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COLLECTIVE AGREEMENT

BETWEEN

**THE NATIONAL GALLERY OF CANADA INCLUDING
ITS AFFILIATE THE CANADIAN MUSEUM OF
CONTEMPORARY PHOTOGRAPHY**

RECEIVED
22/10/07

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

1 JULY 2006 – 30 JUNE 2010

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ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the National Gallery of Canada and its employees as represented by the Public Service Alliance of Canada and to set forth certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The above-noted parties to this Agreement share a desire to maintain a high quality of services at the National Gallery of Canada and to promote the well being and increased efficiency of its employees. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Gallery in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

For the purpose of this Agreement:

- (a) "Alliance" means the Union, the Public Service Alliance of Canada.
- (b) "Bargaining unit" means the employees of the Gallery as described in the certificate issued by the Canada Labour Relations Board on January 14, 1994 and amended on March 14, 1994 (CLRB File 590-28) and further amended on October 10, 2001 (Board File 21605-C).
- (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 and paid at the employee's rate of pay on the day immediately prior to the day the leave was taken.
- (d) "Continuous employment" means:
 - (a) For employees hired before July 1st, 1990, all uninterrupted service with the Public Service of Canada up to that date as well as all uninterrupted service with the National Gallery of Canada since;
 - (b) For employees hired on or after July 1st, 1990, all uninterrupted service with the National Gallery of Canada or its affiliate, the Canadian Museum of Contemporary Photography.
 - (c) For on-call employees, employment according to accumulated hours worked (1,956.6 hours equals one year) while on strength.

(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 his or her position other than by reason of the employee being on leave.

(f) "Doubletime" means two (2) times the employee's hourly rate of pay.

(g) "Employee" includes all persons covered by the bargaining unit as specified in Article 7.

(h) "Gallery" means the Employer, the National Gallery of Canada including its affiliate, the Canadian Museum of Contemporary Photography.

(i) "Holiday" means:

(i) the twenty four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;

(ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:

(a) on the day it commenced where half (1/2) or more of the hours fall on that day, or

(b) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

(j) "Lay off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function. The end of an employee's specified period of employment does not constitute a lay-off.

(k) "Leave" means authorized absence from duty.

(l) "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.

(m) "Overtime" means:

(i) in the case of a full time employee, authorized work in excess of the employee's scheduled hours of work; or

(ii) in the case of a part time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee.

(n) "Spouse" means the person the employee is legally married to or the person who, for a continuous period of at least one year, the employee has lived with, publicly represented that person to be his/her spouse and the spousal relationship has been recognized in the community or communities in which they have lived.

(o) "Straight time rate" means the employee's hourly rate of pay.

(p) "Time and one half" means one and one half (1 1/2) times the employee's hourly rate of pay.

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

ARTICLE 3 APPLICATION

3.01 The provisions of this Agreement apply to the Union, the Gallery and the Employees of the bargaining unit.

3.02 Both the English and the French texts of this agreement shall be official.

ARTICLE 4 UNION SECURITY

4.01 All employees covered by this Agreement shall, as a condition of employment become and remain members of the Union in good standing.

ARTICLE 5 PRECEDENCE OF LEGISLATION

5.01 In the event that any law passed by Parliament, applying to employees covered by this Agreement renders any provision null and void, the remaining provisions shall remain in effect for the term of the Agreement.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 Except as provided herein, the Gallery shall continue to have all rights, power and authority to manage its operations and activities, and to direct the work force.

6.02 In administering this agreement, the Gallery shall act in a manner consistent with the agreement as a whole.

ARTICLE 7 RECOGNITION

7.01 The Gallery recognizes the PSAC as the bargaining agent for all employees of the Gallery covered by the certificate issued by the Canada Labour Relations Board dated January 14, 1994 and amended on March 14, 1994 (Board File 590-28) and further amended on October 10, 2001 (Board File 21605-C).

ARTICLE 8 WORK OF THE BARGAINING UNIT

8.01 Employees of the Gallery not covered by the terms of this agreement, will not normally perform work done by the employees covered by this agreement.

8.02 The Gallery may contract out work provided that it does not cause the involuntary termination of indeterminate employees. The Gallery may redeploy an employee or agree on a termination package with the Union to facilitate contracting out, provided, however, that in the case of redeployment the salary is protected in accordance with Article 42.09.

8.03 No employee within the bargaining unit shall be laid-off or have their regular hours reduced by reason of his/her duties being assigned to volunteers or to one or more part-time employees, except with the consent of the employees (job share).

ARTICLE 9 EMPLOYEES' REPRESENTATIVES

9.01 The Gallery acknowledges the right of the Union to appoint or otherwise select a reasonable number of employees as representatives.

9.02 The Alliance shall determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees and the administrative structure implied by the grievance procedure and shall notify the Gallery in writing of the name of these individuals.

9.03 Employee representatives shall obtain permission from their supervisor before leaving their work to carry out the duties of an employees' representative and report back to their supervisor before resuming their duties. Such permission shall not be unreasonably withheld.

9.04 Where practicable, when the Gallery requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

9.05 The Alliance Local will be advised of the names of new employees within ten (10) working days of their starting date.

9.06 The PSAC shall have the opportunity to have **an** employee representative introduced to new employees as part of the Employer's formal orientation program(s).

ARTICLE 10 USE OF GALLERY FACILITIES

10.01 Reasonable space on bulletin boards in convenient locations and electronic means of communication will be made available to the PSAC for the posting of official PSAC notices; other material shall require the prior approval of the Employer, except notices relating to the business affairs of the PSAC Local.

10.02 The Gallery will continue to make available to the Local Representatives of the Union specific locations on its premises for the placement of literature and continue to provide the use of office space.

10.03 The Union shall provide a written list of the duly accredited Union representatives and the Gallery shall permit these named individuals access to the Gallery's premises to assist in the resolution of a complaint or a grievance or to attend meetings called by management.

10.04 The Gallery agrees to continue to provide the platform for an electronic bulletin board to the Executive of the Union Local.

ARTICLE 11 CHECK OFF

11.01 The Gallery will deduct an amount equal to the monthly membership dues, provided in writing by the Union, from the pay of all employees in the bargaining unit. Deductions will start with the first full calendar month of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to allow for the deductions, the Gallery shall not be obligated to make such deductions from subsequent salary.

11.02 The deductions will be remitted to the Comptroller of the Union within a reasonable period of time after deductions are made and be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

11.03 The Gallery agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

11.04 No union organization, other than the Union, shall be permitted to have membership dues deducted by the Gallery from the pay of employees in the bargaining unit.

11.05 The Union agrees to indemnify and save the Gallery 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 Gallery limited to the amount actually involved in the error.

ARTICLE 12 INFORMATION

12.01 The Gallery agrees to provide the Union Local with a monthly list of all employees in the bargaining unit. This list will include the name, classification level, location and employment status of the employees and the changes made from the previous list with the reasons.

12.02 The printing and distribution of the collective agreement will be the responsibility of the Gallery.

12.03 The Employer agrees to supply each employee, including new employees, with a copy of this Agreement.

ARTICLE 13 EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

13.01 If employees, required to perform their duties outside the Gallery's premises, are prevented from performing them because of a strike or a lock-out on the assigned premises, the employees shall advise their manager without delay and the Gallery will make reasonable efforts to solve the problem so that these employees shall receive their regular pay and benefits to which the employee would normally be entitled.

ARTICLE 14 OUTSIDE EMPLOYMENT/POLITICAL ACTIVITIES

14.01 Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Gallery unless the work being performed is in an area that could represent a conflict of interest. In such case, the employee will complete the Conflict of Interest Questionnaire and obtain the approval of the Director prior to engaging in the activity.

14.02 The Gallery shall place no restriction on the rights of employees to participate in the political process, run for political office or campaign for the candidate of their choice on their own time or on authorized leave.

ARTICLE 15

LEAVE FOR ALLIANCE BUSINESS

15.01 Leave With Pay for Union Business

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

- (a) an employee when called as a witness for or who is a party to hearings in front of the Canada Industrial Relations Board or an Arbitration Board or a Conciliation Board;
- (b) to a reasonable number of Union representatives to attend preparatory and contract negotiation meetings for a maximum of thirty (30) working days in total.

15.02 Leave Without Pay for Union Business

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

- (a) an employee who represents the Union in hearing in front of the Canada Industrial Relations Board or a Conciliation Board or an Arbitration Board;
- (b) to a reasonable number of Union representatives for attending preparatory and contract negotiation meetings, meetings or conventions of the Union, the Canadian Labour Congress, the Ontario/Quebec Federation of Labour or to undertake training related to the duties of a representative;
- (c) to one employee elected to a full-time office of the Union. The duration of such leave shall not exceed the first term of office;
- (d) to one employee to work for the Union for a maximum of one (1) year.

15.03 Leave Without Pay For Full-Time Elected Officers

- (a) The Employer will grant leave without pay, in accordance with Article 35, to an employee elected or appointed to a full-time office of the PSAC or the Component. The duration of such leave shall be for the period the employee holds such office.
- (b) An employee who returns to work after a period of leave without pay granted under clause (a) shall have time spent on such leave without pay deducted from continuous employment for the purpose of calculating severance pay and seniority

if the leave is for a period of more than three (3) months. Time spent on such leave shall not be counted for pay increment purposes. However, time spent on such leave shall count towards years of service for the purpose of the calculation of vacation leave entitlements.

(c) An employee granted leave without pay under clause (a) shall be reinstated to the position or a similar position he/she held when the leave commenced. This shall, at a minimum, include group/level, classification and rate of pay for the position the employee held when the leave commenced.

(d) If, during this leave, the employee's position is eliminated, the employee will, at this time, be treated as if the employee were still working in the same position and same salary prior to the leave. The employee shall be entitled to all the rights contained in the collective agreement.

ARTICLE 16 STRIKES/LOCKOUTS

16.01 There shall be no strikes or lockouts during the life of the Agreement.

ARTICLE 17 NO DISCRIMINATION/NO HARASSMENT

17.01 The parties acknowledge that, in the work place, there shall be no discrimination, interference, restriction, coercion, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, marital status, sex, sexual orientation, family status, mental or physical disability, political affiliation, a criminal record for which a pardon has been granted or membership/activity in the Union.

17.02 The parties recognize the right of employees to work in an environment free from sexual and personal harassment and the Gallery undertakes to ensure that sexual and personal harassment will not be tolerated in the work place.

17.03 The parties acknowledge that in the event of ambiguity in wording or conflict between Articles, the interpretation which best promotes the elimination of direct or adverse effect discrimination is to be adopted.

17.04 Harassment refers to actions that are unwelcome whether they be verbal, written, or physical and which prejudice an employee's job security, undermine an employee's job performance or create a negative psychological or emotional state for an employee.

17.05 Those acts which constitute harassment, may include, for the purposes of clarity but without limitation:

- Unsolicited physical contact, pushing, grabbing or other touching;
- Comments and/or suggestions which might reasonably be found by the complainant to be unwelcome, objectionable, offensive or to cause discomfort on the job;
- Persistent sexual or unfriendly propositions;
- Insults or taunting based on any of the grounds cited in clause 17.01 or that are personal in nature;
- Verbal abuse or threats which negatively influence a person's career or ability to carry out his/her responsibilities.

17.06 Normal social contact between people based on mutual consent does not for these purposes constitute harassment. Lodging a harassment complaint is not, in and of itself, considered harassment.

17.07 In the event of a complaint under this Article, the Gallery agrees to follow the process described in the "No discrimination/No Harassment Policy". The ability of the complainant to address his/her complaint on the same matter through the grievance process, as outlined in Article 49 is not restricted by the filing of a complaint under the "Policy on Harassment in the Workplace",

17.08 Internal problem solving should be undertaken, if appropriate, with the assistance of the Coordinators appointed by the Gallery. However, upon mutual consent, the parties may appoint an independent fact-finder, the cost of which will be covered by the Gallery and who will act in accordance with the terms of reference mutually accepted by the parties.

17.09 The filing of a harassment complaint will not prejudice the job security or promotional opportunities of the complainant.

17.10 Upon mutual consent of the parties, the matter may be referred to a mediator acceptable to the Gallery and the Union who will recommend appropriate remedies. The Gallery shall pay the full cost of the remuneration and expenses of the mediator.

ARTICLE 18 LEAVE GENERAL

18.01 Notwithstanding the definition of continuous employment in Article 2 (d) of this agreement, for leave purposes, continuous employment for those employees who were on staff on July 1st, 1990, begins with their service with the Public Service of Canada, either continuous or discontinuous.

18.02 The amount of leave with pay, earned but unused, credited to an employee by the Gallery at the time when this Agreement is signed, or at the time that the employee becomes subject to this Agreement, shall be retained by the employee.

18.03 Except as otherwise specified in this Agreement, the following is applicable to Articles 25, 26 and 27:

- (a) where leave without pay for a period in excess of three (3) months is granted to **an** employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave;
- (b) time spent on such leave, which is for a period of more than three (3) months, shall not be counted for service pay increase purposes.

18.04 For the purposes of this Article, the year shall be from April 1st to March 31 inclusively and an employee is entitled, once in each fiscal year, to be informed of the balance of vacation and sick leave credits when requested in writing.

18.05 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.

18.06 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, nor is an employee entitled to leave with pay during periods they are on leave without pay or under suspension.

18.07 For each leave request, with or without pay, the employee must complete the appropriate form.

18.08 In the event of termination of employment for reasons other than death or layoff, the Gallery shall recover from any monies owed to the employee an amount equivalent to unearned vacation and sick leave taken by the employee.

ARTICLE 19

DESIGNATED PAID HOLIDAYS

19.01 The following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) Thanksgiving Day,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) the first Monday in August, and
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

19.02 An employee absent without pay on both his or her full working day immediately preceding and 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 for Union business.

19.03 When a designated holiday 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.

19.04 Where operational requirements permit, the Gallery shall not schedule an employee to work on both December 25 and January 1st in the same holiday season.

ARTICLE 20

VACATION LEAVE WITH PAY

20.01 Employees are entitled to vacation leave with pay to the extent of their earned credits; but ~~an~~ an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the current vacation year.

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

- (a) 9.375 hours until the month in which the anniversary of the employee's fifth (5th) year of continuous employment occurs;

(b) 12.5 hours commencing with the month in which the employee's fifth (5th) anniversary of continuous employment occurs;

(c) 15.625 hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;

(d) 18.750 hours commencing with the month in which the employee's twenty-eight (28th) anniversary of service occurs;

20.03 All the vacation leave should be taken during the vacation year in which it is earned. Where in any vacation year employees have not been granted all of the vacation leave credited to them, the unused portion of vacation leave shall be carried over into the following vacation year. Carry-over beyond one year will be allowed only under extraordinary circumstances.

20.04 Subject to operational requirements, the Gallery shall make every reasonable effort to schedule the vacation leave in a manner acceptable to the employee.

20.05 The Gallery shall make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave.

20.06 The Gallery shall give an employee as much notice as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation leave and shall do so in writing.

20.07 Where an employee is granted bereavement leave, leave with pay because of illness in the immediate family or sick leave on production of a medical certificate, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Gallery, or reinstated for use at a later date.

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

20.09 Where, during any period of vacation leave with pay, the employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Gallery, which the employee incurs in proceeding to the employee's place of duty and 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 account as required by the Gallery.

20.10 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid the earned but unused vacation with pay to the employee's credit. In the event of termination of employment for reasons other than death or layoff, the Gallery shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee.

20.11 Notwithstanding the above, employees whose employment are terminated due to a declaration that they have abandoned their position is entitled to receive the payment of earned but unused vacation with pay if the employee's requests it within six (6) months following the date upon which the employee's employment is ended.

ARTICLE 21

SICK/INJURY ON DUTY LEAVE WITH PAY

21.01 An employee shall earn sick leave credits at the rate of nine point three seven five (9.375) hours for each calendar month for which the employee receives pay for at least ten (10) days. 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.

21.02 Employees shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury if the employee satisfies the Gallery of this condition in such a manner and at such a time as may be determined by the Gallery and has the necessary sick leave credits.

21.03 Unless otherwise informed by the Gallery, a statement signed by the employee stating that because of illness or injury they were unable to perform their duties, shall be considered as meeting the requirements, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely based on statements signed by the employee.

21.04 When **an** employee has insufficient or no credits to cover the granting of sick leave with pay, sick leave with pay may, at the discretion of the Gallery, be granted to an employee for a period of up to twenty five (25) days if a decision on an application for injury on duty leave is being awaited or for a period of up to fifteen (15) days in all other cases, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

21.05 When an employee is granted sick leave with pay and injury on duty leave is subsequently approved for the same period, the sick leave credits will be reinstated.

21.06 Sick leave credits earned but unused by an employee during a previous period of employment in the Gallery shall be restored to **an** employee whose employment was terminated because of layoff who is reappointed in the Gallery within one (1) year from the date of layoff.

21.07 The Gallery agrees that **an** employee released from employment for incapacity because of ill health shall not be released at a date earlier than the date at which the employee will have used his or her accumulated sick leave credits.

21.08 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 Gallery or reinstated for use at a later date.

21.09 Injury on Duty Leave

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

- a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct; or,
- b) an industrial illness or a disease arising out of and in the course of the employee's employment.

ARTICLE 22 SPOUSAL UNION LEAVE

22.01 After the completion of one (1) year's continuous employment and providing an employee gives the Gallery at least five (5) days' notice, the employee shall be granted five (5) days' leave with pay for the purpose of getting married or for declaring spousal union.

22.02 The employee will provide either a marriage certificate or a sworn affidavit certifying to the spousal union for the purpose of crediting the employee with the five days leave with pay.

22.03 **An** employee shall not be granted more than the aggregate of 10 working days during the employee's career at the Gallery for this purpose.

22.04 For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of this leave, an amount equal to the amount paid to the employee during the period of leave will be recovered by the Gallery from any monies owed the employee.

ARTICLE 23
BEREAVEMENT LEAVE

23.01 For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, child (including child of spouse), stepchild or ward of the employee, child adopted through Aboriginal Custom practices, grandparent, grandchild, father in law, mother in law, and any relative permanently residing in the employee's household or with whom the employee permanently resides, and anyone for whom the employee holds a legally executed "Power of Attorney".

23.02 When a member of the employee's immediate family dies, an employee shall be entitled to bereavement leave with pay of five (5) days taken within one month of the death. An employee shall be entitled to a maximum of two (2) days bereavement leave for his/her grandparent. In addition, the employee may be granted up to three (3) days' leave with pay for travel related to the death.

23.03 The five (5) days granted in 23.02 may be taken in two (2) separate periods.

23.04 Employees are entitled to one (1) day's bereavement leave with pay for the purpose related to the death of their grandparent, son in law, daughter in law, brother in law or sister in law.

23.05 The parties recognize that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request the Gallery may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for or, at its discretion, grant leave with pay following the death of a person not included in the above noted definitions.

23.06 If during a period of another type of leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay, the employee shall be granted bereavement leave with pay and their leave credits shall be restored to the extent of the bereavement leave with pay granted.

ARTICLE 24
MATERNITY/PARENTAL LEAVE WITHOUT PAY

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

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

(a) give at least four weeks notice in writing to the Gallery unless there is a valid reason why that notice cannot be given;

(b) inform the Gallery in writing of the length of leave intended to be taken; and

(c) give at least four weeks notice in writing to the Gallery of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

24.03 An employee requesting leave under the provisions of this clause will be provided with a copy of the Section under Part III of the Canada Labour Code pertaining to Reassignment, Maternity Leave and Parental Leave.

Maternity Leave

24.04 A pregnant employee is entitled to and shall be granted Maternity Leave Without Pay before, on or after the termination date of the pregnancy to and ending not later than seventeen (17) weeks for Employment Insurance (EI) benefit recipients after the termination date of her pregnancy or Quebec Parental Insurance Plan (QPIP) benefit recipients the option of a basic plan (18 weeks) or a special plan (15 weeks). At its discretion, the Gallery may require an employee to submit a medical certificate certifying pregnancy.

24.05 Where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined above, the period of maternity leave without pay therein defined may be extended beyond the date falling seventeen (17) weeks for EI benefit recipients or for QPIP benefit recipients the option of a basic plan (18 weeks) or a special plan (15 weeks) after the date of birth of the child by a period equal to the period during which the child is hospitalized.

24.06 Where the employee has proceeded on maternity leave without pay and then returns to work during all, or part of, the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over, and remain on maternity leave without pay to the extent provided for above.

24.07 An employee who has not commenced maternity leave without pay may elect to:

(a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates; and

(b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

Maternity Leave Allowance

24.08 An employee who agrees to return to work for a period of at least six (6) months and who provides the Gallery with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to Employment Insurance Act or the Quebec Parental Insurance Plan, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan as follows:

- (a) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay; and
- (b) up to fifteen (15) weeks for EI benefit recipients or for QPIP benefit recipients the option of a basic plan (18 weeks) or a special plan (15 weeks), payment equivalent to the difference between the EI benefits or QPIP benefits and ninety-three percent (93%) of her weekly rate of pay.

Parental leave

24.09 a) Subject to clause 24.11 where an employee has or will have the actual care and custody of a new-born child the employee shall, upon request, be granted parental leave without pay for up to thirty-five (35) weeks for EI recipients or the option of a basic plan (32 weeks) or for QPIP benefit recipients a special plan (25 weeks) in the fifty-two (52) week period beginning on the day on which the child is born.

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 up to thirty-seven (37) weeks in the fifty-two week period beginning on the day on which the child comes into the employee's care for EI recipients or for QPIP benefit recipients the option of a basic plan (37 weeks) or a special plan (28 weeks).

c) Subject to clause 24.11, under the QPIP plan, where an employee will have the actual care and custody of a new-born child the employee shall, upon request, be granted paternity leave without pay for up to five (5) weeks.

Parental Leave allowance

24.10 Employees who agree to return to work for a period of at least (6) six-months and who provide the Gallery with proof that they have applied for and are eligible to receive employment insurance benefits under the Employment Insurance Act or the Quebec Parental Insurance Plan shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan as follows:

- a) up to a maximum of thirty-five (35) weeks' payment for EI recipients or the option of a basic plan (32 weeks) or for QPIP benefit recipients a special plan

(25 weeks) equivalent to the difference between the EI benefits or QPIP benefits employees are eligible to receive and ninety-three percent (93%) of their weekly rate of pay.

b) Subject to clause 24.11, where an employee who will have the actual care and custody of a new-born child, up to five (5) weeks for a QPIP benefit recipient equivalent to the difference between the QPIP benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay.

c) Where an employee has received the full eighteen (18) weeks (basic plan) of maternity benefit or fifteen (15) weeks (special plan) and the full thirty-two (32) weeks (basic plan) or 25 weeks (special plan) of parental benefit under the QPIP and thereafter remains on parental leave without pay, she/he is eligible to receive a further parental allowance for a period of two (2) weeks, at ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies received during this period.

General

24.11 The maximum aggregate of combined maternity and parental allowances that may be granted or paid to a couple employed at the NGC in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks regardless of whether the employee receives EI benefits or QPIP benefits.

24.12 For full-time employees, the weekly rate of pay referred to shall be the weekly rate of pay to which they are entitled to on the day immediately preceding the commencement of the leave.

24.13 For a part-time employee the weekly rate of pay shall be the full-time weekly rate of pay multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work.

24.14 Where an employee becomes eligible for an annual increment or economic adjustment during the period of leave, payments of the allowance shall be adjusted accordingly.

24.15 (i) Should the employee fail to return to work for reasons other than death, lay off or disability or returns but fails to work for the total period specified in 24.08 and 24.10, the employee recognizes that they are indebted to the Gallery and the following applies to determine the amount owed:

(Allowance received) X (remaining period in full months to be worked following the return to work)

Total period to be worked in full months only as specified in 24.08 and 24.10.

(ii) Should any portion of the Supplementary Employment Benefits Plan (SEBP) debt under Article 24 be unpaid, the NGC, will withhold monies owed to the employee. The employee remains indebted to the NGC for any balance owing up to an amount sufficient to fulfill the debt.

24.16 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 purposes of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

24.17 **An** employee granted Leave Without Pay under the provisions of this Article, shall be entitled to return to the same position to which the employee was appointed on the last day of work immediately prior to the commencement of maternity/parental leave.

24.18 When an employee is returning to work from the above-noted leave and subject to operations requirements, the Gallery agrees to consider, should the employee so request, a return to work involving but not limited to, part-time work including job-sharing (according to MOU dated November 21, 2003) or variable hours of work to provide the employee with a more flexible work arrangement. Such request shall not be unreasonably denied.

ARTICLE 25

LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF IMMEDIATE FAMILY

25.01 For the purpose of this Article, immediate family is defined as spouse residing with the employee, children (including foster children or children of spouse), parents (including stepparents or foster parents) or any relative permanently residing in the employee’s household or for whom the employee has caregiving responsibility.

25.02 Subject to operational requirements, an employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:

(i) an employee shall notify the Gallery in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave; unless because of an urgent or unforeseeable circumstance such notice cannot be given;

(ii) leave granted under this clause shall be for a minimum period of four (4) weeks;

(iii) the total leave granted under this clause shall not exceed three (3) years during an employee's total period of employment with the Gallery.

25.03 Time spent on such leave shall not be counted for pay increment purposes.

25.04 When an employee is returning to work from the above-noted leave and subject to operational requirements, the Gallery agrees to consider, should the employee so request, a return to work involving but not limited to, part-time work, job-sharing (as per Memorandum of Understanding dated November 21, 2003) or variable hours of work to provide the employee with a more flexible work arrangement. Such requests shall not be unreasonably denied.

25.05 Compassionate Care Leave (without pay)

Upon written request, an employee with six (6) months employment shall be granted leave without pay for a period of up to eight (8) weeks for compassionate care leave. The purpose of the leave is to provide care or support to a family member, or someone who considers you like a family member, who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

The employee must provide proof that she/he has applied for and is eligible to receive Employment Insurance benefits during this period of leave.

Note: Common-law partner means a person who has been living in a conjugal relationship with that person for at least a year.

Family members	
You can receive compassionate care benefits to care for your:	Or to care for the following family members of your spouse or common-law partner
Child	Child
Wife/husband or common-law partner	
Father or mother	Father or mother either married or common-law
Father's wife or mother's husband	
The common-law partner of your father or mother	
Brothers or sisters and stepbrothers and stepsisters	Brothers or sisters and stepbrothers and stepsisters
Grandparents and step grandparents	Grandparents
Grandchildren and their spouse or common-law partner	Grandchildren

Family members	
You can receive compassionate care benefits to care for your:	Or to care for the following family members of your spouse or common-law partner
Son-in-law and daughter-in-law, either married or common-law	Son-in-law and daughter-in-law, either married or common-law
Father-in-law and mother-in-law, either married or common-law	
Brother-in-law and sister-in-law, either married or common-law	
Uncle and aunt and their spouse or common-law partner	Uncle and aunt
Nephew and niece and their spouse or common-law partner	Nephew and niece
Current or former foster parents	Current or former foster parents
Current or former foster children and their spouse or common-law partner	
Current or former wards	Current or former wards
Current or former guardians or tutors and their spouse or common-law partner	

You can also receive compassionate care benefits to care for a gravely ill person who considers you like a family member. For instance a close friend or neighbour. A signed "Compassionate Care Benefits Attestation" is required from the gravely ill person or their representative.

ARTICLE 26 PERSONAL/VOLUNTEER LEAVE

Leave without pay for personal needs:

26.01 Subject to operational requirements leave without pay for personal needs will be granted:

- a) for a period of up to three days; or
- b) for a period of four (4) days and up to three (3) months; or
- c) for a period of more than three (3) months but not exceeding one (1) year.

26.02 An employee is entitled to leave without pay for personal needs up to three (3) times under (b) and once under (c) of this Article during the employee's total period of employment in the Gallery.

Leave with pay for personal needs and volunteer activity:

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

26.04 The Gallery shall provide approval or denial of the leave request in writing.

ARTICLE 27
LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

27.01 At the request of an employee, leave without pay for a period of up to three (3) years shall be granted to an employee whose spouse is relocated.

27.02 Leave request granted under this Article will not exceed an aggregate total of three (3) years during an employee's total period of employment with the Gallery and each leave request shall cover a minimum of nine (9) months.

ARTICLE 28
LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES

28.01 For the purpose of this clause, family is defined as spouse residing with the employee, dependent children (including children of spouse and foster children), parents (including stepparents or foster parents), mother-in-law, father-in-law or any relative permanently residing in the employee's household or with whom the employee permanently resides, and any person for which the employee holds a legally executed Power of Attorney.

28.02 The Gallery shall grant leave with pay under the following circumstances:

(a) up to one half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize their absence from work;

(b) up to three (3) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;

(c) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

28.03 The total leave with pay that may be granted under this Article shall not exceed five (5) days in a fiscal year.

ARTICLE 29 COURT LEAVE

29.01 The Gallery shall grant leave with pay to an employee for the period of time is required to be available for jury selection, to serve on a jury, by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a court of justice or any committee thereof authorized by law to compel the attendance of witnesses before it or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

29.02 The employee shall be required to remit to the Gallery any fees received for the fulfilment of these duties.

ARTICLE 30 LEAVE FOR RELIGIOUS ACCOMMODATION

30.01 At the employee's request and subject to operational requirements, the Gallery shall accommodate an employee who requests leave for religious holidays by granting up to three (3) days under either of the following:

- (a) leave without pay,
- (b) compensatory leave,
- (c) vacation leave;
- (d) a combination of the above; or
- (e) any other reasonable arrangements acceptable to both the employee and the Gallery.

30.02 The accommodation covered in this Article shall, at no time, cause additional cost to the Gallery nor will it contravene any terms of this collective agreement without the written consent of the Alliance.

ARTICLE 31 EDUCATION LEAVE/PROFESSIONAL DEVELOPMENT ACTIVITIES

Education Leave

31.01 The Gallery recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Gallery, an employee 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 to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Gallery requires or is planning to provide.

31.02 At the Gallery's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Gallery, to be relevant to organizational requirements. 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.

31.03 As a condition of the granting of education leave without pay, an employee shall give a written undertaking prior to the commencement of the leave to return to the service of the Gallery for a period of not less than the period of the leave granted. If the employee fails to complete the course, does not resume employment with the Gallery on completion of the course, or ceases to be employed, except by reason of death or lay off, before termination of the period they have undertaken to serve after completion of the course, the employee shall repay the Gallery all allowances paid to the employee under this Article during the education leave or such lesser sum as shall be determined by the Gallery.

31.04 An employee granted leave under the provisions of this Article, shall be entitled to return to the same position, at the same classification level to which the employee was appointed on the last day of work immediately prior to the commencement of the Education Leave. Subject to operational requirements, requests for Education Leave shall not be unreasonably denied.

Professional Development Activities

31.05 The Gallery will give employees the opportunity, on occasion, to participate in courses given either by the Gallery or by a recognized academic institution, conferences, seminars, conventions or other similar activities to keep up to date with knowledge and skills in their respective fields or to enhance the relevant subject knowledge or the technical expertise of the employee.

31.06 An employee may apply at any time for professional development under this clause and the Gallery may accept the application of an employee subject to operational and budget constraints.

31.07 Employees selected for professional development under this Article will continue to receive their normal compensation, including any increase for which they may become eligible and will be reimbursed for all reasonable travel and other expenses incurred that the Gallery may deem appropriate.

31.08 The employee shall receive no compensation under the Overtime provision during time spent on professional development activities.

31.09 Notwithstanding clause .07, if the Gallery specifically requests an employee to attend a professional development activity which would require overtime compensation, the overtime provision of the agreement will apply if the request has been approved by Human Resources in advance.

31.10 The employer shall determine the language requirements for a position. If the language Requirement of a position is changed to bilingual, the incumbent shall be offered training for a reasonable period of time to provide the employee the opportunity to meet the new language requirements. The period may be extended due to circumstances beyond the employee's control.

ARTICLE 32 EXAMINATION LEAVE WITH PAY

32.01 At the Gallery's discretion, examination leave with pay may be granted to an employee to write an examination that takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Gallery, the course of study is directly related to the employee's duties or will improve their qualifications.

ARTICLE 33 SELF-FUNDED LEAVE

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

- (a) Leave granted under this clause shall be for a minimum of six (6) months and a maximum of twelve (12) months during an employee's total period of employment;
- (b) A portion of the employee's salary up to a thirty-three and one third percent (33 1/3%) will be deferred to fund the period of leave of absence;
- (c) The amounts deferred for the employee under this arrangement will be held in trust in one or the other of the two approved Financial Institutions of the employee's choice; and
- (d) The employee agrees to return to their position with the Gallery after the leave of absence for a period that is not less than the period of their leave of absence.

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

**ARTICLE 34
OTHER LEAVE WITH PAY**

34.01 At its discretion, the Gallery may grant leave with pay for purposes or amounts other than those specified in this Agreement when circumstances prevent the employee from reporting for duty. Such leave shall not be unreasonably withheld.

**ARTICLE 35
OTHER LEAVE WITHOUT PAY**

35.01 At its discretion, the Gallery may grant leave without pay for purposes other than those specified or in addition to those provided for in this Agreement.

**ARTICLE 36
PART TIME EMPLOYEES**

36.01 Part time employee means a person whose normal hours of work are less than those established in the Hours of Work Article of the Agreement.

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

36.03 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 for a full-time employee.

36.04 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 and one half hours.

36.05 Leave will only be provided during those periods in which employees are scheduled to perform their duties; or where it may displace other leave.

36.06 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. When he/she is required to work on a day which is prescribed as a designated paid holiday for a full time employee, the employee shall be paid at time and one half (1 ½) of the straight time rate of pay for all hours worked up to the regular daily scheduled hours of work and double time (2) thereafter.

36.07 When a part time employee meets the requirements to receive reporting pay or call-back pay and is entitled to receive a minimum payment reports for work as directed on a day which is prescribed as a designated paid holiday for a full time employee, they shall be paid the actual time worked or a minimum payment of four (4) hours pay at straight-time rates whichever is the greatest.

36.08 Overtime

Overtime means authorized work performed in excess of the normal daily or weekly hours of work of a full time employee, but does not include time worked on a holiday. A part time employee who is required to work overtime shall be paid in accordance with Article 39 - Overtime.

36.09 Bereavement Leave

There shall be no prorating of a "day" in Article 23 - Bereavement Leave.

36.10 Vacation Leave

A part time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in the vacation leave entitlement clause specified, prorated and calculated as follows:

- (a) when the entitlement is 9.375 hours a month, one quarter of the hours in the employee's work week per month;
- (b) when the entitlement is 12.500 hours a month, one third of the hours in the employee's work week per month;
- (c) when the entitlement is 15.625 hours a month, five-twelfths of the hours in the employee's work week per month; and
- (c) when the entitlement is 18.750 hours a month, one half of the hours in the employee's work week per month.

36.11 Sick Leave

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

36.12 For the purposes of administration of sick leave and vacation leave, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight time rate calculated on a monthly basis. 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.

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

ARTICLE 37 ON-CALL EMPLOYEES

The following articles are applicable to on-call employees: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.01 (a) when scheduled, 16, 17, 25, 26.01, 26.02, 27, 30, 31, 35, 39, 40, 41, 42.01, 42.02, 42.03, 42.04, 42.06, 42.07, 42.08, 42.09, 42.10, 42.11, 42.12, 42.13, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 56, 57, 58, Appendix "A" Salary, "D" Job Evaluation, "E" Educator Guide, "G" Telework, Letter of Intent - Mobility Rights.

37.01 On-call employees are defined as employees who work on an as required basis with no fixed scheduled hours.

37.02 On-call employees are entitled to a percentage in lieu of certain benefits as follows:

Vacation Leave

- a) On-call employees shall earn vacation leave credits as outlined in Clause 20.02, on a pro-rated basis, and paid as a percentage of gross earnings each pay as follows:
 - a. 6% until the month in which the anniversary of the employee's 5th year of continuous employment occurs;
 - b. 8% commencing with the month in which the employee's fifth (5th) anniversary of continuous employment occurs;
 - c. 9.5% commencing with the month in which the employee's sixteenth (16th) anniversary of continuous employment occurs;
 - d. 11% commencing with the month in which the employee's twenty-eighth (28th) anniversary of continuous employment occurs.
- b) The years of service rate applicable to each employee will be in accordance with continuous employment as defined in Article 2 (d) (c) of the Collective Agreement.

Sick Leave

On-call employees shall be paid 6% of all gross earnings on each pay in lieu of paid sick leave.

Statutory Holidays

- a) An on-call employee shall not be paid for designated holidays but shall instead be paid four and one-quarter (4 ¼ %) for all straight time hours worked.
- b) When an on-call employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 19.01, the employee shall be paid at time and one-half (1 ½) of the straight-time rate of pay for all hours worked up to seven and one-half (7 ½) or twelve (12) hours for employees on continuous rotation, and double time (2T) thereafter, in accordance with clause 39.05 (b).

37.03 Overtime

Overtime means authorized work performed in excess of the normal daily or weekly hours of work of a full-time employee. An on-call employee who is required to work overtime shall be paid in accordance with Article 39 – Overtime.

37.04 Service Pay Increase

- a) A service pay increase will be paid to an on-call employee after each year of continuous employment as defined by article 2 (d)(c) if the employee has not reached the maximum. If in any given year, the full percentage of the service pay increase cannot be applied because the employee's salary will reach the maximum, the difference will be paid as a lump sum.
- b) Up to the mid-point of the new salary scales in Appendix "A", such increases will be automatic each year of continuous employment as defined by article 2 (d)(c). After mid-point, if an employee is advised that they are in receipt of an appraisal lower than satisfactory, they shall not receive a service pay increase for that year. Otherwise, the service pay increases shall be automatically paid.
- c) On the effective date of the increase, the employee will receive an increase on the base salary of:

i.	From July 1st/2006 to June 30/2007	2.5%
ii.	From July 1st/2007 to June 30/2008	2.5%
iii.	From July 1st/2008 to June 30/2009	2.5%
iv.	From July 1 st /2009 to June 30/2010	2.5%

ARTICLE 38 HOURS OF WORK

38.01 For this Article, a week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday. The day is a twenty four (24) hour period commencing at 00:00 hours.

38.02 The normal work week shall be thirty-seven and one-half (37 ½) hours spread over five (5) consecutive days a week. The normal work day shall be seven and one half (7 ½)) between the hours of 6 am and 8 pm, exclusive of a lunch period of up to one hour.

38.03 For office workers and others not involved in serving the public, the normal work week shall be from Monday to Friday and the normal day of seven and one half (7 ½) hours shall be between the hours of 7 am and 6 pm.

38.04 The Gallery will provide two (2) rest periods of fifteen (15) minutes per full working day, to be taken as close as possible to the middle of each half day.

38.05 Except in exceptional circumstances when operational requirements do not permit, the Gallery will provide two (2) consecutive days of rest per week.

38.06 Employees shall be informed in writing of their scheduled hours of work and of any change to their schedule.

38.07 Where the normal work week, or scheduled hours, need to be changed so that they are different from those specified in 38.02 or 38.03 above, the Gallery, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public or the efficient operation of the Gallery.

38.08 Subject to operational requirements an employee shall have the right to select and request flexible hours between 7 am and 6 pm and such request shall not be unreasonably denied.

38.09 Notwithstanding the above, an employee may complete the weekly hours of employment in a period of other than five (5) full days **if** over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty seven and one half (37 ½) hours per week. In every fourteen (14), twenty-one (21) twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

38.10 The implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall it be deemed to prohibit the right of the Gallery to schedule any hours of work permitted by the terms of this Agreement.

Employees on continuous rotational basis

38.11 For employees of Security Services on a continuous rotational basis (Security Officers and Duty Officers) required to provide twenty-four (24) hour coverage, the scheduled hours will be an average of forty (40) hours per week and twelve (12) hours per day, exclusive of meal period (meals are taken without interrupting work or without salary loss) calculated over a six (6) week period with the applicable days off. This scheduling will apply to all Security Officers and Duty Officers.

38.12 The Gallery shall schedule two (2) rest periods of fifteen (15) minutes each during each shift.

38.13 Subject to operational requirements, no employee shall be required to work more than five (5) hours without a minimum of thirty (30) minutes for a meal.

38.14 The two normal scheduled shifts will be from 7 am to 7 pm and from 7 pm to 7 am.

38.15 The Gallery will make every reasonable effort not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift and to avoid excessive fluctuation in hours of work.

38.16 Schedules of hours of work shall be posted at least fifteen (15) calendar days in advance of the starting date of the new schedule, and the Gallery shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days.

38.17 The staffing, preparation, posting, and administration of the shift schedules are the responsibility of the Gallery.

38.18 An employee whose scheduled hours of work are changed without five (5) days' written notice shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 ½). 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 Gallery to ensure that the employee returns to his/her original shift schedule.

38.19 There shall be no pro-rating of a "day" in Article 23 - Bereavement Leave.

Extra Hours for Part-time Employees who are Members of the Bargaining Unit

38.20 To enhance the opportunities for part-time employees to work available additional hours, hours available in a particular department shall be first offered to available qualified part-time employees.

38.21 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 willing qualified employees.

38.22 Should hours remain to be filled after consideration of part-time employees, these hours shall be offered to available full-time employees.

38.23 Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work.

ARTICLE 39 OVERTIME

39.01 Overtime means work in excess of the daily or weekly hours of work for a full-time employee.

39.02 Subject to operational requirements, the Gallery shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified candidates.

39.03 Except in case of emergency, the Gallery shall, whenever possible, give at least six (6) hours' notice of any requirement for overtime work.

39.04 An employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked when the overtime is authorized in advance by the Gallery and when the employee does not control the duration of the overtime work.

39.05 Unless the employee requests compensatory leave in lieu of money, overtime shall be compensated in cash at the following rates:

(a) an employee who is required to work overtime on his/her scheduled work day is entitled to compensation at time and one half (1 ½) for the first six (6) hours. All continuous overtime hours in excess shall be paid at double time;

(b) an employee who is required to work on a designated holiday shall be paid time and one half (1 ½) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday;

(c) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 ½) for the first seven and one-half (7 ½) hours or the first twelve (12) hours for employees on continuous rotational basis and double (2) time thereafter;

(d) ~~an~~ employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time.

39.06 Payments of overtime shall be made within the month following receipt of the claim.

39.07 If an employee reports for work after being given instructions before the termination of the employee's work shift, or at any earlier time of day, to work overtime at a specified time on a regular working day for a period which is not contiguous to the employee's scheduled shift, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.

39.08 When an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of, compensation at the applicable overtime rate or compensation equivalent to four (4) hours pay at the applicable overtime rate of pay.

Travelling time

39.09 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

39.10 When an employee is required to travel outside the National Capital Region on business, the time of departure and the means of such travel shall be determined by the Gallery and the employee will be compensated for travel time in accordance with clauses 39.11 and 39.12. Travelling time shall include time necessarily spent at each stop over en route provided such stop over is not longer than three (3) hours.

39.11 For the purposes of this Article, the travelling time for which an employee shall be compensated is as follows:

(a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Gallery;

(b) For travel by private means of transportation, the normal time as determined by the Gallery, 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.

39.12 In the event that an alternate time of departure or means of travel is requested by the employee, the Gallery 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.

39.13 If an employee is required to travel:

(a) On a normal working day on which the employee travels but does not work, the employee shall receive their regular pay for the day.

(b) On a normal working day on which the employee travels and works, the employee shall be paid:

(i) his 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.

(c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled.

39.14 (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year, shall be granted one (1) day off with pay. The employee shall be credited with one (1) additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.

(b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year.

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

39.16 **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 twelve dollars (\$12.00).

39.17 When **an** employee works overtime continuously extending four (4) hours or more beyond the period provided for above, the employee shall be reimbursed for one additional meal in the amount of twelve dollars (\$12.00).

39.18 Reasonable time with pay, to be determined by the Gallery, 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.

39.19 Subject to the provision of Article 31.08, overtime compensation shall not be paid for an employee at courses, training sessions, conferences and seminars.

39.20 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

39.21 All compensatory leave earned under this Article in excess of thirty-seven and one half (37 ½) hours or forty (40) hours for employees on continuous rotational basis, outstanding at the end of the fiscal year, shall be paid out at the employee's rate of pay as of March 31st.

ARTICLE 40 STANDBY

40.01 Where the Gallery requires an employee to be available on standby during off duty hours, an employee shall be entitled to a standby payment of one-half (1/2) hour for each four (4) hour period or portion thereof that he or she is on standby.

40.02 An employee designated by letter or by list for standby duty shall be available during his or her 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 Gallery will endeavour to provide for the equitable distribution of standby duties.

40.03 No standby payment shall be granted if an employee is unable to report for duty when required.

40.04 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

- (a) the applicable overtime rate for the time worked, or

- (b) the minimum of four **(4)** hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

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

ARTICLE 41
CALL-BACK

41.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
- (b) on the employee's day of rest, or
- (c) after the employee has completed his or her work for the day and has left their place of work,

and returns to work, the employee shall be paid the greater of:

- (i) the minimum of four (4) hours' pay at the applicable overtime rate of pay for each call back to a maximum of eight (8) hours' pay in an eight (8)-hour period; or
- (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

41.02 The minimum payment referred to in 41.01(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with the Article 36 - Part-Time Employees.

41.03 Other than when required by the Gallery to use a vehicle of the Gallery 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 his or her residence shall not constitute time worked.

41.04 When an employee is required to report for work and is required to use transportation services other than the normal public transportation services, the employee shall be reimbursed out-of-pocket expenses for other means of commercial transportation or a mileage allowance normally paid to an employee when authorized to use their vehicle.

41.05 Time spent reporting to work or returning to the employee's residence shall not constitute time worked.

ARTICLE 42

PAY ADMINISTRATION

42.01 An employee shall be paid for services rendered at the pay specified in Appendix "A" of the Agreement for the classification of the position to which the employee is appointed. For the period of this agreement, the economic increases will be as follows:

(a) effective July 1 st , 2006	2.5%
(b) effective July 1 st , 2007	2.5%
(c) effective July 1 st , 2008	2.5%
(d) effective July 1 st , 2009	2.5%

42.02 Payment will be made by direct deposit. No payment shall be made for one dollar or less.

42.03 Employees on continuous rotational basis shall receive a shift premium of one dollar and fifty (\$1.50) per hour for all hours worked, including overtime hours, between 7:00 pm and 7:00 am.

42.04 Employees on continuous rotational basis shall receive an additional premium of one dollar and a quarter (\$1.25) per hour for all regularly scheduled hours at straight-time rates worked on Saturday and on Sunday.

42.05 When an employee occupies a position, identified by the Gallery as bilingual, and the employee meets the language requirements, as confirmed by a second language examination, the employee shall receive a bilingual bonus of \$800.00 per annum. In order to be eligible for the bonus, the employee must have receive a salary for at least ten days in the month. The Bilingual Bonus paid to part-time employees shall be pro-rated.

42.06 When an employee is required by the Gallery to fill a higher classification level position in an acting capacity and fills that position for:

- (a) at least four (4) consecutive working days for level one (1) to level five (5) inclusively;
- (b) at least 10 consecutive working days for all others,

the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if they had been appointed to that higher classification level for the period in which they act. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

42.07 When an employee on continuous rotational basis is required by the Gallery to fill a higher classification level position also on a continuous rotational basis, the employee shall be paid acting pay for all hours worked as if they had been appointed to that higher classification level.

42.08 An employee appointed, at their request, to a classification level having a lower maximum rate of pay will be paid at the rate of pay for the new classification level which is not less ~~than~~ the rate of pay the employee was receiving immediately prior to the appointment or if no such rate exists, the employee shall be appointed to the maximum of the new scale.

42.09 Except in cases where a position is declared surplus to requirements, when an employee's duties are reclassified to a level with a lower maximum of pay, the employee shall be deemed to have retained for all purposes the former level. This will apply until the employee ceases to occupy the position.

42.10 When a surplus employee is appointed to a position with a lower maximum rate of pay than the employee's rate of pay for the position from which they were declared surplus, the employee will continue to receive the equivalent rate of pay for the position from which they were declared surplus, as adjusted from time to time by the applications of in-range and economic revisions, for a period of one year from the effective date of the appointment to the position with a lower maximum rate of pay.

42.11 The Salary rates for employees are outlined in Appendix "A" and Appendix "B"

42.12 No employee will be paid less than the minimum of the salary range for his/her classification level under any circumstance.

42.13 If an employee is reclassified to a higher level as a result of the work of the Parity Committee on Job Evaluation, the remuneration for that employee will be in accordance with the salary scale for that level.

42.14 If an employee is reclassified to a lower level as a result of the work of the Parity Committee on Job Evaluation, the provisions of Article 42.09 will apply.

42.15 An employee whose position is reclassified to a level having the same or higher maximum rate of pay and whose salary immediately preceding reclassification is above the minimum salary range of the new classification, shall be paid from the effective date of such reclassification, his/her rate of pay immediately preceding reclassification, subject to 42.14.

42.16 On reclassification the service pay date of an employee shall not change unless the employee receives an increase due to reclassification that is equal to or greater than two point five percent (2.5%) of his/her salary prior to reclassification.

42.17 If an employee receives such an increase upon reclassification on July 1st, 2003, his/her service pay date will be deferred to July 1st. This anniversary date will be retained as the employee's new service pay date.

Service Pay Increase

42.18 A service pay increase will be paid to an employee once every year on the employee's anniversary date of hiring or of promotion if the employee has not reached the maximum. If in any given year, the full percentage of the service pay increase cannot be applied because the employee's salary will reach the maximum, the difference will be given as a lump sum payment.

42.19 Up to the mid-point of the new salary scales in Appendix "A", such increases will be automatic each year. After mid-point, if an employee is advised that they are in receipt of an appraisal lower than satisfactory, they shall not receive a service pay increase for that year. Otherwise, the service pay increases shall be automatically paid.

42.20 On the effective date of the increase the employee will receive an increase on the base salary of:

(a) effective July 1 st , 2006 to June 30 th , 2007	2.5%
(b) effective July 1 st , 2007 to June 30 th , 2008	2.5%
(c) effective July 1 st , 2008 to June 30 th , 2009	2.5%
(d) effective July 1 st , 2009 to June 30 th , 2010	2.5%

ARTICLE 43 LAY OFF/SEPARATION SITUATIONS

43.01 When the services of an indeterminate employee are no longer required for reasons excluding termination for just cause, he/she will be provided with a written surplus notice of at least six months which will include the reason for the notice as well as the lay-off date.

43.02 During this period, the Gallery will make every effort to redeploy the employees to vacant positions for which they are qualified or for which they would be able to qualify with reasonable training.

43.03 If an employee is declared surplus while on sick leave, the leave will not be interrupted and the surplus period will start on the date the employee is medically declared able to return to work.

43.04 The Gallery will provide one (1) month's notice of the impending lay-off, if redeployment efforts have been unsuccessful.

43.05 A surplus employee may request to resign before the end of the surplus period in order to receive a lump sum payment equal to the surplus period up to a maximum of six months. Such a request shall not be unreasonably denied.

Severance Pay

43.06 Under the following circumstances, an employee shall receive severance benefits based on the employee's weekly rate of pay on the date of separation:

(a) Lay-off

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.

On second or subsequent lay-off, two (2) weeks' pay for each completed year of continuous employment, less any period in respect of which the employee was already granted severance pay.

(b) Resignation

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

(c) Retirement

When an employee is entitled to an immediate annuity or an immediate annual allowance under the Public Service Superannuation Act, the employee shall be entitled to a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

(d) Death

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

(e) Release for Incapacity

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

(f) Release for Incompetence

When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of release for incompetence, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty eight (28) weeks.

43.07 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 be pyramided.

43.08 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled to on the date of termination.

43.09 On termination, an employee who is entitled to severance pay may, upon written request, ask the Gallery to send the severance payment to a third party designated by the employee.

ARTICLE 44
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

44.01 Once a year every employee will participate in the evaluation of his/her work.

44.02 The purpose of the evaluation is to measure an employee's work performance against established objectives given in advance in writing to the employee prior to the evaluation period, to assess strengths and weaknesses, discuss training and career development plans as well as to develop a plan of action, which may include training with scheduled review periods in cases where an employee is evaluated as not meeting the objectives. Without in any way restricting the Gallery's right to discipline employees, in no case will the evaluation document be used to discipline employees.

44.03 Prior to the performance review, the employee will be given the appraisal form which will be used and any documents which provide instructions to the person conducting the review. If during this review either the form or the instructions are changed, they shall be given to the employee.

44.04 An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained therein.

44.05 The Gallery's representative(s) who assess an employee's performance must be aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is being evaluated.

44.06 In the event that the employee disagrees with the supervisor's position with respect to the appraisal, the employee shall have the right to refer the matter to the Director, Human Resources for final resolution. The Director, Human Resources will review representation before rendering the final decision as to the employee's appraisal. Only the contents of the employee appraisal will not be arbitrable.

44.07 Upon request of an employee, the personnel file of that employee shall be made available, twice a year, for their examination. The Gallery shall accept any reasonable request of an employee for copies of excerpts of their personnel file on that occasion.

ARTICLE 45 STAFFING

45.01 Prior to posting a newly created or existing vacant position, surplus and laid-off employees will be considered in priority for appointment if they are qualified or could qualify with reasonable training under specific conditions. The employer will contact these employees to determine their interest in being considered. The employer will provide the union with a list of employees contacted; such list shall provide dates, times, and employee response, if applicable.

45.02 If no surplus or laid-off employee is available, interested or qualified, employees whose position was re-evaluated downwards will be considered for appointment.

45.03 After considering the employees listed in 45.01 and 45.02 above, the Gallery shall post the vacancies in the bargaining unit that need to be filled. Positions are not considered vacant for reasons of sick leave, vacation and any other authorized absences. An appointment of less than three (3) months duration will be excluded from the requirements of this Article.

45.04 The positions shall be posted for a minimum of seven (7) calendar days both electronically and physically on one bulletin board on each floor at the National Gallery and on one bulletin board at the Canadian Museum of Contemporary Photography. The employer will provide a copy of the job posting to the union. The vacancy shall be posted internally for bargaining unit members. A final determination regarding the internal candidates will be made prior to external postings or advertisements.

45.05 The posting notice shall indicate:

- (a) the summary of the functions
- (b) the position title and classification
- (c) the salary range
- (d) the education and experience required
- (e) the expiry date of the posting

45.06 The requirements indicated on the notice shall be pertinent to the position being filled.

45.07 The employees wishing to be considered for the posting must submit a written application no later than the expiry date of posting.

45.08 Employees who participate in a selection process for a position with the Gallery will be provided time with pay for the period during which his/her presence is required for purposes of the selection process including a post-board interview.

45.09 Filling the vacancy will be made in accordance with the merit principle and will be assessed as to education, knowledge, language, experience, skills, demonstrated abilities or any other requirements that are necessary having regard to the duties to be performed.

45.10 The posted and rated qualifications will accurately reflect the duties to be filled.

45.11 Where it is found that two or more candidates are equal, the candidate with greater continuous employment will be awarded the position.

45.12 All unsuccessful candidates will be advised in writing of the result of the selection process and of the name of the successful candidate. The reason why they were not successful will also be provided in writing if requested by the employee.

45.13 If an employee requests, the Gallery will facilitate a post Selection Board meeting between the employee and their Union representative with the Selection Board or the Chief of Human Resources.

Trial Period

45.14 All promotions and transfers are subject to a trial period.

45.15 An employee may voluntarily revert to their position within 15 days of the appointment.

45.16 During a trial period of sixty (60) working days, if the employee proves to be unsatisfactory in the new position, the employee shall be returned to their former position.

Probationary Period

45.17 For new employees appointed for an indeterminate period, the probationary period is fixed at nine (9) months effectively worked.

45.18 For new employees appointed for a determinate period, the probationary period will be the term of the appointment or nine (9) months effectively worked, whichever comes first.

45.19 For a new employee whose position is classified in levels 1 to 5 of the classification system, the period mentioned in 45.17 and 45.18 above will be six (6) months.

45.20 Periods in 45.17, 45.18 and 45.19 above may be extended up to 12 months by mutual consent of the parties.

Change of status

45.21 Employees appointed for a determinate period who have completed three (3) years of continuous employment will see their status changed to indeterminate employees except for term employees replacing indeterminate employees on leave. These employees will have their status changed after five (5) years of continuous employment.

ARTICLE 46 CLASSIFICATION

46.01 Each position in the Gallery covered by the certificate mentioned in Article 7 will be classified in accordance with the Gallery Job Evaluation Plan in one of the classification levels listed in Appendix "A".

46.02 An employee may be asked to work temporarily out of their position in special circumstances and will be paid in accordance with Article 42 - Pay Administration and other related Articles.

46.03 Upon written request, an employee shall be provided with a current description of the duties and responsibilities of their position, an organizational chart depicting the position's place in the organisation, the classification level, the point rating allotted by factor and the rationale.

46.04 On request, the employee will receive information on the classification system.

46.05 When the Gallery introduces changes in the statement of duties or job description of an employee and the employee does not agree with the classification decision, the employee or his or her Union representative can file a grievance on the classification level **and** rate of pay in accordance with Article 49.

46.06 Such grievance shall be referred for final resolution to the Director, Human Resources who will review representations from both parties before rendering a decision as to the proper classification level. Grievances pertaining to job evaluation will be arbitrable, but the arbitrator's mandate shall be limited to determining if the Director, Human Resources' decision is unreasonable and to recommending changes to the Director, Human Resources for implementation.

46.07 After the implementation of the classification plan, grievances pertaining to the classification level will be arbitrable.

ARTICLE 47 HEALTH AND SAFETY

47.01 The Gallery agrees to be bound by all the provisions of the Canada Labour Code.

47.02 The Gallery shall consider suggestions on this subject from the employees or the Alliance through its Joint Workplace Health and Safety Committee. Any report generated by the Committee will be distributed to all committee members, the President of the Union Local and the Director, Human Resources of the Gallery.

47.03 As a condition of employment, all employees performing hazardous activities in an area defined by the Joint Workplace Health and Safety Committee are required to wear CSA approved protective footwear with steel toe and shank. Upon submission of a receipt for the purchase of the approved protective footwear, the employee will be reimbursed an amount not to exceed \$100.00, every two years, towards the purchase price of the protective footwear.

47.04 It is recognized that certain employees who work in potentially hazardous environments are required to undergo an annual/biannual medical evaluation. The Gallery will be responsible for scheduling these appointments with its industrial doctor and will assume any related costs. An employee may request that this health evaluation be done by another medical professional and in this case, the employee will have the assessment performed within one month of the request and the Gallery agrees to assume the cost of the evaluation up to the approved provincial standards.

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

47.06 From time to time the Joint Workplace Health and Safety Committee will issue adequate requirements for the safe operation of motor vehicles owned or leased by the Gallery to ensure the safety and health of employees and the public and to avoid property or equipment damage.

ARTICLE 48 DISCIPLINE

48.01 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or to render a decision concerning him or her, the employee is entitled to have, at their request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive two day's written notice of and the reasons for such a meeting.

48.02 The Gallery agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of **an** employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

48.03 Both parties recognize the value of progressive discipline with the aim of being corrective in application. Discharge for just cause will be preceded in a progressive manner, dependent on the employee's work record, by some or all of the following:

- (a) counselling
- (b) oral and written warnings
- (c) suspensions
- (d) demotions

all of which shall be documented.

48.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

48.05 When an employee is suspended from duty, the Gallery undertakes to notify the employee in writing of the reason for such suspension. The Gallery shall endeavour to give such notification at the time of suspension. The Gallery shall notify the local representative of the Alliance that such suspension has occurred.

48.06 ~ An employee who has been disciplined, has the right to grieve the action. By mutual agreement, the parties may use a mediator from the Federal Mediation and Conciliation Service (FMCS) in an attempt to settle a grievance dealing with discipline. The selection of the mediator will be by mutual agreement.

ARTICLE 49

GRIEVANCE AND ARBITRATION PROCESS

49.01 The Parties to this Agreement share the desire to settle all grievances as expeditiously and equitably as they arise and are committed to following the grievance procedure.

49.02 All grievances shall be heard at a time mutually agreeable to all parties within the time limits specified in this Article. In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

49.03 The Alliance shall have the right to consult with the Gallery with respect to a grievance at each or any level of the grievance procedure.

49.04 Time spent during scheduled hours of work in handling complaints or grievances shall be considered time worked.

49.05 An employee who believes that they have a grievance may discuss and attempt to settle it with the immediate supervisor, with or without an Alliance Representative, as the employee may elect.

49.06 No person shall seek by intimidation or threats to cause an employee to abandon a grievance or refrain from presenting one.

49.07 An employee who feels that they have been treated unjustly or considers himself/herself aggrieved is entitled to present a grievance in the manner prescribed, except that where the grievance relates to the interpretation or application of this Collective Agreement or an arbitral award, the employee is not entitled to present the grievance unless they have the approval of, and are represented by, the Alliance.

Step One: First Level

49.08 Subject to 49.05, an employee has the right to present a grievance in writing to the first level of the grievance procedure at any time within fifteen (15) working days from the date they were informed (or otherwise became aware) of the decision, situation or circumstance that is the subject of the grievance. The employee will be represented by a member of the Alliance Local Executive or a Steward.

49.09 An employee will present their grievance to the manager (first level of management).

49.10 Grievances not resolved at Step One within a period of ten (10) working days may be referred to Step Two.

49.11 The decision of the Gallery at Step One will be given in writing.

Step Two: Second Level

49.12 An employee is granted the right to present a grievance at the second step of the grievance procedure provided that it is presented within a maximum period of ten (10) working days from the date they received a decision at the previous step, or if no decision was received, within fifteen (15) working days from the day they presented a grievance at Step One. This step in the grievance procedure will be handled by the Director, Human Resources or delegate. The grievance will normally be heard at Step Two within fifteen (15) working days after its receipt at Step Two. A written decision shall be rendered within fifteen (15) working days after the date of the hearing.

General

49.13 A grievance presented at any step in the grievance procedure should be set out in writing on the prescribed form in accordance with the instructions contained on the form. The representative of the Gallery who receives the grievance must sign the form as indicated in the instructions.

49.14 A grievance by an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Gallery.

49.15 The Gallery will notify the Alliance Local Executive of any immediate discharge of an employee.

49.16 When the Gallery discharges or suspends an employee for more than two weeks, the grievance procedure will apply except that the grievance shall be presented at Step Two.

49.17 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, Step One may be eliminated by agreement of the Gallery and the Alliance.

49.18 An employee may, by written notice to the Gallery withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of the collective agreement, its withdrawal has the endorsement in writing of the Alliance.

49.19 Where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the Alliance may, on behalf of any or all of the employees in the bargaining unit, present a grievance at any step in the grievance procedure.

49.20 The time limits stipulated in this procedure (grievance and arbitration) may be extended in writing by mutual agreement between the Gallery and the employee, and where appropriate the Alliance representative.

Step Three: Arbitration

49.21 Failing satisfactory settlement at Step Two, the parties may jointly apply, prior to the matter being referred to arbitration, to the Minister of Labour for the appointment of a grievance mediator.

49.22 Either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within thirty (30) working days of the receipt of the reply at Step Two, of its desire to submit the grievance to arbitration. The matter will normally be reviewed by a sole arbitrator, chosen by the parties or where the parties are unable to reach agreement, the appointment shall be made by the Minister of Labour. The process of identifying an arbitrator will be initiated within ten (10) working days.

49.23 Where either party wishes to refer the matter to an arbitration board, that party shall notify the other party within fifteen (15) working days. The notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within fifteen (15) working days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party.

49.24 The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson governs.

49.25 Where the parties have agreed to a sole arbitrator, the sole arbitrator shall be considered to be an arbitration board for the purposes of this Article.

49.26 The Board shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages, provided however that the Board may nevertheless determine whether an employee has been dismissed or suspended for other than proper cause. In which case, the Board may direct the Gallery to reinstate the employee and pay to the employee a sum equal to his wages and benefits lost by reason of the dismissal or suspension.

49.27 The Gallery and the Alliance shall each pay one-half (1/2) of the remuneration and expenses of the Chairperson of the Board and each party shall bear its own expenses of every such arbitration.

49.28 When a party has failed to comply with any of the terms of the decision of the Board of Arbitration, either party or employee affected by the decision may, after the expiration of twenty (20) working days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Registrar of the Federal Court of Canada a copy of the decision, exclusive of the reasons therefore, in the prescribed form, whereupon the decision may be entered in the same way as a judgment or order of that court and may be enforceable as such.

49.29 The parties are committed to meet every 6 months to review their experience with the conflict resolution process to identify and agree upon measures which will be undertaken to improve this process.

49.30 The parties may mutually agree in writing to fast track arbitration or an expedited Mediation/Arbitration process. In such a case, the parties will conform to guidelines and procedures mutually agreed to in advance.

ARTICLE 50
JOINT CONSULTATION

50.01 The parties acknowledge the mutual benefits to be derived from constructive and meaningful joint consultation and are prepared to consult on matters of common interest related to labour relations.

50.02 There shall be a Joint Union Management Consultation Committee (JUMCC) comprised of representatives from both management and employees.

50.03 The JUMCC will have the power to create sub-committees to address specific issues of common interest related to labour relations including equal employment opportunity issues.

50.04 The JUMCC will not have the power to alter any provision of this Collective Agreement.

ARTICLE 51
CONTRACT INTERPRETATION AND APPLICATION

51.01 Any Memorandum of Understanding on this subject will be deemed to be part of the Collective Agreement.

51.02 The National Joint Council Travel Directive and the Bilingual Bonus Directive attached in the Addendum shall continue to be applied in the same manner as it each was applied between the parties before the signing of this Collective Agreement. These policies may be amended by mutual agreement between the parties.

51.03 Notwithstanding the redress procedure identified in the NJC by-laws, issues that may arise concerning the interpretation or application of the Travel Directive or the Bilingual Bonus Directive will be processed by way of the conflict resolution process defined in this agreement.

ARTICLE 52
BENEFIT PLANS

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

52.02 However, the parties agree to maintain, for the duration of this agreement, the existing proportions of employee to Gallery cost sharing arrangements for the Public Service Dental Care Plan (PSAC), the Public Service Health Care Plan and the Public Service Disability Plan.

52.03 The Gallery agrees to consult the Alliance before leaving the Public Services Health Insurance Benefits Plans mentioned above.

52.04 In accordance with the Museums Act, eligible employees of the Gallery will be covered by the Public Service Superannuation Act, the terms of which are not subject to collective bargaining. Any changes to the Act shall apply to employees of the Gallery.

52.05 The Gallery will make reasonable efforts to facilitate benefits coverage under the existing cost sharing arrangement to eligible employees on authorized leave without pay. There shall be no additional cost to the Gallery.

52.06 The eligibility to the above benefits will be determined by the Administrators of said plans and subject to appeal at the appropriate NJC/TB committees if such an appeal process exists.

52.07 When an employee has insufficient sick leave credits and provides proof of an application for Employment Insurance (EI) sick leave benefits, he/she may request the employer for a salary advance in anticipation of receiving an EI payment. The employer shall advance up to 6 weeks salary (up to 55% of the YMPE – Yearly Maximum Pensionable Earnings). The employee shall make repayment arrangements with the employer upon receipt of his/her EI claim. Should the EI claim be denied or repayment arrangements have not been made, the employer will deduct such salary advance from future earning and/or sick leave credits subsequently earned. Prior to the salary advance, the employee must sign a consent form permitting the employer to deduct such salary advance from future earning and/or sick leave credits.

ARTICLE 53 PARKING

53.01 The Gallery agrees to continue the current practice of permitting employees on continuous rotational basis to use Gallery parking spaces at no cost to the employees.

ARTICLE 54 TECHNOLOGICAL CHANGE

54.01 The parties have agreed , in cases where, as a result of a technological change, the working conditions or the job security of the employees have been affected during the life of this agreement, to meet at least thirty (30) days before the expected date of the introduction or implementation of the change to negotiate solutions to the problems caused by the change.

54.02 In the case where the parties have been unable to agree on the measures to be taken, the problem may be referred by either party to an impartial third party mutually acceptable so that it may be disposed of definitively by mediation/arbitration. If the

parties cannot agree to naming a third party, the matter will be referred to the Minister of Labour asking him to appoint such a third party.

ARTICLE 55 MEMBERSHIP FEES

55.01 The Gallery shall reimburse ~~an~~ employee for the employee's payment of membership or registration fees to a professional organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

ARTICLE 56 PUBLICATIONS, AUTHORSHIP AND INVENTIONS

56.01 The Gallery agrees to ensure that employees have ready access to all publications considered necessary to their work.

56.02 The Gallery agrees that original publications prepared by the employee within the scope of their employment, commissioned or sponsored by the Gallery will be retained on appropriate files for the normal life of such files.

56.03 When an employee acts as a sole or joint author or editor of an original publication, the employee's name shall normally be shown in the publication.

56.04 The Gallery may suggest revisions to material and may withhold approval to publish an employee's publication that it has commissioned or sponsored. When approval for publications is withheld, the author(s) shall be informed in writing of the reasons, if requested.

56.05 Where the Gallery wishes to make changes in material submitted for publication which it has commissioned or sponsored with which the author does not agree, the author may request that they not be credited publicly.

56.06 Subject to the employees obligations on ethics, nothing in this Article shall be construed as preventing an employee from publishing and owning the registered Articles, books and other materials and inventions provided that the work is done during the employee's non-work hours and the work or material has not been commissioned or sponsored by the Gallery.

ARTICLE 57 AGREEMENT RE-OPENER

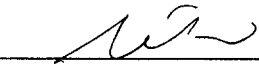
57.01 This Agreement may be amended by mutual consent.

ARTICLE 58
DURATION

58.01 The provisions of the agreement will expire on June 30th, 2010.

58.02 The present collective agreement once it is signed will become effective as of the date of the signing and will have no retroactive effect except where expressly agreed to.

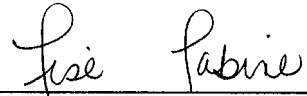
NATIONAL GALLERY
OF CANADA



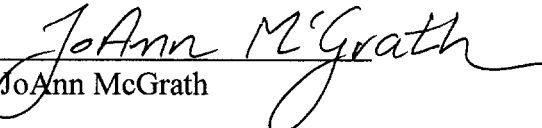
Pierre Théberge, O.C., C.Q.



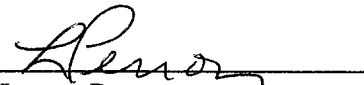
David Baxter



Lise Labine

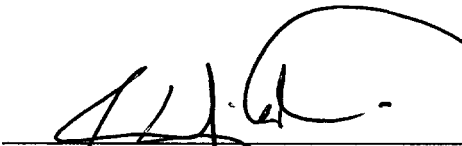


JoAnn McGrath




Lynne Perron

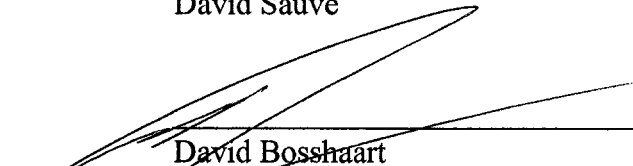
PUBLIC SERVICE ALLIANCE
OF CANADA



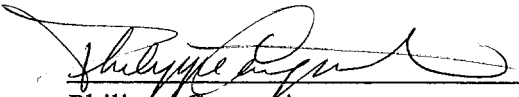
Ed J. Cashman



David Sauvé



David Bosshaart



Philippe Carpentier

APPENDIX 'A'

CLASSIFICATION AND COMPENSATION

Effective July 1st, 2006

Level	Point Spread	Minimum & Maximum Based on a 37.5 workweek	40 hours
Level 1	1 - 265	35,000 – 41,160	
Level 2	266 - 305	37,468 – 44,062	39,996 – 46,999
Level 3	306 – 351	40,109 – 47,168	
Level 4	352 – 404	42,937 – 50,493	45,799 – 59,859
Level 5	405 – 465	45,964 – 54,053	
Level 6	466 – 535	49,204 – 57,864	
Level 7	536 – 615	52,673 – 61,943	
Level 8	616 – 707	56,386 – 66,310	
Level 9	708 – 813	60,362 – 70,985	
Level 10	814 – 935	64,617 – 75,990	

Effective further on July 1st 2006:

2.5% economic increase to minimum and maximum & individual salary increase

Level	Point spread	Minimum & Maximum Based on a 37.5 workweek	40 hours
Level 1	1 - 265	35,875 – 42,189	
Level 2	266 - 305	38,404 – 45,163	40,964 – 48,174
Level 3	306 – 351	41,112 – 48,347	
Level 4	352 – 404	44,010 – 51,756	46,944 – 55,206
Level 5	405 – 465	47,113 – 55,405	
Level 6	466 – 535	50,434 – 59,311	
Level 7	536 – 615	53,990 – 63,492	
Level 8	616 – 707	57,796 – 67,968	
Level 9	708 – 813	61,871 – 72,760	
Level 10	814 – 935	66,233 – 77,890	

Further adjustments will be as follows:

July 1 st , 2007	2.5% (economic increase to min. & max. of conversion table & individual salary increase)
July 1 st , 2008	2.5% (economic increase to min. & max. of conversion table & individual salary increase)
July 1 st , 2009	2.5% (economic increase to min. & max. of conversion table & individual salary increase)

APPENDIX 'B'

CLASSIFICATION CONVERSION – PRINCIPLES OF RETROACTIVITY

- Calculations of retroactive pay for employees whose salary was not above their new maximum salary rate will be conducted as if conversion had occurred on July 1, 2003.
- Employees will be converted to the new system based on their June 30, 2003 salary.
- Salary ranges for the years from 2003 – 2006 will be calculated using the July 1, 2006 ranges as a base and reducing those ranges for the salary increment percentages granted in each of the years from 2003 to 2006.
- Retro pay will be paid for each year based on the difference between an employee's actual pay for each year and what they would have received (including service pay) had classification conversion occurred on July 1, 2003.

APPENDIX 'C'

SALARY PROTECTION

Further to the completion of the job evaluation exercise and upon conversion of classification ranges, the following will apply to employees who are salary protected.

An employee whose position is reclassified to a level with a lower maximum rate of pay shall not suffer a salary decrease upon conversion. Further the employee shall continue to receive economic increases as follows:

July 1 st , 2006	-	2.5% on wages
July 1 st , 2007	-	2.5% on wages
July 1 st , 2008	-	2.5% on wages
July 1 st , 2009	-	2.5% on wages

This provision will cease to apply when the new maximum reaches the employee's salary. Employees currently listed in former Appendix "B" and "C" will have their status verified to determine the application of this condition.

It is understood that if an employee affected by this salary protection provision is promoted to another classification level, this provision will no longer apply, unless their maximum rate at the time of the promotion is still higher than the maximum rate of the higher classification as listed in Appendix "A".

**Memorandum of Understanding
Between National Gallery of Canada
Including its Affiliate
The Canadian Museum of Contemporary Photography
And
The Public Service Alliance of Canada**

JOINT JOB EVALUATION PLAN

The parties agree that, for the duration of this Collective Agreement, the Job Evaluation Plan (the Plan) developed jointly between the NGC/CMCP and PSAC will be the only Plan used to evaluate the positions of employees who are members of the PSAC. Both parties agree that this Plan is in conformity with sound classification principles and meets the requirements of Article 11 of the Canadian Human Rights Act and of Pay Equity Legislation.

The parties agree that, for the duration of this Collective Agreement, there will be no changes to the Plan unless both parties agree in writing. The parties agree to finalize the Job Evaluation Plan as soon as possible but no later than October 1, 2007.

**Memorandum of Understanding
Between National Gallery of Canada
Including its Affiliate
The Canadian Museum of Contemporary Photography
And
The Public Service Alliance of Canada**

**DISPUTE RESOLUTION PROCESS
CONVERSION EXERCISE**

The parties recognize that implementation of the new job evaluation plan is likely to result in a number of classification grievances or requests for review by management. The parties further recognize the need and the desirability of addressing such grievances and management reviews in a timely manner.

This procedure shall apply to all job evaluations arising out of the implementation of the new job evaluation plan effective July 1st, 2003. Job evaluation grievances and management reviews arising out of the application of the job evaluation plan after this date shall be processed in accordance with the grievance procedure contained in Article 46.

Step 1 Informal Review

- 1.01 An employee who is dissatisfied with the evaluation level of their substantive or acting position shall bring their concerns to the attention of the NGC/CMCP by submitting a written request for reconsideration of their evaluation and outlining the reasons for their dissatisfaction. This request shall be submitted to Human Resources no later than twenty-one (21) working days after the date upon which the employee is notified in writing of the initial evaluation of their substantive or acting position under the new job evaluation plan.
- 1.02 The NGC/CMCP shall review the concerns of the employee and the employee shall be provided with a response in writing within thirty (30) working days.

Step 2 Conversion Classification Grievance Procedure and Management Reviews

- 2.03 Where an employee is dissatisfied with the NGC/CMCP reply in 1.02, the employee may file a grievance within thirty (30) working days.
- 2.04 If Management is dissatisfied, Management will request Human Resources for a Committee review within thirty (30) days after the date upon which Management was notified of the initial evaluation of the positions within their departments. This request will identify the reasons for initiating the review.

- 2.05 A Classification Review Committee shall be established to determine all classification grievances and management reviews filed under 2.03 and 2.04.
- 2.06 The Committee shall consist solely of a third party with expertise in job evaluation, mutually agreed-to by the parties. If the parties agree in writing, the Classification Review Committee shall be composed of one representative appointed by the NGC/CMCP, one representative appointed by the PSAC and a third party with expertise in job evaluation who will act as Chair. The third party shall be mutually agreed to by the parties.
- 2.07 The mandate of the Classification Review Committee shall be to determine the proper classification level in accordance with the job evaluation plan.
- 2.08 The decision of the Classification Review Committee shall be final and binding in respect of the grievance filed or the management review requested 'under this procedure.
- 2.09 The Classification Review Committee shall have no jurisdiction to review, amend or otherwise modify the job evaluation plan.
- 2.10 Where a Committee of three is established in 2.06, it shall endeavour to reach consensus on all evaluations. Where it is unable to achieve consensus regarding the evaluation of any position, the committee's chair shall determine the proper evaluation of the position or factor.
- 2.11 The PSAC representative as well as a management representative shall have the right to make written and oral submissions to the Classification Review Committee.
- 2.12 In addition to the official job description, evidence as to the duties and responsibilities assigned and performed shall be considered relevant and admissible evidence.
- 2.13 A maximum of one day shall be allotted for the hearing of the submissions of all parties (NGC/CMCP, PSAC and the grievor) with respect to any single grievance or management review. The Committee shall determine the fair and equitable distribution of this time amongst the parties.
- 2.14 Except as set out elsewhere in this Memorandum, the Classification Review Committee shall be responsible for determining its own rules of procedure.
- 2.15 The Classification Review Committee shall endeavour to hear and decide all classification conversion grievances and management reviews as soon as practicable, but in any event the Committee shall begin to hear such grievances within 60 days of the selection of the Chair.

- 2.16 The Committee shall endeavour to issue its ruling on each classification grievance or management review within 60 days of the hearing.
- 2.17 If the PSAC representative appointed to the Classification Review Committee is a member of the bargaining unit, the NGC/CMCP shall allow the employee the necessary time to prepare for ~~an~~ participate as a member of the Classification Review Committee. Such time shall be considered time worked for all purposes.
- 2.18 All time limits set out in this procedure may be extended by mutual agreement; such agreement shall be in writing.
- 2.19 The NGC/CMCP shall be responsible for all salaries, benefits and expenses of the Chair and any bargaining unit member appointed to the Classification Review Committee.

**Memorandum of Understanding
Between National Gallery of Canada
And
The Public Service Alliance of Canada**

EDUCATOR GUIDES AND ANIMATOR INTERPRETERS

This memorandum is deemed to form part of the collective agreement.

The Educator Guides and Animator Interpreters are an integral part of the Education and Public Programs and enhance the quality of service provided at the National Gallery of Canada. Their contribution permits Gallery audiences to enjoy intelligent and informative programming presented in a stimulating manner that encourages audience interaction. Both parties are committed to continue this service to the public.

Educator Guides and Animator Interpreters are defined as on-call employees. The provisions of the collective agreement which apply to on-call employees will also apply to Educator Guides and Animator Interpreters.

The Employer undertakes to retain the current terms and conditions of employment. It is understood that the Educator/Guide and Animator/Interpreter positions will be evaluated with the implementation of the new job classification system.

**MEMORANDUM OF AGREEMENT
TELEWORK**

DEFINITION OF TELEWORK

Telework involves the authorization for an Employee to perform the duties of his or her position, which are ordinarily performed at the Employee's designated work place, at the Employee's residence. Telework, originated by the Employee, is a voluntary flexible work option, the terms and conditions of which are agreed to by the Employer and the PSAC, in conjunction with the Employee.

DEFINITION OF TELEWORK PLACE

The Telework place is the alternative work place where the Employee is permitted to carry out the work for the Employer, otherwise performed at or from their designated work place. The work place is not restricted to work places controlled by the Employer, but can be 'any place where an employee is engaged in work for the employee's employer'. Canada Labour Code Part II Occupational Health and Safety Definitions Section 122 (1). The Telework place will be the Employee's residence.

STATEMENT OF PRINCIPLE

The Employer, in conjunction with the Employee, agree that Telework provides a flexible work option in accommodating both the Gallery's needs to serve the public and the Employee's needs to establish a worklife/homelife balance.

The parties further agree that pursuant to Appendix E entitled: Memorandum of Understanding - Regarding Telework Pilot Project of the Collective Agreement ending June 30, 2003 between the Gallery and the PSAC, specific telework arrangements initiated under the terms of the present agreement, when implemented, satisfy the requirement to conduct a Pilot Project. The results and costs of this Pilot Project will be studied in order to evaluate the appropriateness and feasibility of establishing a permanent Telework Agreement.

Upon completion of the Pilot Project, the parties to this agreement may agree to renew or extend it, with or without modification, for any mutually acceptable period. Any change to the terms of this agreement must be dated and signed by both parties.

TELEWORK SCHEDULE

The Telework arrangements can be approved for a full workweek, part of a week or part of a day. The telework arrangement can be for a scheduled ongoing period, or it could be

for a short-term period to accommodate the Gallery need or an Employee's personal situation provided the Gallery gives prior approval. The telework schedule and conditions will be as outlined in the Telework Letter to the Employee.

APPROVAL

All decisions pertaining to particular Telework arrangements will be made in an equitable and transparent manner. Each request will be dealt with on a case by case basis by both the Employer and the Employee (in consultation with the PSAC), taking into consideration the operational feasibility (as detailed in the clause below "Suitability of Telework Content"), cost-effectiveness of the agreement, and the Employee's demonstrated work habits, based on some or all of the criteria described further in this document and entitled: "Successful Teleworkers".

SUITABILITY OF TELEWORK CONTENT

Telework is suitable for work that requires thinking and writing, research, or data analysis. However, work may not be suitable for telework if employee requires extensive face-to-face contact with other Employees, clients or the general public or the Employee requires frequent access to material that cannot be moved from the designated work place. The Gallery, in consultation with the PSAC and the Employee, will decide the suitability of the Telework content based on the criteria charted further in this document and entitled: "Successful Telework Jobs".

PRODUCTIVITY/PERFORMANCE MEASUREMENT

The Employee's productivity as a teleworker will be measured in the same way as when he/she is at his/her usual work place. The Director/Chief will communicate to the Employee in writing the work schedule and results to be achieved, together with timelines and format of deliverables. The work that the Employee will undertake for the Telework agreement is noted in the Telework Letter to the Employee.

HOURS OF WORK

The Employee will be available and able to give full attention to the assigned work during the work hours mutually agreed upon with the Chief of the section and clearly understood by the Employer and Employee at the beginning of the Telework agreement. All hours of work provisions as stated in the Collective Agreement between the Gallery and PSAC apply and must be followed as per normal procedure. The Employees hours of work are noted in the Telework Letter to the Employee.

TELEWORK EXPENSES

The Employer is responsible for the costs of supplying and maintaining the computer, the printer, and the necessary computer accessories for the Telework place. Long-distance telephone service and Internet-related expenses resulting from a Telework agreement are

subject to normal Employer approval procedures, and once approved, are the responsibility of the Employer. The Employer is responsible for providing the office supplies (Paper, pens, stapler, etc.) required by the Employee to perform his/her duties.

The Employee is responsible for the costs of supplying and maintaining the telephone, the fax machine, and any necessary furniture for the Telework place. The Employee is also responsible for all costs concerning home insurance (see "Insurance" below), heat and electricity.

In the event that work-related expenses incurred by the Employee and pre-approved by the Gallery qualify as income tax deductions for the Employee, the Gallery agrees to provide the necessary claim forms to the Employee upon request.

INSURANCE

The Employee is not expected to carry extra home insurance; however, the Employee should review his/her home insurance policies, to ensure that it will not be invalidated by a Telework arrangement. The use of the residence as an office and any equipment owned by the Employer may not be covered by existing home insurance policies. Any increase in home insurance coverage as a result of a Telework arrangement is the responsibility of the Employee. In the event that the Employee claims the lost item belonging to the Gallery on their home insurance policy, it is expected that the Employer will recover the awarded claim.

CONFIDENTIALITY/SECURITY OF INFORMATION

The Telework arrangement does not diminish the employee's responsibilities for the security of information and assets. In accordance with the Gallery policy, the Employee will be advised on how to minimize the risks inherent in working with information away from the designated work place. The Gallery will give clear instructions to assist the Employee, through a compulsory briefing, on aspects of the safe custody control of information, on records management and on making the necessary arrangements, satisfactory to the Gallery, to be able to meet these obligations. The Gallery's electronic firewall will function, as in the designated workplace, upon connection to the Gallery's web site, to ensure security and confidentiality. The Employee will be asked to save all work-related documents on the Gallery's H: drive.

LABOUR DISRUPTION

In the event of a strike or lock-out affecting Employees covered by the terms of this Agreement, all Telework arrangements in progress will be suspended until the labour disruption has been resolved. Upon suspension of a Telework arrangement under these circumstances, the Employee will return all Gallery property, including equipment, materials and assigned work, to the Employer's work place, and re-direct any e-mail, mail and/or correspondence related to the work being performed to the Employer's work place.

OCCUPATIONAL HEALTH AND SAFETY

Employer Responsibilities

Under the current version of Part II of the Canada Labour Code the Employer has a general duty (Section 124) to ensure that the safety and health of every person employed by the Employer is protected. With respect to Telework, the Employer is required to take whatever action is required to demonstrate due diligence in adherence to the Canada Labour Code. The Employer is thus responsible for ensuring that the Employee knows and understands what is involved in Telework and given guidance on the practical considerations of Telework, where it is considered appropriate or necessary. This should include giving guidance on how to establish a safe and ergonomic working environment and adequacy of work station and facilities (keyboard placement and wrist support, type of chair and chair adjustments, proper lighting, availability of first aid supplies, etc.).

Employee responsibilities

Duties of Employees are outlined under Part II, Section 126 of the Canada Labour Code and apply while at work for the Employer. As such, the Employee is responsible for ensuring that the Telework place is adequately equipped from a safety and health point of view, and that all work-related accidents or any **risks** to safety and health are promptly reported to a supervisor or the Health and Safety Officer at the Gallery. The Employee should also make certain that a Telework arrangement does not contravene the municipal zoning by-laws and residential leases that may apply to the Telework place.

WORKERS' COMPENSATION

Under the Government Employees Compensation Act, and consistent with jurisprudence on the subject of workers' compensation, Employees who are injured in the course of their duties are to be compensated for their work-related illnesses or injuries. This applies whether the illness or injury takes place at the Employer's designated workplace or at any other agreed location, including the Employee's residence. This is consistent with the Canada Labour Code, which defines the "work place" as any place where an Employee is engaged in work for the Employer (see "Definition of Telework Place"), including an Employee's residence. The Employee must bring any accident or injury occurring in a Telework situation to the immediate attention of their supervisor.

GENERAL

This agreement is not intended by either party to abrogate their respective obligations under their collective agreement, Employer policies, statutory requirements, or any other instrument dealing with the Employer/Employee relationship.

Successful Teleworkers are:

- Mature;
- Efficient time managers;
- Trustworthy;

- Self-sufficient;
- Self-disciplined
- Well versed in their roles/responsibilities; and
- Good communicators

Successful Telework Jobs are:

- e Successfully completed without continuous face-to-face contact;
- e Organized so that essential face-to-face contact occurs during periodic meetings;
- Managed by results;
- Organized so that essential information can be retrieved remotely; and structured so that highly time-sensitive material can be delivered electronically or be based within hand-delivery distance of the end user.

APPENDIX ‘H’

MEMORANDUM OF AGREEMENT TRAVEL AND BILINGUAL BONUS DIRECTIVE

The parties agree that the following directives are deemed to be part of the collective agreement: Treasury Board Secretariat Travel Directive and Bilingual Bonus Directive.


David Sauvé
Negotiator
Public Service Alliance of Canada

Dear David,

Re: LETTER OF INTENT - MOBILITY RIGHTS

This letter will confirm the Gallery's intent to explore and achieve mobility rights with other Canadian Heritage portfolio organizations for employees covered by the collective agreement.

Sincerely,



Lise Labine
Director, Human Resources
National Gallery of Canada

SIGNED AT OTTAWA, this 31 day
of the month of August 2000