



Date: December 23, 2013

TO: All PSAC / UNE / Local 50773 Members Employed at
the Canadian Museum for Human Rights

RE: **Ratification Vote on a Tentative Collective Agreement**

The Public Service Alliance of Canada (PSAC) and the Canadian Museum for Human Rights reached a tentative first Collective Agreement which was finalized on December 17, 2013.

The complete Memorandum of Settlement is attached and you are encouraged to review this document to make an informed decision. In effect, when ratified the Memorandum of Settlement becomes your first Collective Agreement, and you should retain this document until a published final version is distributed.

In addition to the attached Memorandum of Settlement, the following synopsis of some important items and changes to the terms and conditions of your employment follows:

- **Duration:** 3-year contract, April 1, 2013 to March 31, 2016 (Article 37)
- **Compensation:**
 - **Pay Scales:** have been compressed and all employees can now move through to the maximum of the pay scale. The Pay Scales will be adjusted by the negotiated economic increases each year and all employees (i.e. January 1st employment qualifier is removed) will receive the corresponding economic increases. (Article 23.01 & 23.10)
 - **Economic Increases:**
 - Effective April 1, 2013 2.00%
(Note: see "Clarification of Economic Increases", MOA, p.76)
 - Effective April 1, 2014 1.75%
 - Effective April 1, 2015 1.50% (Appendix A-2)
 - **Annual Merit Pay Increases:** Employee will now receive Annual Merit Pay increases based upon a defined scale. Employees at the maximum of the pay scale for their position will be able to receive re-earnable merit payments. (Appendix A-3)
 - **Placement into the Pay Scales:** Employees hired prior to January 1, 2013 will receive an additional 3.03% or 2.01% or 1.00% on current rate of pay depending on their length of employment. This is a one-time payment for your first collective agreement. (MOA, p.76)
 - **Under- and Over-range Employees:** Employees being paid under the pay scale will be brought into range prior to applying any other pay increases. Employees over the pay scale will receive the negotiated economic increases as a lump-sum payment. (MOA, p.76 & Appendix A-2)
 - **Group Insurance Plans and Pension Plan:** These insurances and the pension plan have not changed, but are incorporated into the collective agreement by reference. (Article 35)

- Other Compensation:
 - Overtime: rules for overtime, minimum payments, rate of 1.5X, compensatory time allowed (Article 39)
 - Travelling Time: overtime for travel on a normal working day on which the employee travels and works, plus overtime for travel on a day of rest or paid holiday. (Article 24)
 - Call-back and Standby Pay: rules and minimum payments (Article 25)
 - Shift Premiums: \$1.00 per hour between 11:00 PM and 7:00 AM (Article 27)

- Paid Leave: A listing of either new leave or existing paid leave with rules:
 - Sick Leave (Article 19)
 - Vacation Leave (Article 40)
 - Bereavement (Article 18.02)
 - Personal and Family Leave (Article 18.05)
 - Court Leave (Article 18.06)
 - Personal Selection Leave (Article 18.07)
 - Volunteer Leave (Article 18.08)
 - Injury-on-Duty Leave (Article 18.09)
 - Conferences, workshops, short courses (Articles 24.04 & 20.06)
 - Examination Leave (Article 20.07)

- Unpaid Leave: A listing of either new leave or existing unpaid leave:
 - Maternity Leave: (employee may qualify for Maternity Allowance) (Article 18.03.1)
 - Parental Leave: (employee may qualify for Parental Allowance) (Article 18.03.2)
 - General Leave of Absence (Article 18.04)
 - Education Leave: (if approved an allowance up to 100% will apply) (Article 20.02)

- Leave for Cultural and Religious Obligations: Accommodation by using "substituted alternate designated paid holidays, earned compensatory leave, personal and family days, vacation leave or leave without pay." (Article 18.10)

- Deferred Payment Leave Plan: "a permanent employee has the Employer withhold a portion of his or her salary for a pre-determined period of time in order to receive during the leave period the amount that has been withheld." (Article 18A)

- Union Rights: Rights written into the collective agreement include: Employee Representatives (Article 7), Use of Employer Facilities (Article 8), Information (Article 10), and Leave With or Without Pay for Alliance Business (Article 12).

- Grievance Procedure and Arbitration: Contract provisions which lays out the rights of an employee and the Union in resolving disputes, including the procedures for filing and investigating grievances, and the handling of grievances up to and including arbitration. (Article 33)

- Joint Labour Management Committee: Provisions to establish meaningful and constructive joint consultation on matters of common interest regarding labour relations. This committee has been informally working prior to reaching this collective agreement. (Article 31)

- Hours of Works: Defines and provides rules for the standard hours of work, employees who work with the public, rotating or irregular shift work, compressed work week. (Article 38)

- Discharge and Discipline: Rules and employee rights. (Article 28)

- Staffing: Methodology for staffing positions, including the rules for establishing Priority [hiring] List, Salary Protection List, and Eligibility Lists which apply to staffing; provision for expedited arbitration for staffing grievances. (Article 43)
- Publications, Authorship and Patents: clarification of ownership of copyright and other intellectual property rights versus an employee's retention of moral rights, plus rules covering publication of employee created materials. (Article 48)
- Lay-off and Severance Pay
 - Notice periods for layoff or pay-in-lieu listed (Article 44)
 - Severance Pay: 2 weeks for 1st year of continuous employment and 1 week for each year thereafter, no maximum (Article 37)

NOTE: The final version of the published Collective Agreement will be renumbered, edited and re-formatted according to an agreed protocol. (Protocol for Editing, p.77)

Members of your Negotiating Team will be in attendance at the ratification meeting to outline the provisions of your new contract and will answer any questions regarding the new contract.

Your Negotiating Team consisting of:

Stephen Carney, President, Local 50773, UNE
 Travis Tomchuk, Vice-President, Local 50773, UNE
 Isabelle Mason, Human Rights Officer, Local 50773, UNE
 Tracy Thor, Regional Representative, PSAC
 Stephen Bedingfield, Negotiator, PSAC

unanimously recommend this tentative first Collective Agreement.

If a majority of votes cast are in favor of the tentative Collective Agreement then the Regional Executive Vice-President – Prairies shall be authorized to sign a Collective Agreement for your Bargaining Unit.

In Solidarity,



Marianne Hladun
 Regional Executive Vice-President – Prairies
 Public Service Alliance of Canada

- cc. National Board of Directors
 Doug Marshall, National President, Union of National Employees
 Martin Kaminski, Regional Vice-President – Manitoba, UNE
 Directors' Team
 Susan Jones, Coordinator, Negotiations Section
 Edith Bramwell, Coordinator, Representation Section
 Galletti, Nicholas, Coordinator, Communications
 Stephen Bedingfield, Negotiator
 Negotiators/Research Officers
 Lisa Garnier, Prairie Region, Regional Coordinator
 Tracy Thor, Regional Representative
 Ratification Kit Binder (Negotiations Section)

MEMORANDUM OF SETTLEMENT

- between -

CANADIAN MUSEUM FOR HUMAN RIGHTS
(hereinafter referred to as the "Employer")

- and -

PUBLIC SERVICE ALLIANCE OF CANADA
(hereinafter referred to as the "Union")

The parties agree the following terms and conditions in the attached document "First Collective Agreement" shall form the basis of their first collective agreement subject to ratification by their respective principals.

Any temporary market adjustment, signing bonus on appointment, or retention bonus shall only be paid with the written consent of the Public Service Alliance of Canada. This arrangement on bonuses shall expire at the end of the life of this first collective agreement.

Unless otherwise agreed, the provisions of this Memorandum of Settlement have force and effect upon date of ratification by the parties.

Both parties agree to unanimously recommend these terms and conditions for ratification to their respective principals.

Signed at Winnipeg, Manitoba this 17th day of December 2013.

FOR THE UNION

FOR THE EMPLOYER



















First Collective Agreement

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 for Human Rights 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 fulfill this mandate, the parties to this Agreement share a desire to improve the quality, promote the well-being and increase the productivity of employees, to maintain professional standards, to the end that the Employer will be well and efficiently served. 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 Industrial Relations Board (Board File: 28401-C; December 7, 2010), and any subsequent amendments issued by the Canada Industrial Relations Board;
 - 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.
 - 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 for Human Rights 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 on the day it commenced.
- i) “lay-off” means the termination of an employee's employment because of lack of work or because of the discontinuance of a function. The expiry of a term appointment does not constitute a layoff.
- 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 eight (8) hours per day and forty (40) hours per week, 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) OMIT ON FINAL EDIT
- r) "weekly rate of pay" means an employee's annual rate of pay divided by 52;
- 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 annual rate of pay divided by 1950;
- v) "Types of Employees"
- i) Permanent Full-Time Employees means an employee hired for an indeterminate period who is scheduled to work thirty-seven and one-half (37½) hours per week or forty (40) hours per week as specified in Article 38 (Hours of Work).
 - ii) Permanent Part-time employees means an employee hired for an indeterminate period who is scheduled to work less than the normal hours of work (37½ or 40 hours) per week than the full-time employee, as specified in Article 38 (Hours of Work).

Notwithstanding the above, based on operational requirements, the Employer may hire employees for twelve and one half (12½) 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 (37½) hours per week and are not normally scheduled in advance.
- iv) Temporary Full Time Employees means employees hired on a full time basis (i.e. to work 37.5 or 40 hours per week), 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
- v) Temporary Part Time Employee Without Assigned Hours means employees hired on a part-time basis, i.e. to work less than 37.5 or 40 hours per week, for a specific period of time and who receive a premium of 10.25% in lieu of benefits (which includes 4.25% for stat holidays, as per sub-clause 34.05, and 4.0% for vacation, as per sub-clause 34.13, and 2.0% for other benefits).

- vi) Temporary employees will be advised in writing of their termination date when hired or when their status changes (e.g. to or from permanent or temporary). The Employer may modify the termination date at its discretion due to unforeseen circumstances including unforeseen financial exigencies.

For part-time employees, the six (6) month probationary period described in Article 43.08 shall be converted to hours. Once the greater of the total hours have been worked or twelve (12) months have passed, part-time employees shall be deemed to have completed their probationary period.

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 fifteen (15) hours during that period. These employees are not entitled to Volunteer Leave, as defined in clause 18.08, while employed for that period of less than six (6) months.

- 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 as it may be amended from time to time.

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 masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the masculine, feminine or neuter where the fact or context requires this and with regard to the provisions of this Agreement.

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 Human Rights Act of Canada.

ARTICLE 5 MANAGEMENT RIGHTS

- 5.01 Except to the extent provided herein, this Agreement in no way restricts the managerial rights of the Employer. Such rights shall be exercised in a reasonable and non-arbitrary manner. The Employer retains all of its rights, which include, but are not limited to:
- (a) The right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations to be observed by its employees; to reject employees on probation, and to discipline and discharge non-probationary employees for just cause.
 - (b) The right to select and hire employees; to transfer, assign, promote, demote, classify, lay off and recall employees; and to plan, direct and control its operations.
 - (c) The right to determine the location and extent of its operations and the commencement, expansion, curtailment or discontinuance of its operations, the direction of the workforce; the work to be performed; the standards of work and service; the methods, process and means of performing work; job content and requirements; the qualifications of employees; the use of improved methods and equipment; the number of employees needed by the Employer at any time; working hours, the number of hours to be worked; starting and quitting time; and generally, the right to manage the business affairs of the Employer shall be the sole right of the Employer.

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 Industrial Relations Board dated December 7, 2010,(Board File: 28401-C), and any subsequent amendments issued by the Canada Industrial Relations Board.
- 6.02 OMIT ON FINAL EDIT
- 6.03 **Work of the bargaining unit**
- a) Employees of the Museum not covered by the terms of this agreement will not on a regular and/or continuous basis normally perform work done by the employees covered by this agreement.
 - b) There shall be no use of volunteers that would result in the layoff, continuance of a layoff or the reduction of hours of an employee.
- 6.04 **Contracting out**

The Employer may contract out work provided that it does not cause the involuntary termination of indeterminate employees. The Employer may redeploy an employee or agree on a termination package with the Union to facilitate contracting out, provided, however, in the case of redeployment the salary is protected under Article 23.

ARTICLE 7 EMPLOYEE REPRESENTATIVES

- 7.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select a reasonable number of employees as representatives. The Alliance will provide the name and the relevant contact information to the Employer of its Representative at any given time.
- 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 and any changes to its representatives identified pursuant to clause 7.02 upon being selected.
- 7.04 a) A representative shall obtain the permission of their immediate supervisor before leaving their work to investigate employee complaints, 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 and will take no more time than is necessary to discharge their duties as representative.
- b) Where practicable, when the Employer requests the presence of an Alliance representative at a meeting, such request will be communicated to the representative'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 or grievance, and other

CMHR workplace matters, and to attend meetings called by management. In such circumstances, the Employer shall grant access to the premises 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 The Employer agrees to allow the Union Local the use of its communications systems for general announcements/notices to its membership with prior approval by Management. Such approval shall not be unreasonably withheld.
- 8.06 *OMIT ON FINAL EDIT*
- 8.07 The Employer will make available, for the use of the Union Local, space within the workplace for secure file storage and reasonable access to meeting rooms when available.

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.
 - 9.01.1 An employee who satisfies the Alliance as to the bona fides of his or her claim and declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the Income Tax Act, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. The Alliance will inform the Employer accordingly. If the Alliance rejects a requested exemption, the employee has the right to apply with the Canadian Industrial Relations Board under the Canada Labour Code.
- 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 *OMIT ON FINAL EDIT*
- 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
 - All terminations with or without cause
 - Employee Identification number
- 10.02 b) As soon as possible after hiring, the Employer agrees to inform the Local President or the appointed delegate of the new employee.
- a) The Employer agrees to provide the Local Union President or designate and new employees with up to thirty (30) minutes 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.
- 10.03 The Employer agrees to supply each employee with a copy (electronic or paper) of the Collective Agreement and will endeavour to do so within twenty-five (25) days after the signing of the Agreement. In addition, the Employer shall provide the union with an electronic copy of the collective agreement once signed.
- 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 The Employer will make available the following documents in electronic or paper format:
- The Collective Agreement
 - The Museum Act
 - Canada Labour Code (Parts I, II and III)

- Canadian Human Rights Act
- current Canada Industrial Relations Board bargaining certificate
- The job classification and evaluation plan
- Human Resource policies as may be amended from time to time
- Organizational Charts as may be 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 representing a conflict of interest, or otherwise adversely affects the employee's ability to fulfill his/her employment obligations.

ARTICLE 12 LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

12.01 Subject to operational requirements, employees will be granted necessary time off to participate in the business of the Alliance, including the following:

- a) Canada Industrial Relations Board proceedings;
- b) arbitration proceedings;
- c) three (3) employees for contract negotiation meetings, including conciliation proceedings;
- d) grievances investigations and meetings;
- e) meetings with management on behalf of the Alliance (e.g. Joint Labour Management Committee, Joint Health and Safety Committee);
- f) business meetings of the Alliance, the Component, the Canadian Labour Congress and the Manitoba Federation of Labour;
- g) representatives training courses;
- h) when elected to a full-time office of the Alliance or Component, for the period the employee holds such office;
- i) performance of work for the Alliance or Component; and
- j) reasonable preparation time for matters covered in Article 12.01(a), (b) and (c).

12.02 When employees are granted leave under Article 12.01(a), (b), (c), (f), (g), (h), (i) or (j) at the request of the Alliance, such leave shall be without pay.

12.03 The Employer shall continue the pay of employees granted leave without pay under Article 12.01, following which the Employer will send an itemized invoice to the Alliance for all period(s) of such leave without pay. Upon receipt, the Alliance will remit to the Employer full compensation for such periods of leave without pay.

In the special case of an employee who is granted leave under Article 12.01(h) or (i), the employee may opt out of pay continuance under this clause.

12.04 When employees are granted leave under Article 12.01(d) or (e) at the request of the Alliance, such leave shall be with pay.

12.05 When absence under Article 12.01 is at the request of the Employer, such leave shall be with pay.

12.06 a) An employee who returns to work after a period of leave without pay granted under Articles 12.01(h) and 12.01(i) 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 or comparable 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 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.

c) 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.

ARTICLE 13 STRIKE OR LOCK-OUT

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

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, ancestry, race, creed, colour, ethnic or national origin,

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

- 14.02 Complaints concerning harassment and discrimination may be investigated and treated as per the Respectful Workplace Policy as it may be amended from time to time. However, the employee may instead choose to file a grievance in accordance with Article 33 of this Collective Agreement.
- 14.03 If the complainant or the respondent is not satisfied with the results of the application of the Policy, he or she may file a grievance in accordance with Article 33 of this Collective Agreement. The time limit specified in clause 33.08 shall be waived where the grievor has attempted to have their complaint resolved through the Respectful Workplace Policy procedure. Both parties agree that the grievance shall be treated directly through the arbitration process.
- 14.04 The Health and Safety Committee may make recommendations to the Employer on the monitoring and developing of strategies or procedures intended to prevent violence in the workplace.

ARTICLE 15 POLITICAL RIGHTS

- 15.01 Employees have the right, on their own time or on authorized 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 Employees shall have access to their leave credits through the Employer's internal leave tracking system.
- 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 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.
- (b) 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) Victoria Day
 - e) Canada Day,
 - f) Labour Day,
 - g) Thanksgiving Day,
 - h) Remembrance Day,
 - i) Christmas Day,
 - j) Boxing Day,
 - k) the first Monday in August,
 - l) Louis Riel Day
- 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).
- (b) Employees are not entitled to be paid for a general holiday which occurs during the first 30 days after the date they are hired. As stated in the Canada Labour Code, employees must be entitled to wages for at least 15 days during the 30 calendar days preceding the holiday in order to be eligible for holiday pay. Employees on a modified work schedule must establish eligibility according to the number of days specified in the mutually agreed upon work schedule.

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 designated paid holiday, the employee shall be paid time and one-half (1½) for all hours worked, in addition to the pay that the employee would have been granted had the employee not worked on the holiday.

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.

**ARTICLE 18
OTHER LEAVE WITH OR WITHOUT PAY**

18.01 OMIT ON FINAL EDIT

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, step-brother, step-sister, child, step-child or ward, grand-parent, grand-child, son-in-law, daughter-in-law, brother-in-law or sister-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 up to five (5) consecutive days leave with pay, which must include the day of the funeral and may include reasonable travel time if required.
- b) An employee is entitled to one (1) day bereavement leave with pay for the purpose related to the death of the employee's aunt, uncle, cousin, niece, or nephew.
- 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) 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.
- (e) The Employer may ask for documentation of proof of death or relationship.

18.03 Maternity and Parental Leave Without Pay

18.03.1 Maternity Leave Without Pay

18.03.1.01 Maternity Leave Without Pay

Every employee who has completed six (6) months of continuous service with the Employer is entitled to and shall be granted a leave of absence from employment for the purpose of maternity leave.

An employee who applies to take a leave of absence from employment under the Maternity Leave section shall:

- a) Upon written 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, upon the employee's or the Employer's request, 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.

A request under this sub-clause must include proof of the duration of hospitalization for the new-born.

- 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 and expected date of delivery.
- 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 (if any) 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 four (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 in writing at least four (4) weeks in advance of the date on which the employee wishes to return to work and the Employer will confirm in writing the return to work date.
- 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.

- 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, provided that the employee continues to pay the employee portion of such benefits.
- 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 nursing workers.
- k) OMIT ON FINAL EDIT
- 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 maternity benefits under the Employment Insurance Act (EI) 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 maternity 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 maternity benefit under the Employment Insurance Plan, 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 Plan maternity benefits.
- e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act.
- 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 without pay, the weekly rate of pay will be the hourly rate of pay on the date immediately preceding the commencement of the leave multiplied by the average hours worked in a week during the six (6) months prior to the leave.

- g) OMIT ON FINAL EDIT
- h) 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 six (6) 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 18.03.1.02(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 the Government Employees Compensation Act prevents her from receiving Employment Insurance Plan maternity benefits, and
 - ii) has satisfied all of the other eligibility criteria specified in paragraph 18.03.1.02(a), other than those specified in sections (A) and (B) of subparagraph 18.03.1.02(a)(iii),

shall be paid, in respect of each week of benefits under the 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 18.03.1.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

18.03.2 Parental Leave Without Pay

18.03.2.01 Parental Leave Without Pay

Every employee who has completed six (6) months of continuous service with the Employer is entitled to and shall be granted a leave of absence from employment for the purpose of parental leave.

For an employee who applies to take a leave of absence from employment under the Parental Leave section, the following shall apply:

- 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.

The combined time of maternity and parental leave for one employee and one child shall not exceed fifty-two (52) weeks.

- 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, upon the employee's or the Employer's request, 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.

A request under this sub-clause must include proof of the duration of hospitalization for the child.

- d) An employee who intends to request parental leave without pay shall notify the Employer in writing 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. Such parental leave must, nonetheless, be taken 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.

- 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 and/or confirmation of the actual custody date.
- f) Leave granted under this clause shall count for the calculation of "continuous service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.
- g) i) An employee shall give at least four (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 in writing at least four (4) weeks in advance of the date on which the employee wishes to return to work and the Employer will confirm in writing the return to work date.
- h) 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.
- 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 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, provide that the employee continues to pay the employee portion of such benefits.
- j) OMIT ON FINAL EDIT
- k) 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 Parental Leave as well as job reassignment or job modification for the protection of pregnant or nursing workers.

Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of thirty-seven (37) weeks for both employees combined.

Parental leave after the adoption of a child utilized by an employee-couple in

conjunction with the adoption of their child shall not exceed a total of thirty-seven (37) weeks for both employees combined.

18.03.2.02 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 and/or adoption benefits under the Employment Insurance Plan (EI) 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 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, he or she will be indebted to the Employer for an amount determined as follows:

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

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 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 Plan 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) for each week that the employee receives parental and/or adoption benefits under the Employment Insurance Plan, 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 under the Employment Insurance Plan, 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 the Employment Insurance Plan.
- d) At the employee's request, the payment referred to in subparagraph 18.03.2.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.
- e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- 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 weekly rate of pay will be the hourly rate of pay on the date immediately preceding the commencement of the leave multiplied by the average hours worked in a week during the six (6) months prior to the leave.
- g) OMIT ON FINAL EDIT
- h) Subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee has been on an acting assignment for at least six (6) 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.

- k) The maximum combined maternity and parental allowances payable shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without 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 the Government Employees Compensation Act prevents the employee from receiving Employment Insurance Plan 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 weekly 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 and/or adoption benefits under the Employment Insurance Plan, had the employee not been disqualified from Employment Insurance Plan parental benefits for the reasons described in subparagraph (a)(i).

18.04 **General Leave of Absence**

In its absolute discretion, the Employer may grant a leave without pay for any duration and for any purpose, taking into account:

1. operational requirements;
2. the reason for the leave;
3. amount of notice provided;
4. the number of leaves previously granted to that employee;
5. leave requests from other employees in the same working area; and
6. any other relevant considerations.

Upon return from this leave, the employee will be returned to his/her previous position, if such position still exists, otherwise the employee will be offered a comparable position at the same salary.

18.05 **Personal and Family Leave**

- a) For the purpose of this clause, family is defined as spouse (or common-law spouse residing with the employee), dependent children (including step-children or ward and foster children), the employee's or spouse's parents (including step-parents or foster

parents), or other relative who is 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 for themselves, or for a family member who 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 to minimize 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.
 - iv) To provide emergency child care where there is unforeseen disruption in the employee's usual child care arrangements; and
 - v) for reasons of a personal nature. An employee requesting leave under this provision must notify the immediate supervisor of the appointment as far in advance as possible.
- c) The total leave with pay which may be granted under sub-clauses b) i), ii), iii) and iv) shall not exceed thirty (30) hours in a fiscal year.
- e) While the leave may be taken in hourly increments, the Employer reserves the right to schedule the leave in half-day increments in order to facilitate business operations and related scheduling matters.
- f) The personal and family days are granted per fiscal year and cannot be carried over. In the event of an employee's termination, if Personal/Family Leave granted for the current fiscal year is not used, employee will not be paid out for any remaining days allowable.
- g) The CMHR may request reasonable verification that the leave is necessary.

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

All employees must notify their immediate Supervisor within three (3) working days after being selected for jury duty.

All witness fees received by the employee for the fulfillment of these duties during hours that he or she would normally be working shall be remitted to the CMHR.

18.07 Personnel Selection Leave

Where an employee participates in a personnel selection process 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 Volunteer Leave

Employees who have completed three (3) months of continuous service and subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, shall be granted, in each fiscal year, up to seven and a half (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity.

A letter from the charitable or community organization verifying the date and confirming the employee involvement must be provided to the Human Resources department.

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 wilful 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

The Employer recognizes that the make-up of its workforce includes employees of various religious beliefs. The Employer undertakes to facilitate such accommodations to the point of undue hardship, that would allow the employee the necessary time off on holy days, and to attend to other cultural and religious obligations. Such accommodation may include the use of substituted alternate designated paid holidays, earned compensatory leave, personal and family days, vacation leave or leave without pay.

ARTICLE 18A DEFERRED PAYMENT LEAVE PLAN

The Employer agrees to establish a Deferred Payment Leave Plan under which a permanent employee has the Employer withhold a portion of his or her salary for a pre-determined period of time in order to receive during the leave period the amount that has been withheld.

- 18A.01 An employee who has completed two (2) years of continuous service with the CMHR may request a deferred payment leave by submitted his/her request to the Employer, in writing, two (2) months before the period he or she wishes the deductions to be withheld. The leave portion of the Deferred Payment Leave Plan shall not start until the employee has completed six (6) years of continuous service. During this time the Employer and the Employee shall sign an agreement stipulating the terms of the leave.
- 18A.02 Leave granted under this clause shall be for a minimum of six (6) consecutive months to a maximum of twelve (12) consecutive months. An employee will not be granted such leave more than twice in the employee's career with the Employer. The second period of such leave will be taken at least six (6) years after the completion of the first period.

- 18A.03 The employee may request that a portion his/her salary – up to a thirty-three and one third percent (33 1/3%) – be deferred to fund the period of leave of absence. The amounts deferred for the employee under this arrangement will be held in trust.
- 18A.04 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.
- 18A.05 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.
- 18A.06 During deferred payment leave, the employee does not accumulate sick leave credits; may not use his or her sick leave credits; does not accumulate annual leave credits; and may not use his or her annual leave.
- 18A.07 During the deferred payment leave, an employee's benefits will be maintained, subject to the types of the different benefits plans, and the employee will be responsible for the employer and the employee portions of the costs of these benefits.
- 18A.08
- a) An employee may withdraw from the plan at any time prior to the commencement of the leave.
 - b) Within 60 days of the withdrawal from the plan, the employee shall be paid the full amount of the deferred salary, less any statutory deductions, within 60 days of the withdrawal from the plan.
 - c) Should an employee die while participating in the plan, any monies accumulated and not paid shall be paid to the employee's estate.

ARTICLE 19 SICK LEAVE WITH PAY

19.01 An employee shall accumulate 5.63 hours of sick leave credits per biweekly pay period, in which they have received pay for at least 20 hours, to a maximum of 562.5 hours in a refillable sick leave bank.

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,
- b) they have the necessary sick leave credits, and
- c) they have provided the advance notice required by the Employer.

- 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 one hundred eighty seven decimal five (187.5) hours if a decision on an application for injury-on-duty is being awaited;
 - or
 - b) for a period of up to one hundred twelve decimal five (112.5) hours 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.

ARTICLE 20

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

20.01 Career Development

The parties recognize 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 and subject to operational requirements, 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, but payments shall not be pyramided.
- 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.

- 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 wishes to return to work and the Employer will confirm in writing the return to work date.

20.04 **Conferences**

- 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 specialization, subject to operational constraints.
- a) An employee will attend conferences related to the employee's field of specialization when it is deemed by management that such attendance will benefit the employee's field of specialization. An employee may recommend to the Employer conferences, workshops, and other gatherings of a similar nature.
- 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. If the conference or convention falls on a non-working day, arrangements may be made to substitute a scheduled working day off in lieu.
- f) An employee shall not be entitled to any compensation under Article 39 (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). If the employee travels to or from a conference or convention during what would have otherwise been working time, he/she will not lose his/her normal pay for the day.

20.05 OMIT ON FINAL EDIT

- 20.06 a) The parties to this Agreement share a desire to improve professional standards by allowing, on occasion, for employees to have the reasonable opportunity:

- 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 20.06.
 - 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 39 (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.

ARTICLE 21 SEVERANCE PAY

21.01 Subject to clause 21.02, an employee who is laid off shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

- (a) 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 three hundred and sixty-five (365).

- (b) 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.
- (c) 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.

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.

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 prior to the end of the scheduled shift. Any such clean-up must occur on the Employer's premises.

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-2" for the classification and level of the position to which the employee is appointed,
- b) Negotiated economic increases are reflected in the pay scales on the effective dates as set out in Appendix A-2. All employees shall receive the percentage increases on the effective dates in Appendix A-2.
- c) The pay review date will be April 1st of each year. Pursuant to clause 23.10, full – time employees hired prior to January 1st of the respective year may be eligible for an annual merit pay increase each April 1st. Pursuant to clause 23.10, part-time employees may be eligible to receive an annual merit pay increase if they have completed a total 488 hours of employment prior to the respective April 1st.

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 on strength as of the date of ratification;
- 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;

23.03 In cases where more than one pay increase is applicable on the same date, the combined economic and merit pay increase will be applied first, as per sub-clause 23.10.

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

An employee appointed or reclassified to a position having a higher maximum rate of pay shall be paid at a rate in the range of the new level which is at least four percent (4%) higher than the rate prior to the appointment or reclassification, but no less than the minimum of the new range.

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) Where a person is demoted, as defined in clause 23.05(a), he or she shall be red-circled (i.e. he or she shall continue to receive his or her rate of pay until such time as the salary for the new position equals or exceeds the employee's existing rate of pay.)
- c) An employee who applies for and is appointed to a position with a lower classification level shall receive the lesser of their current rate of pay or the maximum rate of pay in the new position.

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, there will be no consequent change to the employee's rate of pay.

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 employee shall be notified in writing.
- b) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former level. In respect to the pay of the incumbent, the employee shall initially receive the same rate of pay for one (1) year, subject to clause c) ii) below, and pay increases as if the employee's position had not been reclassified to a lower level. This shall be cited as salary protection status.
- c) i) The Employer will make every reasonable effort to transfer the employee to a position having a level equivalent to that of the former level of the position.
ii) In the event that an employee 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 at the lesser of their current rate of pay or the maximum rate of pay of the new classification level.

23.08 Acting Pay

When an employee is required by the Employer to substantially perform all of the duties of a higher classification level in an acting capacity for greater than five (5) consecutive business 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.

NEW 23.09 Underfill Options

Where no applicant for a position has the prerequisite qualifications outlined in the posting, the Employer may consider applicants with lesser qualifications against underfill criteria established by the Employer. In such circumstances, where the Employer establishes underfill criteria and selects for employment an applicant with lesser qualifications, the applicant may be appointed at a rate of pay lower than the classification of the position for a limited time, not to exceed one (1) year from date of appointment. The Employer shall notify the Union of all underfilled positions upon appointment.

23.09 Overpayment

When an employee through no fault of their own, has been overpaid, the payroll department 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), the employee shall advise the payroll department to either have the recovery made by an one-time recovery or to limit the recovery action to not more than

ten percent (10%) of the employee's pay each pay period until the entire amount is recovered.

23.10 Pay Increases

- (a) An employee holding a position for which there is a minimum and a maximum rate of pay shall be granted an economic increase, as defined in Appendix "A-2", until the employee reaches the maximum rate for the position.
- (b) An employee shall be granted an annual merit increase, as defined in Appendix A-3, on April 1st of each year, until the employee reaches the maximum rate for the position. The merit pay increase is added on to the economic increase, as defined in Appendix A-2. and the combined increase is then applied to the employee's current salary.
- (c) An employee who is at the maximum of the range will receive an economic increase and may be eligible for a re-earnable merit payment – an one-time lump sum cash payment – in lieu of a merit increase, as defined in Appendix A-3.
- (d) If the combined economic and merit increases results in a calculation that takes an employee's salary over the maximum of the range, his/her salary will be adjusted to the maximum of the range, and the balance will be received as an one-time lump sum cash payment.

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 Canadian Museum for Human Rights Travel Policy, which shall be based on and which rates match the Treasury Board Travel Directives.
- 24.01 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.
- 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 ten (10) 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 traveled to a maximum of ten (10) 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 39.

ARTICLE 25 CALL-BACK AND STANDBY PAY

- 25.01 a) If an employee is called back to work and returns to the workplace 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) a minimum of three (3) hours pay at the employee's regular rate
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) In the application of a) i) and ii) above, a second or subsequent call(s) within the three (3) hour period does not trigger a new minimum.
- c) 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 39.

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.

25.07 An employee who is not on standby and who is contacted by telephone by the Employer and required to perform work that does not necessitate a physical displacement back to the workplace, will be compensated a minimum of thirty (30) minutes at straight time rate or at the applicable overtime rate, whichever is greater.

An employee who receives an email that does not specifically authorize them to perform work during non-working hours, is not required to work and is not entitled to the compensation described in this section.

25.08 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be compensated at the rate of ten dollars (\$10.00) for each four (4) hour period or portion thereof for which he/she has been designated as being on standby duty.

Standby pay shall be compensated in pay except where, upon mutual, written agreement between the employee and the Employer, an employee elects to take the equivalent time off, based on the employee's hourly rate, in lieu of being paid. Scheduling of time off will be dependent upon scheduling and business needs.

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 or unable to be reached within three (3) calls spaced five (5) minutes apart.

ARTICLE 26 PREMIUMS

- 26.01 Employees whose hours of work are scheduled on an irregular and or rotating basis will receive a premium of one dollar (\$1.00) per hour for all hours worked between 11:00 p.m. and 7:00 a.m. The shift premium will not be paid for hours worked between 7:00 a.m. and 11:00 p.m.

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.

Job Evaluation Plan

- 27.new1 The parties are satisfied that the job evaluation plan existing on the date of certification (December 7, 2010) forms part of this collective agreement, and 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.
- 27.new2 During the life of this collective agreement the job evaluation plan referred to in Article 27.new1 will be used for assessing the value of positions to which employees are assigned. If a new or revised job evaluation plan is implemented by the Employer, the Employer shall before applying the new or revised job evaluation plan, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the evaluations affected. If the parties fail to reach agreement within sixty (60) calendar days from the date on which the Employer submits the new or revised job evaluation plan to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 27.new3 *OMIT ON FINAL EDIT*
- 27.02 All positions in the bargaining unit will be rated according to the job classification and evaluation plan. Positions will be classified into the levels found in Appendix "A-1".

- 27.03 Within twenty (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 Director, Human Resources (or designate). Failing resolution at this level, the decision may be referred to arbitration according to the provision of Article 33.

ARTICLE 28 DISCIPLINE AND DISCHARGE

- 28.01 Prior to disciplining an employee for just cause by written reprimand, suspension, demotion 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, and in extreme circumstances an employee may be suspended without pay pending an investigation.

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, except where such notice is impractical.

- 28.02 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the Human Resources file of an employee the content of which the employee was not provided at the time of filing the document 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, where practical. The Employer shall notify the local representative of the Alliance that such suspension has occurred.
- 28.05 OMIT ON FINAL EDIT
- 28.06 During the probationary period, the Employer may reject an employee based on unsuitability. Such rejection shall not be arbitrary, discriminatory or in bad faith. The just cause standard does not apply to employees during probation.
- 28.07 In unusual situations where it is necessary for the Employer to notify the employee by mail of her or his discharge, a copy of the discharge letter will be provided to the Union office.

ARTICLE 29 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 29.01 A formal assessment of an employee's performance shall be completed at least annually. This formal assessment, as a best practice, includes:
- transparency of process and forms;
 - the assessor taking reasonable steps to inform herself/himself of the employee's performance;
 - the employee's acknowledgement of the review by signing the review form while not indicating concurrence;
 - the right of employee's to write comments attached to their review.
- 29.02 *OMIT ON FINAL EDIT*
- 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 performance review, the employee can appeal the decision to the Director, Human Resources (or his/her designate) for a final decision. Failure to follow due process in the performance review may be the subject of a grievance and if necessary, arbitration, but the qualitative assessment of the employee cannot be grieved beyond the Director, Human Resources.

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 made to prevent and correct any situation and any conduct that endangers the health and safety of employees.

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

30.03(ER) **Alliance Responsibilities**

The responsibility of the Alliance for Health and Safety shall be in accordance with the applicable legislation.

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 the 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 the Joint Health and Safety Committee and the Union. Written copies shall be provided to each employee.

**ARTICLE 31
JOINT LABOUR MANAGEMENT COMMITTEE**

31.01 The parties acknowledge the mutual benefits to be derived from meaningful and constructive joint consultation and will consult on matters of common interest regarding labour relations, and may consult on other topics as mutually agreed.

31.02 a) There shall be a joint labour management 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.

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
OMIT ON FINAL EDIT**

**ARTICLE 33
GRIEVANCE AND ARBITRATION PROCEDURE**

33.01 Definitions

- 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 or an allegation by the Employer that the Alliance has breached this Agreement.

- 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(s), the authorised Alliance representative shall obtain permission of his/her immediate supervisor before leaving his/her work to investigate the employee complaint(s). 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 where practicable the representative shall report back to his/her supervisor before resuming normal duties, and will take no more time than is necessary to discharge his/her duties as representative.

33.08 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. Any such complaint must be filed within ten (10) days after the date on which the said employee first became aware of the action or circumstances giving rise to the complaint. In the event that the complaint is not settled in this manner, it may then become a grievance.

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 *OMIT ON FINAL EDIT*

33.07 Presentation of grievances

A grievance, at any level, will be submitted by personal delivery, fax or e-mail 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.

33.09 Processing Grievance (Levels)

Except as otherwise provided in this Agreement, a grievance shall be processed in the following manner and sequence:

a) Level one:

A grievance may be submitted to the first level of the grievance procedure in writing, to the Human Resources department, not later than ten (10) days 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, or if the Complaint Stage in clause 33.08 above has been utilized, no later than ten (10) days after the Complaint Stage has been concluded by either party in writing. The authorized Alliance representative will present the grievance on behalf of the employee to the employee's respective Supervisor. The Supervisor may be accompanied by a Human Resources representative. The written decision of the Supervisor will be given within ten (10) days.

b) Level two:

Within ten (10) days following receipt of the written decision under the first step, the grievance may be advanced to the Director, Human Resources, who will hear

the matter with the Supervisor's superior. The aggrieved employee may accompany the authorized Alliance representative if he/she so desires and/or if his/her attendance is requested by the Employer. The written decision at this step will be given to the Union with ten (10) days of said presentation.

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.

33.10 OMIT ON FINAL EDIT

33.11 OMIT ON FINAL EDIT

33.12 Alliance or Employer 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 grieving party at Level 2 within fifteen (15) days of any alleged violation to be dealt with as a proper grievance under the grievance procedure and may be referred to arbitration.

33.13 OMIT ON FINAL EDIT

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 OMIT ON FINAL EDIT

33.17 Discharge and suspension

If the Employer discharges or indefinitely suspends an employee, the resulting grievance shall be submitted directly to level two (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. The parties may also, upon mutual agreement, choose another mediation process.

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 twenty (20) 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.new 20 The parties agree that arbitration referred to in Article 33.19 shall be by a single arbitrator. The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to refer the grievance to arbitration was made, or such further period as may be mutually agreed upon by the parties. In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.

33.new21 The arbitrator 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 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.

33.new22 The arbitrator 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 ($\frac{1}{2}$) the cost of the single arbitrator. Each party shall bear its own expenses with regards to the arbitration proceedings.

33.22 Decision of the Arbitrator

The Arbitrator must hand down a written decision within thirty (30) days, or longer if agreed by the parties, 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**

Except as otherwise indicated, 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 forty (40) hours.

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 in Article 38 (Hours of Work) and at the overtime rate in Article 39 (Overtime).

34.03 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days or thirty seven decimal five (37.5) 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 1/2) of the straight-time rate of pay for all hours worked.

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 three (3) 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 as provided in the Canada Labour Code (including any compressed workweek exemption), but does not include time worked on a holiday.

Overtime and/or extra hours shall be compensated as per Article 39.06, Compensatory Leave.

34.09 OMIT ON FINAL EDIT

34.10 Call-Back

When a part-time employee meets the requirements to receive call-back pay in accordance with Article 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 three (3) 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 three (3) hours' pay at the straight-time rate of pay.

34.12 Bereavement Leave

Notwithstanding Article 34.01, there shall be no prorating of a "day" in clause 18.02 - Bereavement Leave with Pay. Part time employees with assigned hours are entitled to bereavement pay with pay; part time employees without assigned hours receive a premium in lieu of pay, but are entitled to bereavement leave without pay.

34.13 Vacation Leave

- (a) Permanent part-time employees shall receive vacation pay as a percentage of gross straight-time wages as per Article 40, prorated, and may take up to three (3) weeks of time off per year without additional pay on account of vacation.
- (b) Temporary part-time employees shall receive a premium of four percent (4%) of gross earnings for all straight-time hours worked in lieu of vacation leave.

34.14 Sick Leave

A permanent 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 (2) 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) In the event that an employee assigned to a schedule full-time or part-time shift cannot work the shift and management requires that the shift be filled, part-time

employees who have indicated their willingness and availability and are qualified will receive preferential consideration for additional hours, within their department, at straight time and up to their daily or weekly maximum.

- c) 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.

6.03(b) **Change of Status – Part-time**

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.

ARTICLE 35 INSURANCE AND PENSION BENEFITS

35.01 OMIT ON FINAL EDIT

- 35.02 a) The terms and conditions of the Public Service Disability Insurance Plan (PSDIP), the Public Service Health Care Plan (PSHCP), the Public Service Dental Care Plan (PSDCP), applicable provincial Medicare plans and any other optional or supplementary plans, e.g. Supplementary Death Benefit (SDB) apply to all employees subject to this Agreement and are incorporated by reference into 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) An excluded employee who reverts to a unionized position may choose to maintain the terms and conditions of the Public Service Management Insurance Plan (PSMIP), which is incorporated by reference into this Agreement.

35.03 OMIT ON FINAL EDIT

- 35.04 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.

- 35.05 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.

ARTICLE 36 AGREEMENT REOPENER

36.01 This agreement may be amended, in writing, 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 37 DURATION

37.01 The term of this Agreement shall be from April 1, 2013 to March 31, 2016.

37.02 Notwithstanding Article 37.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 33, shall remain in effect during the negotiations for its renewal, and until either a new collective Agreement becomes effective, or until the provisions of Section 89(1) of the Canada Labour Code have been met.

37.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the Canada Labour Code.

37.04 Where notice to bargain collectively has been given under Article 37.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the Canada Labour Code have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

ARTICLE 38 HOURS OF WORK

38.01 General

- a) For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours Saturday. 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) When more than one (1) employee has indicated the same preference for a work schedule, the skill set required will be the basis for the decision. When skills sets are relatively equal, continuous employment will be the deciding factor.

- d) The Employer may require employees to register their attendance by a method to be determined by the Employer.

38.02 Regular Work

- a) The normal scheduled work week will be thirty-seven decimal five (37.5) hours Monday to Friday, consisting of five (5) consecutive work days of seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m.
- b) OMIT ON FINAL EDIT
- c) For employees who are involved with service to the public on a regular ongoing basis, their normal scheduled work week will be thirty-seven decimal five (37.5) hours and the scheduled work day will be seven decimal five (7.5) consecutive hours, exclusive of a meal period, with two (2) days off which may or may not be consecutive (depending on operational needs), and 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 communicated by written notice to the employee(s) concerned. Written notice can include email or other electronic communication. This provision is subject to clause 38.04.
- e) Subject to operational requirements as determined by the Employer, an employee shall have the right to request flexible hours. Flex-time will be granted only where the Employer has assessed that appropriate levels of service and productivity can be maintained, and that the schedule is compatible with efficient operations. Some positions may not be eligible for flexible work hours due to operational requirements, particularly those who are involved in service to the public.

38.03 Rest Periods & Meal Periods

- a) The Employer will provide two (2) paid 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 ($\frac{1}{2}$) hour without pay. 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 both the full seven decimal five (7.5) hour work day and the one-half ($\frac{1}{2}$) hour meal period. In these cases such employees will be paid at straight time for the half ($\frac{1}{2}$) hour meal period.
- d) The Employer will provide employees with the option of an adjusted work arrangement, subject to operational requirements as determined by the Employer, whereby employees can choose to combine their regular meal break of one-half ($\frac{1}{2}$)

hour with the other two (2) rest periods of fifteen (15) minutes each and/or with additional unpaid time to extend their lunch break.

38.04 Rotating or Irregular Shift Work

When the Employer wishes to establish or amend work schedules, this matter shall be the subject of consultation by the Joint Labour Management Committee.

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.

- 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 decimal five (37.5) hours per week, or forty (40) hours per week as per 38.03(c), and an average of five (5) days per week;
 - ii) an average of seven decimal five (7.5) hours per day exclusive of a half ($\frac{1}{2}$) hour meal period, or eight (8) hours per day inclusive of a half ($\frac{1}{2}$) hour meal period as per 38.03(c), with the half ($\frac{1}{2}$) hour meal period scheduled as close to the mid-point of the shift as possible.
 - iii) receive an average of two (2) days of rest per week;
 - iv) receive the two (2) days of rest consecutively when it does not affect operations.

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 on the day it commenced.
- 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 twelve (12) 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 authorise employees to exchange shifts as per its policy, as it may be amended from time to time.
- i) An employee who is required to change his or her scheduled shift without receiving at least five (5) 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 five (5) 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 38.02, and who has not received at least five (5) 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.

- j) The Museum shall not schedule split shifts.

38.05 Variable/ Compressed Hours of Work

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.

Notwithstanding the provisions of this article, and subject to operational requirements as determined by the Employer, 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 38.02 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 cost – including but not limited to holiday pay, vacation pay, sick leave, or bereavement pay – 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.

A)

i) The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than seven decimal five (7.5) hours; 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.

ii) 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.

iii) 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.

iv) Whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.

B) Notwithstanding the above, in clause 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 decimal five (37.5) hours, a day shall be converted to seven decimal five (7.5) hours.

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.

C) 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 by a full-time employee:

i) in excess of that employee's scheduled hours of work on a scheduled working day;

ii) on days of rest at time and one-half (1½).

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 seven decimal five (7.5) hours.

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 (subject to its eligibility exceptions), time and one-half (1½) for all hours worked.

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, provided it does not involve any additional cost to the Employer.

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.

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 38.04 will receive a shift premium in accordance with the Shift Premiums article, clause 26.01.

i) Acting Pay

The qualifying period for acting pay as specified in the Pay Administration article, 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/compressed hours of work.

- D) The Employer reserves the right to return employees working a compressed work week to a non-compressed or conventional work week upon giving twenty-eight (28) days' notice to the affected employees.

ARTICLE 39 OVERTIME

39.01 Assignment of Overtime Work

- x) All overtime must be pre-authorized by the Employer. Overtime that has not been pre-authorized may not be compensated. However, when circumstances beyond the employee's control prevent the employee from obtaining pre-authorization, the Employer may authorize the overtime after the fact. Such authorization shall not be unreasonably denied.
- 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 make every reasonable effort to give employees who are required to work overtime reasonable advance notice of this requirement.
- c) An employee has the right to decline an overtime assignment provided alternatives for suitable replacement can be found.

39.02 Overtime Compensation

An employee who is required to work overtime on a scheduled work day is entitled to compensation at time and one-half (1½).

39.03 An employee who is required to work on a day of rest is entitled to compensation at time and one-half (1½) for the overtime worked.

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

- a) when the overtime work is authorized 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.

39.05 Employees shall record starting and finishing times of overtime work by a method determined by the Employer.

39.06 Compensatory Leave

Overtime shall be compensated in cash except where, upon mutual written agreement between the employee and the Employer, an employee elects to take time off in lieu of being paid for the overtime hours. Scheduling of time off will be dependent upon scheduling and business needs.

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 within one (1) month following receipt of the request to pay out overtime as submitted by the employee.

Compensatory leave earned in a fiscal year and outstanding on March 31st of the same fiscal year shall be carried over into the next fiscal year to a maximum of thirty seven decimal five (37.5) hours of unused compensatory leave. The remaining balance, if any, will be paid at the employee's hourly rate effective at March 31st.

Should the employee request the payment of such compensatory leave, it will be paid at the employee's hourly rate effective at March 31st of the previous year and will be made within the one (1) month following the receipt of their last monthly attendance report for that fiscal year.

- 39.07 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), upon proof of receipt, except where free meals are provided.

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.

- b) 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.

- 39.08 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.

- 39.09 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars, or field study at other institutions.

- 39.10 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.

39.11 Reimbursement for Transportation Costs

When an employee is required to report for work and reports under the conditions described in Article 39.10, 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.

39.12 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 40 VACATION LEAVE WITH PAY

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

40.02 Accumulation of Vacation Leave

An employee shall accrue vacation leave as a percentage of gross straight-time wages, or vacation leave credits, at the following rates for each calendar month:

- a) Six percent (6%) of wages, or one and one-quarter ($1\frac{1}{4}$) days until the date of the employee's fifth (5th) year of continuous service;
- b) Eight percent (8%) of wages, or one and two-thirds ($1\frac{2}{3}$) days commencing on the day after the employee's fifth (5th) year of continuous service;
- c) Ten percent (10%) of wages, or two and one-twelfth ($2\frac{1}{12}$) days commencing on the day after the employee's twelfth (12th) year of continuous service; and
- d) Twelve percent (12%) of wages, or two and one-half ($2\frac{1}{2}$) days commencing on the day after the employee's twentieth (20th) year of continuous service.

40.03 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, up to a maximum advance of ten (10) days.

40.04 OMIT ON FINAL EDIT

40.05 Scheduling of Vacation Leave With Pay

- a) Subject to clause 40.09, employees are expected to take all of their vacation leave during the vacation 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 ten (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 40.07 and 40.08, where all else fails, the Employer may schedule a vacation period at a time satisfactory to it.
- h) The amount of vacation 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.

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

- a) is granted bereavement leave, or
- b) 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.

40.07 Where in any vacation year an employee has not been granted all of the vacation leave with pay credited to him or her, an employee can carry over fifty percent (50%) of his/her annual vacation credit entitlement earned into the following fiscal year with approval from

his/her manager. Therefore, the maximum vacation credits an employee can accrue equals one and one-half (1½) times his/her annual vacation credit entitlement for that year. Carry over beyond this limit may be approved by the manager, subject to consultation with Human Resources.

40.08 The Employer expects that the employees use their vacation credits for time off. If a critical business priority prevents an employee from using all of their vacation credits in a fiscal year, upon application of the employee and with the approval of both the employee's manager and the Director, Human Resources, earned but unused vacation leave credits in excess of fifty percent (50%) of his/her annual vacation credit entitlement may be paid in cash at the employee's daily rate of pay on March 31 of the previous vacation year.

40.09 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, alteration 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 40.09 a) to be reimbursed for reasonable expenses incurred by the employee.

40.10 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 grade level of the substantive position held by the employee on the date of the termination of the employee's employment. If paid vacation taken exceeds vacation credits earned, the amount owed to the Employer will be deducted from the employee's final pay.

40.11 Abandonment

Notwithstanding clause 40.10 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 40.10 if the employee requests it in writing within six (6) months following the date of termination of employment.

ARTICLE 41 REGISTRATION FEES

41.01 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 42 TECHNOLOGICAL CHANGE

42.01 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 44 will apply. In all other cases the following clauses will apply.

42.02 In this Article "technological change" means:

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

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.

42.03 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 minimizing adverse effects on employees which might result from such changes.

42.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) calendar days written notice to the Alliance of the introduction or implementation of technological change where it will result in significant changes in the employment status or working conditions of a significant number of employees.

42.05 Information to be contained in Notification

The written notice provided for in clause 42.04 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.

42.06 As soon as reasonably practicable after notice is given under clause 42.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 42.04 on each group of employees.

42.07 The consultation referred to in clause 42.06 will include, but not necessarily be limited to the following:

- a) The approximate number, grade level 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.

42.08 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.

42.09 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 43 STAFFING

43.01 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.

43.02 A copy of the lists referred to above and as amended shall be available to the Local Executive upon request.

43.03 **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 electronically with email notification to all employees, and, when the new CMHR building is occupied, physically on designated bulletin boards. A copy of the notice shall be sent to the Alliance. Employees on extended leave will be notified of such competitions, if they have provided current contact information.

43.04 **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 and persons outside the Museum. Current employees will be preferred for appointment unless an external candidate has a demonstrably and substantially higher evaluation. In cases where it is found that two (2) or more current employee candidates are considered relatively equal, continuous employment will prevail.
- e) OMIT ON FINAL EDIT
- f) When an appointment needs to be extended beyond the initial duration of a competition, the Alliance should be notified.
- 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. An interchange appointment (i.e. secondment from other government department, agency or Crown) for a period of less than one (1) year can be excluded from the requirements of this article, and may be further extended beyond the one (1) year with agreement from the Alliance.
- h) The Employer shall advertise inside and outside the Museum simultaneously or may at its discretion only advertise internally.

43.05 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 letter of application and resume, an interview, and as required an assignment or test. 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. Without disclosing identities, 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.

43.06 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.

43.07 **Reclassification**

Where a position is reclassified and:

- a) there is only one employee in such a position:
 - i) the employee 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 employee 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 six (6) months of familiarization and training time to qualify,
 - iii) if the employee 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 his or her previous level if such a position is available and vacant. The initial attempt will be made to find a vacant position within the area where the employee is presently employed which the employee is qualified to fill. If a vacant position is not available in that area but a vacant one for which the employee is qualified can be found elsewhere within the organization, the employee will be transferred to that position. If such an employee accepts a position at a lower level the salary protection status will apply. Should no position be available, the employee will be treated as an employee permanently laid off.

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.

43.08 **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.

43.09 OMIT ON FINAL EDIT

43.10 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:

43.11 **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.
- i) List of Arbitrators for Staffing Grievances

Kris Gibson
Blair Graham
William Hamilton

43.12 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.

43.13 Official Languages

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

43.14 Permanent Employee in a Temporary Appointment

A permanent employee who is the successful applicant for a temporary position shall, upon completion of the temporary appointment, return to their substantive position.

**ARTICLE 44
LAYOFF**

44.01 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>
0 to 3 months	0 weeks
3 months to 2 years	2 weeks
3 years	3 weeks
4 years	4 weeks
5 years	5 weeks
6 years	6 weeks
7 years	7 weeks
8 years	8 weeks
9 years	9 weeks
10+ years	13 weeks

44.02 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 44.01.

44.03 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.

- 44.04 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 45
OMIT ON FINAL EDIT**

**ARTICLE 46
OMIT ON FINAL EDIT**

**ARTICLE 47
OMIT ON FINAL EDIT**

**ARTICLE 48
PUBLICATIONS, AUTHORSHIP AND PATENTS**

- 48.01_new For the purpose of this Article "materials" means creative and/or intellectual works, including but not limited to scientific and professional papers, photographs, articles, manuscripts, monographs, audio and visual products, source code, games, all forms of interactive media and computer software, and works of art.
- 48.01 a) The Employer owns the copyright and all other intellectual property rights (patents, industrial designs, trademarks, trade secrets) in any materials created by an employee during the course of his/her employment.
- b) Notwithstanding the above, an employee retains all moral rights in any materials to which copyright subsists, 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 or other use, in order that they may exercise their moral rights under this article. Such employees, including former employees, shall be appropriately credited unless the employee has otherwise indicated.
- c) An employee owns the copyright and/or other intellectual property rights to any materials which they create on their own time where the work or material has not been commissioned or sponsored or directed by the Employer.
- 48.02 The Employer shall continue the current practice of ensuring that employees have ready access to all publications considered necessary to their work.
- 48.03 The Employer has first right of refusal for material related to clause 48.01 a), that an employee wishes to submit for publication. 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.

- 48.04 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 employee(s) shall be so informed in writing of the reason if requested by the employee(s).
- 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.

**Appendix A-1
CMHR CLASSIFICATION SYSTEM**

POINTS BANDS

The CMHR job classification and evaluation plan, referred to in Article 27, will apply as follows:

Positions having a result of points between:		Will be paid at grade:
Minimum Points	Maximum Points	Grade
260	309	1
310	359	2
360	419	3
420	479	4
480	554	5
555	629	6
630	704	7
705	779	8
780	854	9
855	929	10
930	1004	11

**APPENDIX A-2
RATES OF PAY**

CMHR Pay Scale

Effective April 1, 2013

**Economic
Increase:**

2.00%

Grade	Minimum	Job Rate	Maximum
1	26,020	30,612	32,143
2	30,317	35,667	37,450
3	35,312	41,544	43,621
4	41,495	48,818	51,259
5	48,758	57,362	60,230
6	58,023	68,262	71,675
7	69,046	81,231	85,293
8	83,200	97,882	102,776
9	100,252	117,944	123,841
10	120,805	142,124	149,230
11	145,574	171,263	179,826

Pay Note:

Any incumbents being paid over-range shall receive the negotiated economic increases as a lump-sum payment.

CMHR Pay Scale

April 1, 2014

**Economic
Increase:**

1.75%

Grade	Minimum	Job Rate	Maximum
1	26,476	31,148	32,705
2	30,847	36,291	38,106
3	35,930	42,271	44,385
4	42,221	49,672	52,156
5	49,611	58,366	61,284
6	59,038	69,457	72,930
7	70,255	82,653	86,786
8	84,656	99,595	104,575
9	102,007	120,008	126,008
10	122,919	144,611	151,842
11	148,121	174,260	182,973

Pay Note:

Any incumbents being paid over-range shall receive the negotiated economic increases as a lump-sum payment.

CMHR Pay Scale

April 1, 2015

**Economic
Increase:**

1.50%

Grade	Minimum	Job Rate	Maximum
1	26,873	31,615	33,196
2	31,310	36,835	38,677
3	36,469	42,905	45,050
4	42,854	50,417	52,938
5	50,355	59,241	62,203
6	59,924	70,499	74,024
7	71,309	83,893	88,088
8	85,926	101,089	106,143
9	103,537	121,808	127,898
10	124,763	146,780	154,119
11	150,343	176,874	185,718

Pay Note:

Any incumbents being paid over-range shall receive the negotiated economic increases as a lump-sum payment.

**APPENDIX A-3
ANNUAL MERIT PAY INCREASES**

Merit Increase Matrix				
	Performance Levels	Position in Range		
		Zone 1	Zone 2	Maximum
1	Exceptional	2.5%	2.0%	RM: 4.0%
2	Commendable	2.0%	1.5%	RM: 2.5%
3	Fully Qualified	1.5%	1.0%	RM: 1.5%
4	Developing	1.0%	0.5%	0.0%
5	Unsatisfactory	0.0%	0.0%	0.0%

Zone 1 = 85% to 95% of the Job Rate

Zone 2 = >95% to <105% of the Job Rate

Maximum = at the Maximum of the Range

RM = re-earnable merit payment (one-time lump sum cash payment)

MEMORANDUM OF AGREEMENT

- between -

PUBLIC SERVICE ALLIANCE OF CANADA

- and -

CANADIAN MUSEUM FOR HUMAN RIGHTS

RE: Implementation of Pay Administration Provisions

The Parties agree this memorandum is incorporated into the Collective Agreement.

Placement into the Pay Scales

Incumbents shall be placed in the 2013 pay scale for their respective grades as follows:

- Employees hired prior to January 1, 2011 will receive an increase of 3.03% (1.0% compounded over 3 years) over their current rate of pay, effective April 1, 2013.
- Employees hired on or after January 1, 2011 but prior to January 1, 2012, will receive an increase of 2.01% (1.0% compounded over 2 years) over their current rate of pay, effective April 1, 2013.
- Employees hired on or after January 1, 2012 but prior to January 1, 2013, will receive an increase of 1.0% over their current rate of pay, effective April 1, 2013.
- Employees hired on or after January 1, 2013, will not receive an increase for placement on the 2013 pay scale.

Clarification of Economic Increases for 2013

All employees shall receive an economic increase on April 1, 2013 as shown in Appendix A-2. The parties recognize that certain employees have already received an economic increase of 1.5% on April 1, 2013, which shall be taken into consideration when applying the economic increase on April 1, 2013 as shown in Appendix A-2.

Annual Merit Pay increases

Notwithstanding the annual merit pay increase provisions in Article 23.10, such annual merit pay increases shall only apply effective April 1, 2014.

Under-range Employees

Any employees currently being paid under-range (i.e. less than the minimum pay for their pay range) shall be brought into range prior to applying any other pay increases.

The following protocol forms part of the Memorandum of Settlement, but does not form part of the text of the collective agreement, nor is it incorporated by reference into the collective agreement.

Protocol for Editing the Collective Agreement between the Canadian Museum for Human Rights and the Public Service Alliance of Canada

After ratification of the first collective agreement between the parties, editing of the collective agreement will incorporate the following changes and formats:

1. Numbering of Agreement:

Renumber the Agreement throughout using the following levels:

Article nn
 nn.nn
 (alpha)
 (roman)
 (nn)
 (alpha)

where nn = number, alpha = lowercase letter, roman = lowercase Roman numeral.

2. Referencing: amend all internal references using the formula "Article nn.nn"
3. Name of the Employer: use "Employer" throughout the collective agreement
4. Separate Articles: Split-out Bereavement Leave With Pay, Maternity Leave Without Pay, Parental Leave Without Pay into separate articles
5. Order of Articles: The parties will attempt to agree on an ordering of articles within the collective agreement. Where no agreement is reached the order shall follow the order of appearance in this Memorandum of Settlement.