovery action to not more than ten per cent (10%) of the employee's pay each period until the entire amount is recovered.

23.13 Pay Increases

- a) An employee holding a position for which there is a minimum and a maximum rate of pay shall be granted pay increments, as defined in Appendix "A", until the employee reaches the maximum rate for the position.
- b) A pay increase shall be a percentage of the employee's salary rounded to the nearest dollar in the scale of rates applicable to the position.

23.14 Bilingual Bonus

When an employee occupies a position identified by the Employer as bilingual, and the employee meets the language requirements as confirmed by a second language examination, the employee shall receive a bilingual bonus of \$800 per annum. In order to be eligible for the bonus, the employee must have received a salary for at least ten (10) days in the month. The bilingual bonus paid to part-time employees shall be prorated.

ARTICLE 24 TRAVELLING TIME

24.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article. Employees in travel status will be reimbursed for all reasonable expenses in accordance with the current Canadian Museum of Nature Travel Policy dated November 13, 1998.

24.02 When an employee is required to travel on Museum business outside the employee's headquarters area, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 24.03 and 24.04.

Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

- 24.03 For the purpose of clauses 24.02 and 24.04, the travelling time for which an employee shall be compensated is as follows:
- i) 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,
 - ii) 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 employee's destination and, upon the employee's return, direct back to the employee's residence or work place.
 - iii) 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.

24.04 If an employee is required to travel as set forth in clauses 24.02 and 24.03:

- a) on a normal working day on which the employee travels but does not work, the employee shall receive their pay for the day except when the travel exceeds the number of hours in a normal working day, the employee shall be paid:
 - i) at the applicable overtime rate for additional travel time in excess of their regularly scheduled hours of work with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate in any day;
- b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - i) their regular pay for the day for a combined period of travel and work not exceeding their regular scheduled working hours ;
and
 - ii) at the applicable overtime rate for additional travel time in excess of their regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate in any day;
- c) On a day of rest or on a paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours pay at the straight-time rate.

24.05 In lieu of cash compensation for overtime earned under article 24, the employee may request leave under the compensatory leave provisions of article 40.

24.06 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

ARTICLE 25 CALL-BACK, STANDBY AND REPORTING PAY

25.01 a) If an employee is called back to work and returns to work either: on a designated paid holiday which is not the employee's scheduled day of work, or on the employee's day of rest, or after the employee has completed their work for the day and has left their place of work, or from standby duty; then the employee shall be paid the greater of:

i) the minimum of three (3) hours pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8)-hour period. Such maximum shall include any reporting pay pursuant to this Agreement,

or

ii) compensation at the applicable overtime rate for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

b) The minimum payment referred to above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 34.

25.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

25.03 No Pyramiding of Payment

Payments provided under this Article and Overtime provisions of this Agreement shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

25.04 This Article does not apply where an employee is on the Employer's premises at the time of notification of the requirement to work overtime and the work performed is contiguous to any period of work already performed on that day.

25.05 In lieu of cash compensation for overtime earned under 25.01 a) i), ii) the employee may request leave under the compensatory leave provisions of article 40.

25.06 When an employee is called back to work under the conditions described in clause 25.01 a), or b) and is required to use transportation services other than normal

public transportation services, the employee shall be reimbursed for transportation costs in accordance with the provisions of the Travel Policy.

The Employer may use at its discretion electronic paging devices if practicable and efficient and they will be provided without cost to those employees on stand-by duty.

- 25.07 An employee contacted by telephone by the Employer and required to perform work, will be compensated a minimum of one (1) hour at straight time rate or at the applicable overtime rate, whichever is greater.
- 25.08 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ten dollars (\$10) for each eight (8) consecutive hours or portion thereof that the employee is on standby.
- 25.09 Employees designated by letter or by list for standby duty shall be available during their period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- 25.10 No standby payment shall be granted if an employee is unable to report for duty when required.

ARTICLE 26 PREMIUMS

- 26.01 Employees whose hours of work are scheduled on an irregular and or rotating basis will receive a premium of \$1.50 per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.
- 26.02 Other employees, half or more of the hours of which are regularly scheduled between 4.00 p.m. and 8.00 a.m. will receive a premium of \$1.50 per hour for all hours worked, including overtime hours, between 4.00 p.m. and 8.00 a.m.. The premium will not be paid for hours worked between 8.00 a.m. and 4.00 p.m.

26.03 Weekend Premium

- a) Employees shall receive an additional premium of \$1.50 per hour for work on a Saturday or Sunday for hours worked as stipulated in b) below.
- b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight time rates worked on a Saturday or Sunday.

26.04 **Split Shift Premium**

Employee shall receive an additional premium of \$1.50 per hour for all hours worked on a split shift. A split shift is defined as a shift that is regularly scheduled in accordance with this collective agreement and that includes one regularly scheduled interruption for purposes other than the employee's meal break or the employee's rest period. However, the foregoing shall not apply in cases where an employee requests to work on a split shift.

ARTICLE 27 JOB EVALUATION

27.01 **Statement of Duties**

Upon written request, an employee shall be provided with a complete and current statement of duties and responsibilities of the employee's position, including the classification level, the point rating allotted by factor, the rationale justifying the point rating and an organization chart depicting the position's place in the organization.

27.02 All positions in the bargaining unit will be rated according to the Job Classification and Evaluation Plan established by the Employer and the Alliance in consultation. Positions will be classified into the levels found in Appendix "A".

27.03 Within 20 working days of the employee receiving the decision on the rating of his or her position, the employee may appeal the decision to the Vice-President, Corporate Services (or designate). Failing resolution at this level, the decision may be referred to arbitration according to the provision of Article 33. However, the arbitrator must be knowledgeable in job evaluation plans.

ARTICLE 28 SUSPENSION AND DISCIPLINE

28.01 Prior to disciplining an employee for just cause by written reprimand, suspension or discharge, the Employer shall hold a hearing with the employee. In exceptional circumstances an employee may be suspended with pay until a decision is rendered in accordance with this article.

When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or render a disciplinary decision concerning him/her, the employee is entitled to have, at their request, a representative of the Alliance attend the meeting. The employee shall receive a minimum of twenty-four (24) hours written notice of, and the reason(s) for such a meeting.

28.02 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of

which the employee was not aware of at the time of filing or within a reasonable period thereafter.

- 28.03 Where disciplinary action has been taken, the employee and the Local shall be notified in writing of the disciplinary action and the circumstances which made the action necessary.
- 28.04 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension. The Employer shall notify the local representative of the Alliance that such suspension has occurred.
- 28.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after one (1) year has elapsed since the disciplinary action related to the matter referred to in this document or written statement was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 29 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 29.01 A formal assessment of an employee's performance shall be completed annually.
 - a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at the time. The employee's signature on the assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
 - b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated. In cases where an employee has worked on several projects, input from those people responsible for the projects shall form a part of the employee's performance appraisal.
 - c) An employee has the right to make written comments to be attached to the performance review form.
- 29.02 a) Prior to an employee performance review the employee shall be given:
 - i) the evaluation form which will be used for the review;
 - ii) any written document which provides instructions to the person conducting the review;

- b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 29.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for the employee's examination in the presence of an authorised representative of the Employer.
- 29.04 When an employee does not agree with his/her evaluation, the employee can appeal the decision to the Vice-President, Corporate Services (or his/her designate) for a final decision. The evaluation and not the process of evaluation can proceed to arbitration under the provision of Article 33 of the collective agreement.

ARTICLE 30 HEALTH & SAFETY

30.01 Policy Statement

The parties recognize an employee's right to working conditions which show respect for their health, safety and physical well-being.

The Employer and the Alliance recognize that the maintenance and development of the employee's general well-being constitute a common objective.

As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

30.02 Employer's Obligations

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take reasonable measures, both preventive and corrective, to protect the health and safety of employees. The Employer's obligations are set out in the Canada Labour Code.

30.03 Employee's Responsibilities

Employees are responsible for taking the necessary measures to ensure their health, safety and physical wellbeing. They must also ensure they do not endanger the health, safety and physical well-being of other persons in or near the workplace

30.04 Administration of the Legislation

Any right or benefit not stipulated in this Article and conferred on the employees or the Alliance by any legislation or regulation applicable to the parties in connection with health, safety or environment of the workplace is an integral part of this Article.

30.05 The Alliance and the Employer recognize the right of employees to work in an environment free of violence and the Employer undertakes to ensure that violence will not be tolerated in the workplace.

“Workplace violence” means the attempted, threatened or actual conduct of a person that is intended to cause psychological or physical injury where it could reasonably be expected that an employee is at risk of psychological or physical injury.

30.06 The Employer agrees to develop a policy to deal with violence in the workplace in consultation with Joint Union-Employer Health and Safety Committee and the Union. Written copies shall be provided to each employee.

ARTICLE 31 JOINT CONSULTATION

31.01 The parties acknowledge the mutual benefits to be derived from meaningful and constructive consultation and will consult on matters of common interest.

31.02 a) There shall be a joint consultation committee comprising two representatives of the bargaining unit and two representatives of the Employer. The committee shall meet at mutually satisfactory times.

b) In order for consultation to be effective, the parties will ensure that their delegates are official representatives that may speak on behalf of the parties with regards to subjects dealt with in the joint consultation process.

c) The union would agree to meet in a forum with the other bargaining agent to address issues which may be better dealt with in an expanded forum.

31.03 Conditions of Employment or Working Conditions

Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

31.04 The committee will not discuss grievances.

31.05 Any items agreed to by the committee which would alter any provision of this collective agreement will be considered null and void.

ARTICLE 32 POLICIES AND PLANS

32.01 The following policies form part of this collective agreement and became effective on November 13, 1998. The Employer will not amend the above documents unilaterally if those amendments have an adverse effect on the terms and conditions of the employees of the bargaining unit

- Travel policy
- No Discrimination and No Harassment policy (to be revised according to the MOU signed on October 14, 2003)
- Pesticides policy
- Motor Vehicle Operation policy
- Clothing policy (as revised in September 2003)
- Bilingual Bonus policy (as revised in September 2003)
- Self-Funded Leave policy
- Workforce Adjustment policy
- Relocation policy
- Copyright policy

32.02 The Job Classification and Evaluation Plan forms part of this collective agreement and became effective on June 15, 1999 in accordance with the Letter of Understanding #1 and other relevant provisions of this collective agreement.

ARTICLE 33 GRIEVANCE AND ARBITRATION PROCEDURE

33.01 Glossary of terms

- a) "Grievance" is a complaint in writing submitted by an authorised Alliance representative, signed by an employee, and by the authorised Alliance representative on behalf of one or more employees, alleging a violation regarding the application, interpretation or administration of the collective agreement,

or

a complaint in writing submitted by the Alliance on its own behalf alleging a violation regarding the interpretation, application or administration of the collective agreement, otherwise referred to as an Alliance grievance.

- b) Authorised representative of the Alliance is a person designated by the bargaining Agent to participate in the processing of a grievance.
- c) "Days" means calendar days excluding Saturdays, Sundays and designated holidays.

33.02 Investigation of complaint

In investigating an employee complaint, the authorised Alliance representative shall obtain permission from the immediate supervisor to leave the workplace. When entering the employee's workplace, the authorised Alliance representative shall obtain the permission from the employee's immediate supervisor before proceeding with the investigation. Such permission shall not be unreasonably withheld.

The authorised Alliance representative shall be allowed a reasonable period of time to complete the investigation and when necessary the representative shall report to their supervisor before resuming normal duties.

33.03 Right to present a grievance

An employee who wishes to submit a grievance at any level of the grievance procedure shall transmit the grievance through the authorised Alliance representative. An aggrieved employee shall be represented by an authorised representative of the Alliance at any level of the grievance procedure.

33.04 All grievances shall be heard at a time mutually agreeable to all parties within the time limits specified in this Article.

33.05 Irregularities

The authorised Alliance representative shall present grievances in the manner prescribed in this Article but a grievance shall not be invalid or dismissed by reason of a technical irregularity or shall not be invalid due to the fact that it is not written or in accordance with grievance forms approved by the Alliance and the Employer, and provided by the Employer.

33.06 Grievances Sent By Mail

Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the Employer. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the Alliance may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

33.07 Presentation of grievances

A grievance, at any level, will be submitted by an authorised Alliance representative to a representative of the Human Resources division, at which time a Human Resources representative shall immediately sign and date the grievance and provide a copy of the grievance to the authorised Alliance representative.

33.08 **Processing Grievance (Levels)**

Except as otherwise provided in this Agreement, a grievance shall be processed as follows:

a) Level one:

Employer-Director or Manager of the function (as described in CMN's organizational chart in Appendix D)
Alliance- Authorized Alliance representative

b) Level two:

Employer- President, Vice-President or his or her representative
Alliance- Authorized Alliance representative

The Alliance representatives as referred to in this Article shall have the right to consult personally with designated representatives of the Employer at each level with respect to a grievance. The designated representative of the Employer at each level shall personally reply to the grievance in writing as provided for elsewhere in this Article.

33.09 **Complaint Stage**

An employee who has a complaint is encouraged to discuss it orally with their immediate supervisor or designate, either alone or, at the request of the employee, in the presence of an Alliance representative. In the event that the complaint is not settled in this manner, it may then become a grievance.

33.10 **Time limit at first level**

A grievance may be submitted to the first level of the grievance procedure not later than the twenty-fifth (25th) day after the date on which the aggrieved employee or the Alliance, as applicable, was notified orally or in writing or otherwise first became aware of the action or the circumstances giving rise to the grievance.

33.11 **Hearing and reply at first level**

Within ten (10) days following receipt of such presentation of a grievance, the Employer may hold a hearing at level one and will reply in writing to both the grievor and the Alliance representative.

33.12 **Alliance Grievance**

Any difference arising directly between the Alliance and the Employer concerning the interpretation, application, administration or alleged violation of the provisions of the collective agreement may be submitted by the Alliance in writing at Step 2 and be dealt with as a proper grievance under the grievance procedure and may be referred to arbitration.

33.13 Time limit at second level

- a) If the decision of the Employer at the first level is not satisfactory, the Alliance may submit the grievance at the second level of the grievance procedure not later than the (10th) day after the written decision of the Employer was received by the Alliance.
- b) A hearing may be held and the Employer will reply in writing fifteen (15) days after the grievance is presented.

33.14 Abandonment or failure to reply

Should the Alliance fail to submit a grievance at the second level of the grievance procedure within the time limits, the Employer will consider the reasons for the delay, if such a request is made within a reasonable period of time, otherwise the grievance shall be deemed abandoned. Similarly, if the Employer fails to reply to a grievance within the time stipulated in this Article, the grievance may be referred to the next level of the grievance procedure.

The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Employer and the Alliance.

33.15 Notification of decision

The Employer will forward to the appropriate authorised Alliance representative a copy of the Employer's decision at each level in the grievance procedure at the same time the Employer's decision is conveyed to the employee(s) on whose behalf the grievance was filed.

When the Employer's representative at any level denies a grievance, the reply at that level shall include the reasons for the denial of the grievance.

33.16 Grievance directly to the final level

By agreement of the Alliance and the Employer, a grievance may be submitted directly to the final level within the time limit stipulated in clause 33.10.

33.17 Discharge and suspension

If the Employer discharges or indefinitely suspends an employee, the resulting grievance shall be submitted directly to level (2).

33.18 Mediation

Upon mutual agreement, the parties may apply to the Minister of Labour for the appointment of a grievance mediator when a grievance has not been settled by the grievance procedure of the collective agreement.

33.19 **Arbitration**

When a grievance has been presented at the final level of the grievance procedure and has not been resolved to the satisfaction of the Alliance, the Alliance may refer such grievance to arbitration within (30) days of receipt of the final level answer failing which the grievance shall be considered to be abandoned. The Alliance shall notify the Employer in writing of each referral to arbitration.

33.20 Within ten (10) days after notice of arbitration has been served

- a) the matter will normally be reviewed by a sole arbitrator chosen by the parties. Where the parties are unable to reach agreement, the appointment shall be made by the Minister of Labour.
- b) the process of identifying a sole arbitrator will be initiated within ten (10) days.
- c) where either party refer the matter to an arbitration board, both parties will identify their nominee to be appointed to the board within fifteen (15) days. The appointees will select a chairman of the board failing which the Minister of Labour shall designate the chair.
- d) The arbitrator or arbitration board shall have all the powers vested in it by the Canada Labour Code, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator or arbitration board deems just and reasonable in the circumstances, including compensation for lost income and benefits and ordering the removal of any documents pertaining to the disciplinary action from the employee's file.
- e) The arbitrator or arbitration board does not have the authority to change, modify or alter any terms of the collective agreement.

33.21 The Alliance and the Employer shall each bear half (1/2) the cost of the single arbitrator or the single chairperson. Each party shall bear its own expenses with regards to the arbitration proceedings.

33.22 **Decision of the Arbitrator or Arbitration Board**

The Arbitrator or the Arbitration Board, as the case may be, must hand down a written decision within sixty (60) days of the date of the hearing.

33.23 **No threats or intimidation**

Neither the Employer nor anyone acting on behalf of the Employer shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their grievance or refrain from exercising their right to present a grievance as provided in this Collective Agreement.

33.24 Expedited Arbitration

The Parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The Arbitrator shall be chosen by mutual agreement between the Parties.

Procedure:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator;
- b) The Parties shall make every reasonable attempt to proceed by agreed statement of facts and minimize the use of witnesses;
- c) Whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
- d) When it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;
- e) The decision of the Arbitrator shall not constitute a precedent;
- f) Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement; and
- g) Such decisions from the expedited format shall be final and binding upon the Parties.

ARTICLE 34 PART-TIME EMPLOYEES

34.01 General

Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compare with the normal weekly hours of work specified in this Agreement.

- 34.02 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for a full-time employee.

34.03 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked 5 days or 37 ½ hours.

34.04 Leave will only be provided:

- i) during those periods in which employees are scheduled to perform their duties;
- or,
- ii) where it may displace other leave as prescribed by the Collective Agreement.

34.05. Designated Holidays

A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal two five (4.25) percent for all straight-time hours worked.

34.06 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 17.01 of the Collective Agreement, the employee shall be paid at time and one-half (x 1.5) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work and double time (x 2) thereafter.

34.07 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 17.01 of the Collective Agreement, shall be paid for the time actually worked in accordance with the clause 34.06, or a minimum of four (4) hours' pay at the straight-time rate, whichever is greater.

34.08 Overtime

Overtime means the authorized work performed in excess of the normal daily or weekly hours of work, of a full-time employee, but does not include time worked on a holiday.

34.09 Overtime and/or extra hours shall be compensated in cash except where, upon request of an employee, the compensation shall be in equivalent leave with pay unless the Employer, by reason of operational requirements is unable to grant such leave.

The Employer shall grant compensatory leave at times convenient to the employee and the Employer.

Compensatory leave earned in a fiscal year and outstanding on March 31st of the same fiscal year shall be paid at the employee's hourly rate effective March 31st. The payment of such compensatory leave will be made within one month following the receipt of their last monthly attendance report for that fiscal year.

The Employer shall endeavour to make cash payment for overtime or extra hours in the month following receipt of the overtime report submitted by the employee.

An employee may elect to carry over into the next fiscal year, unused compensatory leave to a maximum equal to the employee assigned work week as of March 31st of that same fiscal year.

34.10 **Call-Back**

When a part-time employee meets the requirements to receive call-back pay in accordance with 25.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

34.11 **Reporting Pay**

Subject to 34.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provisions, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours' pay at the straight-time rate of pay.

34.12 **Bereavement Leave**

Notwithstanding clause 34.02, there shall be no prorating of a "day" in clause 18.02 - Bereavement Leave With Pay.

34.13 **Vacation Leave**

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 service established in the vacation leave entitlement clause specified in the Collective Agreement, prorated and calculated as follows:

- a) when the entitlement is one and one-quarter (1 1/4) days a month, one-quarter of the hours in the employee's workweek per month;
- b) when the entitlement is one and two-thirds (1 2/3) days a month, one-third of the hours in the employee's workweek per month;
- c) when the entitlement is two and one-twelfth (2 1/12) days a month, five-twelfths of the hours in the employee's workweek per month;
- d) when the entitlement is two and a half (2 1/2) days a month, one-half of the hours in the employee's workweek per month.

34.14 **Sick Leave**

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

34.15 Vacation and Sick Leave Administration

- a) For the purposes of administration of clauses 34.13 and 34.14, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate 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.

34.16 Severance Pay

Notwithstanding the provisions of Article 21 (Severance Pay) of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full-time 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.

34.17 Provision of extra hours

- a) Part-time employees who wish to work available additional hours shall advise their department head in writing indicating those days and times they reasonably expect to be available for such additional hours.
- b) Part-time employees who have indicated their willingness and availability and are qualified will receive preferential consideration for additional hours, which become available.
- c) Hours available in any particular department shall first be offered to available part-time employees from the department. Any hours remaining to be filled shall then be offered to available part-time employees from other departments who meet mandatory requirements and have indicated a willingness to work in the department where the need exists. Should hours still remain unfilled, these hours remaining unfilled shall first be offered to occasional employees and then full-time employees within the department.
- d) In the offering of extra hours to part-time employees, every effort shall be made to distribute the available work as equitably as possible amongst the willing employees.

ARTICLE 35 VARIABLE / COMPRESSED HOURS OF WORK

35.01 The Employer and the Public Service Alliance of Canada agree that the following conditions shall apply to employees for whom variable (including compressed) hours of work schedules are approved pursuant to the relevant provisions of the Agreement. The Agreement is modified by these provisions to the extent specified herein.

It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

35.02 General Terms

- a) The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular hours specified by this Agreement; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
- b) For shift workers such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.
- c) For day workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.
- d) Whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.

35.03 Notwithstanding the above, in clause 18.01 Leave with pay for Spousal Union and 18.02 - Bereavement Leave With Pay, a "day" will have the same meaning as the provisions of the Collective Agreement.

Where the Agreement specifies a work week of thirty-seven and one-half (37½) hours, a day shall be converted to seven decimal five (7.5) hours.

35.04 Conversion of Days to Hours

The provisions of this Agreement are normally expressed in weeks or days. Where the Agreement refers to a "day", it shall be converted to hours in accordance with the Hours of work specified in this Agreement.

35.05 **Implementation/Termination**

Effective the date on which this article applies to an employee, the accrued leave credits shall be converted from days to hours.

A change to the normal weekly hours of work for an employee will require that the accrued hourly credits be reverted to days and recalculated at the changed conversion rate.

Effective the date on which this article ceases to apply to an employee, the accrued vacation, sick leave and lieu day credits shall be converted from hours to days.

35.06 **Leave - General**

- a) When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.
- b) All leave provisions which specify days in this Agreement shall be converted to hours as follows:

| | |
|-------------------------------------|--------------|
| - five-twelfths (5/12) day | 3.125 hours |
| - one-half (1/2) day | 3.750 hours |
| - five-sixths (5/6) days | 6.250 hours |
| - one (1) day | 7.500 hours |
| - one and one-quarter (1 1/4) days | 9.375 hours |
| - one and two-thirds (1 2/3) days | 12.500 hours |
| - two and one-twelfth (2 1/12) days | 15.625 hours |
| - two and one-half (2 1/2) days | 18.750 hours |

35.07 **Specific Application**

For greater certainty, the following provisions shall be administered as provided herein:

- a) Interpretation and Definitions
"Daily rate of pay" - shall not apply.
- b) Overtime
Overtime shall be compensated for all work performed:
 - i) in excess of an employee's scheduled hours of work on a scheduled working day;

- ii) on days of rest at time and one-half (1 1/2) except that if the overtime is worked by the employee in two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double (2) time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

c) **Travel**

Overtime compensation referred to in clause 24.04 of this Agreement shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

d) **Designated Paid Holidays**

- i) A designated paid holiday shall account for the normal daily hours specified by this Agreement.
 - ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours pay specified by this Agreement, time and one-half (1 1/2) up to their regular scheduled hours worked and double (2) time for all hours worked in excess of their regular scheduled hours.
- e) On request and subject to operational requirements, an employee on a compressed work week shall be entitled to exchange their designated day off for another day. Such request shall not be unreasonably denied.

f) Vacation Leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

Employees scheduled to work any portion of a fiscal year under the variable hours of work provisions of the Agreement shall not have fractional vacation entitlement of less or more than one-half (1/2) day increased to the nearest half day.

g) Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 19 of the Agreement. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

h) Shift Premium

Shift work employees on variable hour shift schedules pursuant to clause 39.05 will receive a shift premium in accordance with Article Shift Premiums, clause 26.01.

- i) Acting Pay
The qualifying period for acting pay as specified in Article Pay Administration, clause 23.09 shall be converted to hours.
- j) Exchange of Shifts
On exchange of shifts between employees, if provided in the Agreement, the Employer shall pay as if no exchange had occurred.
- k) Minimum Number of Hours Between Shifts
The provision relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to variable hours of work.

ARTICLE 36 INSURANCE AND PENSION BENEFITS

36.01 All medical and other health insurance benefits currently available to the employees shall continue in full force and effect, unless altered by legislation over which the Employer has no control.

36.02 a) The terms and conditions of the Public Service Disability Plan, the Public Service Health Care Plan, the Public Service Dental Care Plan (PSAC), applicable provincial medicare plans and any other optional or supplementary plans, eg. Supplementary Death Benefit apply to all employees subject to this Agreement and are deemed to be part of this Agreement.

The eligibility to the above benefits will be determined by the Administrator of said plans and subject to appeal at the appropriate National Joint Council or Treasury Board committees if such an appeal process exists.

b) **Public Service Management Life Insurance Plan – For Management and Excluded employees**

If an excluded employee reverts to a unionized position, the employee can maintain the plan for life.

36.03 The Employer agrees to maintain the current cost-sharing arrangements for the benefits identified in clause 36.02.

36.04 The Employer will ensure that adequate administrative procedures are in place to permit employees on authorised leave without pay the opportunity of continuing to enjoy full benefit coverage under the existing cost-sharing arrangements during such a leave of absence.

36.05 Employees will be covered by the *Public Service Superannuation Act* (Parts I, II and III), the Supplementary Retirement Benefits Act and the Statute Law (Supplementary Retirement Benefits) Amendment Act of 1973, the terms of

which are not subject to collective bargaining. Any changes to these Acts shall apply to all employees, where provided by the Acts.

- 36.06 During the life of this Agreement, and following meaningful and constructive consultation with the Alliance, the Employer may substitute the insurance carrier of the various insurance plans. There shall be no loss of benefits or increase in cost to employees as a result of such a substitution.

ARTICLE 37 AGREEMENT REOPENER

- 37.01 This agreement may be amended by mutual consent. If either party wishes to amend this Agreement, it shall give to the other party notice of any proposed amendment and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice.

ARTICLE 38 DURATION

- 38.01 This collective agreement, unless otherwise expressly stipulated, shall become effective on June 16, 2003, and shall expire on June 15, 2006.
- 38.02 Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on the date of ratification.

ARTICLE 39 HOURS OF WORK

39.01 General

- a) For the purpose 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. The day is a twenty-four (24) hour period commencing at 00:01 hours.
- b) Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.
- c) The Employer will endeavour to meet the preferences respecting work schedules, taking into account employee's status of either full-time or part-time. When more than one (1) employee has indicated the same preference continuous employment will be the basis of decision.

- d) The Employer may require employees to register their attendance in a form or on forms to be determined by the Employer.

39.02 Regular Work

- a) The normal scheduled work week will be thirty-seven and one-half (37 1/2) hours and the normal scheduled work day will be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m.
- b) For office employees and employees who are not involved with service to the public, the normal work week is from Monday to Friday and the normal work day is seven and one-half (7 1/2) hours between 7:00 a.m. and 6:00 p.m.
- c) For employees who are involved with service to the public, their scheduled work week will be thirty-seven and one-half (37 1/2) hours and the scheduled work day will be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, with two (2) consecutive days off which may not necessarily be Saturday and Sunday.
- d) Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.
- e) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to request flexible hours and such request shall not be unreasonably denied.

39.03 Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete the weekly hours of work in a period other than five (5) full days provided that over a period of seven (7), fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of their weekly hours of work as defined in clause 39.02(a) above. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every seven (7), fourteen (14), twenty-one (21) or twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

39.04 **Rotating or Irregular Shift Work**

Consultation shall be held at the local level with a view to establishing shift schedules. Such consultation will include all aspects of arrangements of shift schedules.

It is understood that the application of this Article must not be incompatible with the intent and spirit of provisions otherwise governing hours of work. The application of this clause must respect the average hours of work over the duration of the master schedule, and must be consistent with the operational requirements as determined by the Employer.

Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for constructive consultation purposes.

- a) When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than twenty-eight (28) calendar days:
 - i) work an average of thirty-seven and one-half (37 1/2) hours per week and an average of five (5) days per week;
 - ii) an average of seven and one-half (7 1/2) hours per day exclusive of a half (1/2) hour meal period scheduled as close to the mid-point of the shift as possible.
 - iii) obtain an average of two (2) days of rest per week;
 - iv) obtain at least two (2) consecutive calendar days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked.

The shift schedule shall be posted fifteen (15) days in advance.

- b) The Employer shall set up a shift schedule for part-time employees which covers the normal requirements of the operations for a minimum period of twenty-eight (28) calendar days and post it fifteen (15) days in advance.
- c) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
 - i) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
 - or
 - ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked their last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

- d) It is recognised that the meal period may be staggered for employees. However, the Employer will make every effort to arrange meal periods at times convenient to the employees.
- e) The Employer will make every reasonable effort:
 - i) not to schedule the commencement of a work day within twelve (12) hours of the completion of the employee's previous work day,
and,
 - ii) to avoid excessive fluctuation in hours of work.
- f) An employee who is scheduled to work in excess of ten (10) hours per shift and/or more than seven (7) consecutive days shall be paid at time and one-half (1 ½) for those hours in excess.
- g) The staffing, preparation, posting and administration of shift schedules are the responsibility of the Employer.
- h) Provided sufficient advance notice is given, the Employer may:
 - i) authorise employees to exchange shifts if there is no increase in cost to the Employer,
and,
 - ii) notwithstanding the provisions of sub-clause 39.04 a) iv), authorise employees to exchange shifts for days of rest if there is no increase in cost to the Employer.
- i) An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule. An employee whose scheduled hours are changed without seven (7) days' prior notice shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated at the overtime rate.

An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in clause 39.02, and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one-half (1½). Subsequent days or shifts worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this Agreement.

39.05 Rest Periods & Meal Periods

- a) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day, except in exceptional circumstances where operational requirements do not permit. In such cases the Employer and the employee shall determine a mutually agreeable alternative.
- b) The meal period shall be normally of a duration of one-half hour. Alternate durations are possible, upon mutual consent of the Employer and the employee.
- c) It is recognised that certain continuous operations require employees to remain on the job for the full seven and one-half (7 ½) hour work day. In these cases such employees will be paid at the applicable overtime rate for the half (1/2) hour meal period

ARTICLE 40 OVERTIME

40.01 **Assignment of Overtime Work**

- a) Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.
- b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least twelve (12) hours' notice of any requirement for overtime work.
- d) An employee has the right to decline an overtime assignment provided alternatives for suitable replacement can be found.

40.02 **Overtime Compensation**

An employee who is required to work overtime on a scheduled work day is entitled to compensation at time and one-half (1 1/2) for the first four (4) hours and double time thereafter.

- 40.03 a) An employee who is required to work on a day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double (2) time thereafter. However, should an employee be directed to work on his second (2nd) day of rest, he/she shall be compensated on the basis of double time for each hour worked on the second day of rest.
- b) When an employee is required to work on two (2) or more consecutive and contiguous days of rest, he/she shall be compensated on the basis of double time for each hour worked on the second and each subsequent day of rest.
- c) When an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:
- i) compensation at the applicable overtime rate;
or,
 - ii) compensation equivalent to three (3) hours' pay at the applicable overtime rate, except that the minimum of three (3) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.
- d) The minimum payment referred to in clause 40.03 c) ii) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 34 of this agreement.

40.04 An employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked:

- a) when the overtime work is authorised in advance by the Employer or is in accordance with standard operating instructions;
and
- b) when the employee does not control the duration of the overtime work.

40.05 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

40.06 **Compensatory Leave**

Overtime shall be compensated in cash except where, upon request of an employee, the compensation shall be in equivalent leave with pay unless the Employer, by reason of operational requirements is unable to grant such leave.

The Employer shall grant compensatory leave at times convenient to the employee and the Employer.

The Employer shall endeavour to make cash payment for overtime hours in the month following receipt of the overtime report submitted by the employee.

Compensatory leave earned in a fiscal year and outstanding on March 31st of the same fiscal year shall be paid at the employee's hourly rate effective at March 31st.

The payment of such compensatory leave will be made within the one (1) month following the receipt of their last monthly attendance report for that fiscal year.

An employee may elect to carry over into the next fiscal year up to a maximum of thirty-seven and one-half (37½) hours of unused compensatory leave.

- 40.07 a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed expenses for one meal in the amount of nine dollars (\$9.00) except where free meals are provided.
- 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 nine dollars (\$9.00), except where free meals are provided.
- c) Reasonable time with pay, to be determined by the Employer shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- 40.08 Payments provided under any provision of this Agreement shall not be pyramided; that is, an employee shall not receive more than one compensation for the same time worked.
- 40.09 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars, or for overtime worked during field and sea research or field study at other institutions.
- 40.10 If an employee is given instructions during the employee's work day, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours pay at straight-time, whichever is the greater.

40.11 Reimbursement for Transportation Costs

When an employee is required to report for work and reports under the conditions described in clauses 40.03 and 40.10, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- a) mileage allowance at the rate normally paid to an employee when authorised by the Employer to use their automobile when the employee travels by means of their own automobile,
- or
- b) out-of-pocket expenses for other means of commercial transportation.

40.12 **Commuting Time Not Time Worked**

Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

ARTICLE 41 VACATION LEAVE WITH PAY

41.01 The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

41.02 **Accumulation of Vacation Leave**

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

- a) (9.375) hours per month until the month in which the anniversary of the employee's fifth (5th) year of continuous employment occurs;
- b) (12.5) hours per month commencing with the month in which the employee's fifth (5th) anniversary of continuous employment occurs;
- c) (15.625) hours per month commencing with the month in which the employee's eighteenth (18th) anniversary of continuous employment occurs;
- d) (18.75) hours per month commencing with the month in which the employee's twenty-eight (28th) anniversary of continuous employment occurs.

41.03 **Entitlement to Vacation Leave with Pay**

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.

41.04 **Fractional Entitlements**

If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less than 3.75 hours, the entitlement shall be increased to the nearest 3.75 hours.

If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of more than 3.75 hours, the entitlement shall be increased to 7.5 hours.

41.05 Scheduling of Vacation Leave With Pay

- a) Subject to clause 41.09, employees are expected to take all of their vacation leave during the year in which it is earned.
- b) Subject to operational requirements, the Employer shall make every reasonable effort to schedule vacations as requested by an employee.
- c) The Employer may, within different operational units, establish specific dates by which an employee must indicate in writing the choice of vacation period.
- d) The Employer undertakes to inform the employee in writing no later than 10 working days after the dates as per clause c) above whether the period of vacation leave requested has been approved or not.
- e) Where the period requested by the employee has not been approved, the Employer and the employee will attempt to determine another vacation period convenient to the Employer and the employee.
- f) In the event that two (2) or more employees request vacation leaves for the same period and due to operational requirements, the Employer cannot accommodate all the requests, the employees involved shall be given the opportunity to resolve the conflict. Failing satisfactory resolution between the affected employees, years of service shall prevail.
- g) Notwithstanding clauses 41.07 and 41.08, where all else fails, the Employer may schedule a vacation period at a time satisfactory to it.
- h) The amount of leave with pay, earned but unused, credited to an employee by the Museum at the time when this agreement is signed, or at the time when the employee becomes subject to this agreement, shall be retained by the employee. However, employees with earned but unused credits in excess of the thirty-five (35) days carry over must reduce those credits within a period of four (4) years after the date of signing of the collective agreement.

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

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

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

41.07 Where in any vacation year an employee has not been granted all of the vacation leave with pay credited to him or her, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry over beyond thirty-five (35) days shall be by mutual consent.

41.08 During any vacation year, upon application by the employee and with the approval of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay on March 31 of the previous vacation year.

41.09 Recall from Vacation Leave - Cancellation of Vacation Leave

The Employer shall give an employee as much notice as is practicable and reasonable of approval, rejection or cancellation of a request for vacation leave with pay. A written reason will be provided upon request in cases of rejection or cancellation of such leave.

Except in emergency situations the Employer will make every reasonable effort:

- i) not to recall an employee to duty after the employee has proceeded on vacation leave with pay;
- ii) not to cancel or alter a period of vacation leave which has been previously approved in writing.

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 to the Employer.

- a) Where, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs;
 - i) in proceeding to the employee's place of duty,
and
 - ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- b) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 41.09 a) to be reimbursed for reasonable expenses incurred by the employee.

41.10 Leave When Employment Terminates

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 as calculated from the classification level of the substantive position held by the employee on the date of the termination of the employee's employment.

41.11 Abandonment

Notwithstanding clause 41.10 an employee whose employment is terminated by reason of a declaration of abandonment of position is entitled to receive the payment referred to in clause 41.10 if the employee requests it within six (6) months following the date of termination of employment.

**ARTICLE 42
REGISTRATION FEES**

42.02 The Employer shall reimburse an employee for the payment of membership or registration fees to an organisation or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of their position.

**ARTICLE 43
DIVING ALLOWANCE**

43.01 Employees whose job duties require them to dive shall be paid an extra allowance of twelve dollars and fifty cents (\$12.50) per hour. The minimum allowance shall be two (2) hours per dive.

43.02 Dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of a self-contained air supply (SCUBA).

An extra risk/stress compensation factor for water depth and/or water temperature is applied to the above dive allowance calculation based on the following table. The highest factor experienced during a given diving period will be applied to that specific diving period or to the minimum allowance if the total dive time is less than 2 hours.

| Extra Risk/Stress condition | Risk/Stress Factor |
|---|---------------------------|
| Water Depths from 0 to 10 metres (1-2 atm.) or Water Temperatures above 5C° | 1 |
| Water Depths from 10.1 to 20 metres (2-3 atm.) | 2 |

| | |
|---|---|
| or Water Temperatures from 2.1 to 5C° | |
| Water Depths from 20.1 to 30 metres (3-4 atm.) or Water Temperatures From -2 to 2C° | 3 |
| Water Depths greater than 30 metres (>4 atm.) | 4 |

- A risk/stress factor of 1 represents normal or near-normal (i.e. reasonably comfortable) diving conditions and will not affect the basic allowance rate.
- A risk/stress factor of 2 represents difficult diving conditions and will multiply the basic rate for a given dive period by two (2).
- A risk/stress factor of 3 represents critical diving conditions and will multiply the basic rate for a given dive period by three (3).
- A risk/stress factor of 4 represents extreme diving conditions and will multiply the basic rate for a given dive period by four (4).

ARTICLE 44 IMMUNIZATION

44.01 The Employer shall provide the employee with immunization against diseases where there is a risk of incurring such diseases in the performance of their duties.

ARTICLE 45 TECHNOLOGICAL CHANGE

45.01 If as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Workforce Adjustment Article 48 and the Workforce Adjustment Policy will apply. In all other cases the following clauses will apply.

45.02 **Definition**

In this Agreement “technological change” means:

a) the introduction by the Employer of equipment or material of a different nature or kind than that previously utilised;

and

b) a change in the manner in which the Employer carries on the work, that is directly related to the introduction of that equipment or material.

45.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimising adverse effects on employees which might result from such changes.

45.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

45.05 Information to be contained in Notification

The written notice provided for in clause 45.04 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.

45.06 As soon as reasonably practicable after notice is given under clause 45.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 45.04 on each group of employees.

45.07 Such consultation will include but not necessarily be limited to the following:

- a) The approximate number, class 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.

45.08 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, 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.

45.09 Canada Labour Code

In accordance with Part 1 of the Canada Labour Code, section 51(2) (c)(ii), the parties agree that Sections 52, 54 and 55, do not apply during the term of this Collective Agreement, to the Employer and the Alliance.

ARTICLE 46 FIELD AND SEA RESEARCH ALLOWANCE

- 46.01 Field research means duties that are performed in harsh environments or where living accommodations are mainly tents, trailers, etc.
- a) Field and Sea allowance: An employee on field or sea research shall be paid an allowance of \$20.00 per day;
 - b) The allowance referred to in a) above will be paid only after 3 consecutive days of performing such work;
 - c) An employee on field or sea research work shall be compensated for authorized overtime performed on an hour-for-hour basis for all hours worked on a paid holiday or a day of rest. No remuneration shall be paid for overtime performed during the normal workweek nor shall the employee be required to work such overtime.
- 46.02 When an employee is required to transfer to a ship, submarine or barge (not berthed) from a helicopter, ship's boat, yardcraft or an auxiliary vessel, the employee shall be paid a transfer allowance of \$25.00 except for transferring between vessels and/or work platforms which are in a secured state to each other. If the employee leaves the ship, submarine or barge by a similar transfer, the employee shall be paid an additional \$25.00.

ARTICLE 47 STAFFING

47.01 Definitions

- a) "Priority list" is a list of permanent employees who have been declared surplus or have been laid off. The employee's name will remain on the list for one (1) year following their date of layoff, or until the employee is appointed to another permanent position or has resigned.
 - b) "Salary protection list" is a list of employees who have Salary Protection Status pursuant to Pay Administration clause 23.07 b).
 - c) "Eligibility List" is a list established following a competition to fill an immediate need or anticipated needs for identical positions to those for which it was established. This list shall be valid for a period not exceeding six (6) months from the date it was established.
- 47.02 A copy of the lists referred to above and as amended shall be provided to the Alliance.

47.03 **General**

- a) The Employer agrees that appointment to any position for which the Alliance is the bargaining agent shall be made in accordance with the merit principle as applied to employees, as determined in paragraph (b) hereunder, unless otherwise specified in this Article.
- b) The selection criteria established by the Employer for each position being filled shall be reasonable in relation to the duties of the position. These criteria shall be consistent with the Job Classification & Evaluation Plan. The merit of employees applying for a position will be assessed as to education, knowledge, language, experience, skills, demonstrated abilities, or any other matters that are necessary having regard to the duties to be performed.
- c) When a position becomes vacant in the bargaining unit and the Employer determines that the position should be filled, or when a new position is created, the Employer agrees to post the vacancy for a minimum of ten (10) calendar days. Such notices are to be posted both electronically and physically on designated bulletin boards at both work locations. A copy of the notice shall be sent to the Alliance. Employees on extended leave will be notified of such competitions.

47.04 **Method of filling vacancies**

The following steps will be taken in the order indicated when staffing a position:

- a) The priority list – Such employees will be given priority of appointment based on continuous employment to a vacant position at the same or lower level of classification for which they are qualified or may within a reasonable period of training become qualified.
- b) The salary protection list - Employees will be given priority of appointment based on continuous employment, to a position at the same or lower classification level for which they are qualified or may within a reasonable period of training become qualified.
- c) The Eligibility List – Such employees will be given priority of appointment based on the order contained therein
- d) Following the completion of the process above, and if qualified candidates are not identified from a), b) or c) above, appointment will be made from a competition in accordance with the merit principle, open to all employees of the Employer. In cases where it is found that two (2) or more candidates are considered relatively equal, continuous employment will prevail.
- e) Following the completion of the process outlined in d) above, appointment may be made from a competition in accordance with the merit principle open to persons outside the Museum. Vacant positions will not be advertised outside the Museum before the above noted steps have been completed.

- f) When an appointment needs to be extended beyond the initial duration of a competition, the Alliance should be consulted.
- g) An appointment for a period of less than three (3) months duration can be excluded from the requirements of this article, and may be further extended beyond the three (3) months with agreement from the Alliance.
- h) In consultation with the Alliance, the Employer may, on occasion, advertise inside and outside the Museum simultaneously. This method may be used when a unique position requires a combination of education and specialized experience not generally found within the CMN. The internal candidate prevails

47.05 Selection Process

- a) When filling a position, the Employer will develop a statement of qualifications based on the duties of the position. The merit of candidates shall be determined through a structured evaluation of the following factors which will accurately reflect the duties to be performed:
 - i) Mandatory Requirements
 - educational and/or certification requirements;
 - language;
 - experience.
 - ii) Rated Requirements
 - knowledge
 - skills
 - abilities
 - other related requirements
- b) The above factors shall be assigned a pre-determined value and the assessment of these factors shall be done through a review of pertinent documentation as specified herein on the employee's file and, as required, an interview, and as required a written examination. All assessments of the employee's performance during the selection process shall be documented in writing and be retained.
- c) The employee shall be entitled to a post board interview, and is also entitled to Alliance representation. All information pertaining to the employee's relative performance during the competition process will be made available at this time.
- d) When an eligibility list has been established, the Employer shall not remove or bypass the name of a candidate on the list.

47.06 In cases where it is found that two (2) or more candidates are assessed as relatively equal in meeting the rated requirements for the position, continuous employment will prevail.

47.07 **Reclassification**

Where a position is reclassified and:

- a) there is only one employee in such a position:
 - i) the incumbent will be reclassified if qualified to perform the duties of the reclassified position and if the person has occupied the position for at least twelve (12) months prior to the reclassification,
 - ii) if the incumbent is not considered qualified to perform the full range of duties of the reclassified position and there were significant changes made to the duties, the employee shall be granted a period of at least twelve (12) months of familiarization and training time to qualify,
 - iii) if the incumbent is still considered not qualified to perform the duties of the reclassified position after the training, he or she will be appointed to a position at their previous level if such a position is available. Every attempt will be made to find a position within the area where the employee is presently employed. If a position is not available in that area but one can be found elsewhere within the organisation, the employee will be transferred. If such an employee accepts a position at a lower level the salary protection status will apply;

or

- b) When there are several employees performing similar duties, the reclassified position(s) shall be open for competition, but the area of competition will be restricted to the employees affected, to endeavour to ensure that no surplus employees result.

47.08 **Probationary Period**

- a) A probationary period shall apply on initial appointment with the Employer. The probationary period shall be six (6) months.
- b) An appraisal report on an employee shall be completed at three (3) months and at the end of the probation. The employee must sign that they have seen the report and a copy of the report will be provided to the employee.
- c) The probationary period referred to above shall not apply to an employee who is subsequently appointed to another position for which the Alliance is the bargaining agent. Such employees will be subject to a trial period as indicated in clause 47.09 below.

47.09 **Trial Period**

- a) All promotions and voluntary transfers are subject to a ninety (90) calendar day trial period.
- b) Conditional upon satisfactory performance, an employee shall be appointed to the position after the trial period.
- c) During the trial period, if the employee proves to be unsatisfactory in the new position or if the employee wishes to revert to their former position, the employee shall be returned to either their former position, or an equivalent position and rate of pay without loss of continuous employment. Any other employee who has been promoted or transferred because of the rearrangement of the positions may also be returned to their former position and rate of pay without loss of continuous employment.

47.10 Grievances submitted on the provisions of this Article shall be processed at level two. The decision of the Employer at this level can be referred to the expedited arbitration procedure that follows:

47.11 **Expedited Arbitration**

The parties agree that, any staffing grievance may be referred to the following expedited arbitration procedure. The arbitrator shall be chosen from a predetermined list agreed by the parties. Failing the availability of those listed below any other mutually agreed upon arbitrator may be selected.

- a) Grievance referred to expedited arbitration must be scheduled to be heard within thirty (30) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the arbitrator;
- b) The parties agree not to use lawyers to argue a case at arbitration;
- c) The parties shall make every reasonable effort to proceed by admission and agree to minimize the use of witnesses.
- d) The Arbitrator shall whenever possible deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and may if the parties request confirm these conclusions in writing ten (10) days of the date of the hearing;
- e) When it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;
- f) The decision of the Arbitrator shall not constitute a precedent and shall not be referred to in subsequent arbitrations or proceedings;

- g) Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement;
- h) Such decisions from the expedited format shall be final and binding upon the parties with respect to that grievance.

Arbitrators list

- Joe Roach
- Ted Weatherall
- Ross C. Dumoulin

47.12 Joint Equal Opportunities Committee

The Employer shall consult with its employees' representatives (bargaining agent) concerning the assistance that they can provide in the implementation of employment equity and the preparation, implementation and revision of the employment equity plan.

47.13 Official Languages

Position language requirements and the selection of candidates to meet those requirements shall be in accordance with the Bilingual Bonus Policy

**ARTICLE 48
WORK FORCE ADJUSTMENT**

48.01 The Employer shall provide written notice of layoff to each permanent employee so affected as far in advance of the layoff as is practicable, but in no case less than the following:

| <u>Years of continuous employment</u> | <u>Notice period</u> |
|---------------------------------------|----------------------|
| Less than two (2) years | Two (2) months |
| Two (2) to five (5) years | Four (4) months |
| Over five (5) years | Six (6) months |

48.02 Where the employee's service may no longer be required by the Employer, the notice period may be paid out in a lump-sum equivalent to the salary earned during the required notice period. Such pay-out shall be deemed to satisfy the requirements of clause 48.01.

48.03 Layoffs will be determined solely by the Employer. Cases of contemplated layoff will be discussed with the Local to explore ways of assisting affected employees in obtaining suitable employment within or outside the Employer.

48.04 The provisions of this Article shall not apply to employees where a temporary cessation of their employment is affected due to a shutdown of Employer operations which may come as a result of an emergency or of other operational requirements.

ARTICLE 49 PUBLICATIONS, AUTHORSHIP AND PATENTS

49.01 a) CMN owns the copyright and patents of all materials created by employees as part of the job for which they were hired.

b) Notwithstanding the above, an employee retains all moral rights to such materials, except if the employee has explicitly waived such rights. The Employer shall inform the employee(s) who created such material, in advance of their publication, exhibition of other use, in order that they may exercise their rights under this article. Such employees (including former employees) shall be appropriately credited.

c) An employee owns the copyright and patents of all materials which they create on their own time.

49.02 The Employer shall continue the current practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

49.03 The Employer has first right of refusal for material related to clause 49.01 a), submitted for publication by employees. Should the Employer not wish to exercise its rights to publish, it shall not unreasonably withhold permission to the employee to publish. When approval for publication is withheld, the employee shall be informed in writing of the reasons.

49.04 a) The Employer may suggest revision to the material and may withhold approval to publish an employee's work without such revisions. Such approval shall not be unreasonably withheld.

b) When approval to publish is withheld, the author shall be so informed in writing be of the reason.

c) Where the Employer wishes to make changes to material submitted for publication with which the employee does not agree, the employee may request that they not be credited.

49.05 Other conditions related to this issue not covered by this article are outlined, as agreed to by the parties in the Copyright Policy (November 13, 1998).

49.06 When a disagreement arises on the suggested revisions to material, either the employee or Employer may submit the case for review by an independent third party knowledgeable on the subject matter and mutually acceptable to both

parties. After hearing both parties, the independent third party shall make a recommendation to the Museum for implementation.

ARTICLE 50 WORK CLOTHING

- 50.01 When the Employer requires an employee to wear a particular piece of clothing, including all protective clothing, the Employer shall be responsible for the provision, cleaning and repair of such clothing.
The Joint Occupational Safety and Health Committee shall assist in the determination of protective equipment and protective clothing requirements.
- 50.02 Where an employee is not permitted to wear their uniform off-duty then the Employer will provide secure storage and changing facilities at the workplace.

APPENDIX A RATES OF PAY

RATES OF PAY

Annual Rates of Pay (in dollars)

| | |
|---|--|
| A | Current Rate effective June 15, 2003 |
| B | Economic Increase effective June 16, 2003 (2.5%) |
| C | Economic Increase effective June 16, 2004 (2.0%) |
| D | Economic Increase effective June 16, 2005 (2.0%) |

ME-01

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|--------|--------|--------|--------|--------|--------|
| A | 31 334 | 32 583 | 33 830 | 35 078 | 36 325 | 37 616 |
| B | 32 117 | 33 398 | 34 676 | 35 955 | 37 233 | 38 556 |
| C | 32 759 | 34 066 | 35 370 | 36 674 | 37 978 | 39 327 |
| D | 33 414 | 34 747 | 36 077 | 37 407 | 38 738 | 40 114 |

ME-02

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|--------|--------|--------|--------|--------|--------|
| A | 34 385 | 35 771 | 37 156 | 38 543 | 39 930 | 41 367 |
| B | 35 245 | 36 665 | 38 085 | 39 507 | 40 928 | 42 401 |
| C | 35 950 | 37 398 | 38 847 | 40 297 | 41 747 | 43 249 |
| D | 36 669 | 38 146 | 39 624 | 41 103 | 42 582 | 44 114 |

ME-03

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|--------|--------|--------|--------|--------|--------|
| A | 37 989 | 39 515 | 41 040 | 42 565 | 44 089 | 45 668 |
| B | 38 939 | 40 503 | 42 066 | 43 629 | 45 191 | 46 810 |
| C | 39 718 | 41 313 | 42 907 | 44 502 | 46 095 | 47 746 |
| D | 40 512 | 42 139 | 43 765 | 45 392 | 47 017 | 48 701 |

ME-04

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|--------|--------|--------|--------|--------|--------|
| A | 42 148 | 43 951 | 45 753 | 47 556 | 49 358 | 51 228 |
| B | 43 202 | 45 050 | 46 897 | 48 745 | 50 592 | 52 509 |
| C | 44 066 | 45 951 | 47 835 | 49 720 | 51 604 | 53 559 |
| D | 44 947 | 46 870 | 48 792 | 50 714 | 52 636 | 54 630 |

**APPENDIX A
RATES OF PAY**

ME-05

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|--------|--------|--------|--------|--------|--------|
| A | 47,140 | 49,219 | 51,299 | 53,379 | 55,459 | 57,620 |
| B | 48,319 | 50,449 | 52,581 | 54,713 | 56,845 | 59,061 |
| C | 49,285 | 51,458 | 53,633 | 55,807 | 57,982 | 60,242 |
| D | 50,271 | 52,487 | 54,706 | 56,923 | 59,142 | 61,447 |

ME-06

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|--------|--------|--------|--------|--------|--------|
| A | 53,241 | 55,625 | 58,009 | 60,394 | 62,778 | 65,256 |
| B | 54,572 | 57,016 | 59,459 | 61,904 | 64,347 | 66,887 |
| C | 55,663 | 58,156 | 60,648 | 63,142 | 65,634 | 68,225 |
| D | 56,776 | 59,319 | 61,861 | 64,405 | 66,947 | 69,590 |

ME-07

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|--------|--------|--------|--------|--------|--------|
| A | 60,173 | 62,876 | 65,581 | 68,282 | 70,986 | 73,797 |
| B | 61,677 | 64,448 | 67,221 | 69,989 | 72,761 | 75,642 |
| C | 62,911 | 65,737 | 68,565 | 71,389 | 74,216 | 77,155 |
| D | 64,169 | 67,052 | 69,936 | 72,817 | 75,700 | 78,698 |

ME-08

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|--------|--------|--------|--------|--------|--------|
| A | 66,828 | 69,808 | 72,789 | 75,770 | 78,751 | 81,499 |
| B | 68,499 | 71,553 | 74,609 | 77,664 | 80,720 | 83,536 |
| C | 69,869 | 72,984 | 76,101 | 79,217 | 82,334 | 85,207 |
| D | 71,266 | 74,444 | 77,623 | 80,801 | 83,981 | 86,911 |

APPENDIX B
CMN CLASSIFICATION SYSTEM
POINTS BANDS

The parties agreed that the new CMN classification system will apply as following

Positions having a result of points between: will be paid at level:

| | | |
|-----|-----|----------|
| 0 | 154 | 1 |
| 155 | 204 | 2 |
| 205 | 254 | 3 |
| 255 | 314 | 4 |
| 315 | 374 | 5 |
| 375 | 474 | 6 |
| 475 | 574 | 7 |
| 575 | 699 | 8 |

APPENDIX C
CMN Organizational Structure as of October 2003
(as reference for the Grievance and Arbitration procedure Article 33.00)

Letter of Understanding # 1

Between
The Canadian Museum of Nature

And
The Public Service Alliance of Canada

CMN Job Classification and Evaluation Plan

The parties agree that the Job Classification and Evaluation Plan designed jointly by the Museum and PSAC is the only plan that will be used to classify jobs at the Museum, for PSAC members;

The Classification Committee is satisfied that the Plan is consistent with sound classification principles and meets the requirements of Section 11 of the Canadian Human Rights Act and Equal Wages Guidelines, 1986 and that the Plan is gender neutral and universal in application for the population to which the Plan applies;

No changes can be made to any aspect of the plan unless they are negotiated by the parties. These include, but are not limited to: the factors and definitions, factor degree definitions, factor weights, point distribution within factors, job description format, selection and evaluation of benchmark positions, and the point cut-off boundaries and number of levels in the plan.

Both Parties retain their rights under article 27 of this Collective Agreement.

Any new employee shall receive an orientation on the Job classification and Evaluation Plan including detailed information about his/her position.

This letter of Understanding shall be deemed to be part of this collective agreement.

Signed in Ottawa on _____

For the Canadian Museum of Nature

For the Public Service Alliance of Canada

Letter of Understanding # 2

Between

The Canadian Museum of Nature

And

The Public Service Alliance of Canada

TELEWORK

The parties agree to establish a pilot project on telework and to study its results and costs in consultation with the Public Service Alliance of Canada.

Based on the results of this study, the parties will discuss the feasibility of a mutually acceptable Telework Agreement.

This letter of understanding shall be deemed to be part of this collective agreement.

Signed in Ottawa on _____

For the Canadian Museum of Nature

For the Public Service Alliance of Canada

Letter of Understanding # 3

Between

The Canadian Museum of Nature

And

The Public Service Alliance of Canada

First Aid Responsibility

This will confirm the commitment made during negotiations to the effect that CMN employees will no longer be responsible for providing First Aid to the general public effective with the signing date of the collective agreement.

This letter of understanding shall be deemed to be part of this collective agreement.

Signed in Ottawa on _____

For the Canadian Museum of Nature

For the Public Service Alliance of Canada

Letter of Understanding # 4

Between

The Canadian Museum of Nature

And

The Public Service Alliance of Canada

Pay Equity Adjustment

With respect to the Pay Equity Adjustment for CR, SCY, DA and LS classifications for the period prior to June 15, 1999, either as negotiated by the parties or decided by Canadian Human Rights Commission or as determined by the Court with respect to PSAC Treasury Board global Pay equity Complaint, the Canadian Museum of Nature will make every effort so that the Treasury Board will provide the necessary funding, if applicable, for the concerned employees.

This letter of understanding shall be deemed to be part of this collective agreement.

Signed in Ottawa on _____

For the Canadian Museum of Nature

For the Public Service Alliance of Canada

Letter of Understanding # 5

Between

The Canadian Museum of Nature

And

The Public Service Alliance of Canada

Parking

It is agreed that:

The Employer will consult with the PSAC Local in the event of changes to the current practice of free parking for employees.

This letter of understanding shall be deemed to be part of this collective agreement.

Signed in Ottawa on _____

For the Canadian Museum of Nature

For the Public Service Alliance of Canada

Letter of Understanding # 6

Between

The Canadian Museum of Nature

And

The Public Service Alliance of Canada

Leave credits conversion

This will confirm the commitment made during negotiation to the effect that the conversion of the leave credits from days to hours will not result in any loss for an employee.

This letter of understanding shall be deemed to be part of this collective agreement.

Signed in Ottawa on _____

For the Canadian Museum of Nature

For the Public Service Alliance of Canada

Letter of Understanding # 7

Between

The Canadian Museum of Nature

And

The Public Service Alliance of Canada

September 19, 2003

Mr. Ed Cashman
Regional Executive Vice-President-NRC
Vice-président exécutif régional – RCN
PSAC

Subject : Job Security

Mr Cashman,

As per CMN Management representatives' commitment during the recent collective bargaining process, I am hereby confirming that the Canadian Museum of Nature will not proceed with any lay-off of permanent PSAC employees from the date of this letter to June 15, 2006.

Sincerely,

Joanne DiCosimo
President and CEO
Canadian Museum of Nature

Memorandum of Understanding

between

The Canadian Museum of Nature (the Employer)

and

The Public Service Alliance of Canada (the Union)

Herein known as the Parties

No Harassment and No Discrimination Policy

The Parties agree to continue the revision of the No Harassment and No Discrimination Policy after the signing of the Collective Agreement. The work of the Committee will be completed within (90) ninety days of the signing of the Collective Agreement.

Committee composition

The committee shall consist of a maximum of six (6) members divided equally between representatives of the Alliance, the Museum and the Professional Institute of the Public Service of Canada.

For any meeting to be held, there shall be at least one (1) representative from the Alliance, the Museum and the Professional Institute of Public Service of Canada.

Objectives

The committee shall ensure that the **No Harassment and No Discrimination Policy** is clear and comprehensive. It has to be consistent with the requirements of the *Canadian Human Rights Act and the Canada Labour Code*.

Mandate

The committee shall review and make recommendation on all elements of the policy including but not limited to:

- Definition
- Process
- Role of the different parties involved

The committee shall have access to all relevant documentation. If further information is required, it will be provided in the format and detail required by the committee.

Remuneration of committee members

Members of the bargaining unit serving on the committee shall be provided with time off from their regular duties to prepare for committee work and to participate on the committee.

Inclusion in the Collective agreement

The parties shall revise Article 14 to reflect the new negotiated policy. The revision shall be completed within (120) one hundred twenty days of the signing of the Collective Agreement.

This memorandum of understanding is deemed to form part of the Collective Agreement.

Signed at _____ this day of _____, 2003

For the Public Service Alliance of Canada

For the Canadian Museum of Nature
