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NO. OF EMPLOYEES	220		
NOMBRE EMPLOYÉS	220		

# Collective Agreement

between

**Canada Science and Technology  
Museum Corporation**

a n d

**The Public Service Alliance of Canada**

April 1, 2000 to March 31, 2002

CANADA SCIENCE AND TECHNOLOGY MUSEUM Corporation  
*Société du*  
 MUSÉE DES SCIENCES ET DE LA TECHNOLOGIE DU CANADA

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## ARTICLE 1

### **PURPOSE AND SCOPE OF THE AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the National Museum of Science and Technology operating under the name of Canada Science and Technology Museum Corporation, the Employer hereinafter referred as the Corporation, the Public Service Alliance of Canada, the Bargaining Agent hereinafter referred as the Alliance and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement share a desire to improve the quality of the Corporation and to promote the well-being and increased efficiency of its employees to the end of fostering scientific and technological literacy throughout Canada. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Corporation in which members of the bargaining unit are employed.
- 1.03 All documents, letters, memoranda of understanding or agreements, whether verbal or written and not specifically renewed in this agreement, are Null and Void.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) **Alliance** means the Public Service Alliance of Canada;
- (b) **Bargaining Unit** means the employees of the Corporation as described in the bargaining certificate issued by the Canada Labour Relations Board;
- (c) **Compensatory leave** means leave with pay in lieu of cash payment for overtime;
- (d) **Corporation** means the National Museum of Science and Technology operating under the name of Canada Science and Technology Museum Corporation and includes any person **authorized** to exercise the authority of the Corporation;
- (e) **Daily rate of pay** means an employee's weekly rate of pay divided by five (5);
- (f) **Day of rest** in relation to a full-time employee means 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 or absent from duty without permission;
- (g) **Double time** means two (2) times the employee's hourly rate of pay;

- (h) **Employee** means a person who is a member of the bargaining unit - specified in Article 7:
- (i) **Full-time employee** means an employee who works thirty-seven and a half (37.5) hours per week or forty (40) hours per week in the case of herdspersons and farm hands;
  - (ii) **Part-time employee** means an employee who works less than thirty-seven and a half (37.5) hours per week or less than forty (40) hours per week in the case of herdspersons and farm hands;
  - (iii) **Permanent employee** means an employee hired for a permanent position for an indeterminate period and who has completed his or her probationary period;
  - (iv) **Term employee** means an employee hired for a specific period of up to thirty six (36) months, to replace a permanent employee who is absent, or to respond to a temporary workload increase, or for a special project;
  - (v) **Probationary employee** means an employee who has not completed the probationary period provided for in article 42;

(vi) **Seasonal employee** means a permanent employee hired primarily, but not exclusively, for seasonal work as a guide, host, or sales person (Boutique);

(i) **Harassment** means:

(A) Sexual Harassment is any incident or series of incidents which may cause offence or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures, or comments of a sexual nature, the displaying of pornographic material, or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment;

(B) Personal harassment is any unwarranted behaviour by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economical livelihood of the individual;

(j) **Holiday** means:

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

(B) 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:

- (I) on the day it commenced where half ( $\frac{1}{2}$ ) or more of the hours worked fall on that day, or
  - (II) on the day it terminates where more than half ( $\frac{1}{2}$ ) of the hours worked fall on that **day**;
- (k) Hourly rate of pay means a full time employee's weekly rate of pay divided by the normal number of hours in the employee's work week;
- (l) Lay-off means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (m) Leave means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (n) Membership dues means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;
- (o) Overtime means:
  - (A) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work; or



- (B) 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 but does not include time worked on a holiday;
  
- (p) **Spouse** means the individual who has been identified by the employee as the employee's spouse in the declaration (Appendix C) provided by the employer and signed by the employee;
  
- (q) **Straight-time rate** means the employee's hourly rate of pay;
  
- (r) **Time and one-half** means one and one-half (1½) times the employee's hourly rate of pay;
  
- (s) **Weekly rate of pay** means an employee's annual rate of pay divided by 52.176;

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

- (a) if defined in the *Canada Labour Code* have the same meaning as given to them in the *Canada Labour Code*; and
  
- (b) if defined in the *Interpretation Act*, but not defined in the *Canada Labour Code*, have the same meaning as given to them in the *Interpretation Act*.

## ARTICLE 3

### PRECEDENCE OF LEGISLATION

- 3.01 In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.
- 3.02 The parties recognize that, in keeping with the general law, this collective agreement is to be interpreted in conformity with the principles established by the *Canadian Human Rights* Act. It is the intent of the parties that, in the event of ambiguity in wording or conflict between clauses, the interpretation which best promotes elimination of direct or adverse effect discrimination is to be adopted.

## ARTICLE 4

### APPLICATION

- 4.01 The provisions of this Agreement apply to the Alliance, the employees and the Corporation.
- 4.02 Both the English and French texts of this Agreement shall be official.

## **ARTICLE 5**

### **STATE SECURITY**

- 5.01** Nothing in this Agreement shall be construed to require the Corporation to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on **behalf** of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

## **ARTICLE 6**

### **MANAGERIAL RESPONSIBILITIES**

- 6.01** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Corporation.

## **ARTICLE 7**

### **RECOGNITION**

- 7.01** The Corporation recognizes the Alliance as the exclusive bargaining agent for all employees of the Corporation described in the certificates issued by the Canada Labour Relations Board dated July 3 1, 1991 and as amended by the Board on Feb. 17, 1993.

## ARTICLE 8

### WORK OF THE BARGAINING UNIT

- 8.01 (a) Employees of the Corporation not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement except for the purposes of instruction, experimentation, or in emergencies. The Corporation will inform the Alliance Local **of** such situations.
- (b) The use of volunteers to perform paid staff functions will not be expanded beyond the existing practice as of September 1, 1997, in accordance with the Corporate Directive dated July 9<sup>th</sup> 1998, prior to meaningful, constructive consultation with the Alliance.
- (c) No full-time employees within the Bargaining Unit shall be laid-off by reason of his or her duties being assigned to one or more part-time employees, prior to meaningful, constructive consultation with the Local Representatives. This consultation will be done in accordance with clause 39.03.
- (d) No employee within the Bargaining Unit shall be laid **off** by reason of his or her duties being assigned to volunteers.
- (e) When employees request an opportunity to job-share the parties agree to negotiate all necessary provisions **of** such an arrangement. Such requests will not be unreasonably denied.

## Use of temporary and contract employees

- 8.02 ( a )      The Corporation agrees to limit the use of temporary and contract employees.
- (b)      Except **for** employees replacing a permanent employee who is on leave with or without pay, all employees employed for thirty-six (**36**) months will be considered permanent employees.

## 8.03      **Seasonal employees**

- (a)      Seasonal employees **wno** have been given a satisfactory season-end appraisal will be recalled by the Corporation in order of seniority for the subsequent work season, subject to operational requirements.
- (b)      Seniority for seasonal employees shall include all continuous and non-continuous employment with the Corporation from the employee's initial date of hire with the Corporation and shall be determined on a cumulative basis.

## ARTICLE 9

### CHECK-OFF

- 9.01 Subject to the provisions of this Article, the Corporation will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Corporation shall not be obligated to make such deduction from subsequent salary.
- 9.02 The Alliance shall inform the Corporation in writing, at least thirty (30) days in advance of the pay period upon which the modification is to take effect of the new authorized monthly deduction to be checked off for each employee.
- 9.03 For the purpose of applying clause 9.01, deductions from pay for each employee in respect of each calendar month will start with the first full month of employment to the extent that earnings are available.
- 9.04 An employee who satisfies the Corporation to the extent that he or she declares in an affidavit that he or she is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious **organization** involved.

- 9.05 No bargaining agent, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Corporation from the pay of employees in the bargaining unit.
- 9.06 The amounts deducted in accordance with clause 9.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 9.07 The Corporation agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 9.08 The Alliance agrees to indemnify and save the Corporation 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 Corporation limited to the amount actually involved in the error.

## ARTICLE 10

### INFORMATION

- 10.01 The Corporation agrees to provide the Local, on a quarterly basis, with a list of all employees in the bargaining unit. The list referred to herein shall include the name, work location and classification of the employee and shall be provided within one month following the termination of each quarter. As soon as practicable, the Corporation agrees to add to the above list the date of appointment for new employees.

- 10.02 The Corporation agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto and will endeavour to do so within one (1) month of receipt from the printer.
- 10.03 Upon written request of an employee, the Corporation shall make available at a mutually satisfactory time those Corporate directives which have a direct bearing on the requesting employee's terms and conditions of employment.

## ARTICLE 11

### USE OF EMPLOYER FACILITIES

- 11.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Corporation, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Corporation, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- 11.02 The Corporation will also continue its present practice of making available to the Alliance and the Local, specific locations on its premises for the placement of reasonable quantities of literature of the Local and the Alliance.



- 11.03 A duly accredited representative of the Alliance may be permitted access to the Corporation's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Corporation.
- 11.04 The Local shall provide the Corporation a list of such Alliance representatives and shall advise promptly of any change made to the list.

## ARTICLE 12

### EMPLOYEE REPRESENTATIVES

- 12.01 The Corporation acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 12.02 The Local shall determine the jurisdiction of each representative, having regard to the organizational plan, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 12.03 The Alliance shall notify the Corporation in writing of the name, title and jurisdiction of its representatives identified pursuant to clause 12.02.

12.04 (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.

(b) Where practicable, when management requests the presence of a Local representative at a meeting, such request will be communicated to the employee's supervisor.

12.05 The Corporation shall grant leave with pay of one half hour to new employees **and** a Union representative selected by the Local to meet during the new employee's orientation.

## ARTICLE 13

### EMPLOYEES ON THE PREMISES OF OTHER EMPLOYERS

- 13.01** If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Corporation, and the Corporation will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

## ARTICLE 14

### RESTRICTION ON OUTSIDE EMPLOYMENT

- 14.01** Unless otherwise specified by the Corporation as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Corporation.

## ARTICLE 15

### LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

#### **Applications for Certification, Representations and Interventions with respect to Application for Certification**

**15.01** When operational requirements permit, the Corporation will grant leave without pay:

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

**15.02** The Corporation will grant leave with pay to an employee called as a witness by the Canada Industrial Relations Board and leave without pay, when operational requirements permit, to an employee called as witness by an employee or the Alliance.

#### **Conciliation Board Hearings involving the Corporation**

**15.03** When operational requirements permit, the Corporation will grant leave with pay to a reasonable number of employees representing the Alliance before a Conciliation Board.

**15.04** The Corporation will grant leave with pay to employees called as witnesses by a Conciliation Board and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

## **Arbitration involving the Corporation**

- 15.05 When operational requirements permit, the Corporation will grant leave with pay to an employee who is:
- (a) a party to an arbitration;
  - (b) the representative of an employee who is a party to an arbitration; and
  - (c) a witness called by an employee who is a party to an arbitration.

## **Meetings During the Grievance Process**

- 15.06 When operational requirements permit, the Corporation shall grant leave with pay to an employee who has presented a grievance when the Corporation originates a meeting with the employee or when the employee who has presented a grievance seeks **to** meet with the Corporation.
- 15.07 When an employee who has presented a grievance wishes to be represented, at a meeting with the Corporation, the Corporation will arrange the meeting having regard to operational requirements, **and** will grant leave with pay to the representative.
- 15.08 Where **an** employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave, with pay for this purpose.

## **Contract Negotiations Meetings**

- 15.09 When operational requirements **permit**, the Corporation will grant leave without pay to a reasonable number of employees for the purpose of attending contract negotiation meetings on behalf of the Alliance.

## **Preparatory Contract Negotiation Meetings**

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

## **Meetings not otherwise as specified in this Article**

- 15.11 When operational requirements permit, the Corporation will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.
- 15.12 Subject to operational requirements, the Corporation shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, the National Component, the Canadian Labour Congress and the Ontario and Quebec Federations of Labour.

## **Representatives' Training Courses**

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

## **Other leave for Union Business**

- 15.14 Where the status of leave requested cannot be determined until the Canada Industrial Relations Board or an Arbitrator has given a decision, leave without pay will be granted pending final determination of the appropriate leave status.
- 15.15 The Corporation **will** grant leave of absence without pay *to* an employee elected to a full-time office of the Alliance or Component, The duration of such leave shall be for the period the employee holds such office.
- 15.16 When operational requirements permit, the Corporation will grant leave without pay to an employee for the purpose of doing work for the Alliance or Component.

## **ARTICLE 16**

### **NO DISCRIMINATION/HARASSMENT**

- 16.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or **any** disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, language, political affiliation, marital status, and criminal record for which a pardon has been granted, or membership or activity in the union.

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

16.03 (a) Sexual Harassment is any incident or series of incidents which may cause offence or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures, or comments of a sexual nature, the displaying of pornographic material, or any conduct that might reasonably be perceived as placing a condition **of** a sexual nature on any aspect of employment.

(b) Personal harassment is any unwarranted behaviour by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that **job**, or threatens the economical livelihood **of** the individual.

16.04 Enforcement of clauses 16.01, 16.02 and 16.03 shall be via the complaint process set out in the Corporate Directive dated August 11<sup>th</sup> 1997, on No Discrimination and No Harassment in the Workplace. Grievances concerning application or interpretation of this article shall go directly to the final level **of** the grievance procedure. For the purposes **of** independent third party handling of a grievance submitted under this article, the Corporate directive shall be deemed to form part of this Agreement.



## ARTICLE 17

### LEAVE GENERAL

- 17.01 In the month of May, the Corporation shall send to each employee a report of the balance of his or her vacation and sick leave credits.
- 17.02 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.
- 17.03 An employee **is** not entitled to leave with pay during periods he or she is on leave without pay or under suspension.
- 17.04 In the event of termination of employment for reasons other than death or lay-off, the Corporation shall recover from any monies owed the employee **an** amount equivalent to the unearned vacation and sick leave taken **by** the employee, as calculated from the classification prescribed in the employee's letter of appointment on the date of the termination of the employee's **employment.**

## ARTICLE 18

### DESIGNATED PAID HOLIDAYS

- 18.01 Subject to clause 18.02, the following days shall be designated paid holidays for employees:
- (a) New Year's Day,
  - (b) Good Friday,

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

**18.02** An employee absent without pay on both his or her **full** working day immediately preceding and his or her full working day immediately following a designated holiday, is not entitled to pay for the holiday, except in the case of **an** employee who is granted leave without pay under the provisions of Article 15 (Leave With or Without Pay for Alliance Business).

**18.03** When a day designated as a holiday under clause 18.01 coincides with **an** employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest and that day shall count as a holiday and not as a day of leave.

- 18.04 When two (2) days designated as holidays under clause 18.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest, and those days shall count as holidays and not as days of leave.
- 18.05 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 18.03 or 18.04:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
  - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 18.06 When an employee works on a holiday, he or she shall be paid in accordance with the provisions of clause 28.02.
- 18.07 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.
- 18.08 Where operational requirements permit, the Corporation shall not schedule an employee to work both December 25 and January 1 in the same holiday season.
- 18.09 For employees on variable hours of work, a designated paid holiday shall account for the normal daily hours specified by the Agreement.

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

## ARTICLE 19

### VACATION LEAVE

- 19.01 The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup> of the following calendar year, inclusive.
- 19.02 **An** employee shall earn vacation leave credits at the following rate for each calendar month:
- (a) 6% of the hours worked at straight-time rate calculated each month up to a maximum of one and one-quarter ( $1\frac{1}{4}$ ) days, until the month in which the anniversary of the employee's fifth (5<sup>th</sup>) year of service occurs;
  - (b) 8% of the hours worked at straight-time rate calculated each month up to a maximum of one and two-thirds ( $1\frac{2}{3}$ ) days, commencing with the month in which the employee's fifth (5<sup>th</sup>) anniversary of service occurs;
  - (c) 10% of the hours worked at straight-time rate calculated each month up to a maximum of two and one-twelfth ( $2\frac{1}{12}$ ) days, commencing with the month in which the employee's fifteenth (15<sup>th</sup>) anniversary of service occurs;

- (d) 12% of the hours worked at straight-time rate calculated each month up to a maximum of two and one-half (2½) days, commencing with the month in which the employee's twenty-fifth (25th) anniversary of service occurs.

A full-time employee shall accumulate vacation leave credits at the above rate based on regular full-time hours for each calendar month for which the employee receives pay for at least ten (10) days.

19.03 (a) For the purposes of clause 19.02 only, service means uninterrupted employment with the Corporation from the date of hire.

- (b) For the purposes of clause 19.02 only, service for those employees who transferred to the Corporation on the proclamation date of the *Museums Act* or who were hired after July 1, 1990 but before September 30, 1998 means all service with the Corporation and all service with the Federal Public Service and all service with other Federal Museum Corporations, whether continuous or discontinuous, except for any periods of continuous employment in respect of which the employee was granted any type of termination benefit.

19.04 (a) On April 1<sup>st</sup> of each year, employees who have completed six (6) months of continuous employment are credited by anticipation all the vacation leave credits they are entitled to for the vacation year;

- (b) Employees who have not completed six (6) months of continuous employment are entitled to vacation leave with pay to the extent of their earned credits;

- (c) After completion of six (6) months of continuous employment, employees are credited by anticipation the balance of the vacation leave credits they are entitled to for the vacation year.

**19.05** If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half ( $\frac{1}{2}$ ) day, the entitlement shall be increased to the nearest half ( $\frac{1}{2}$ ) day.

### **Scheduling of Vacation Leave With Pay**

19.06 (a) Employees are expected to take all of their vacation leave during the year in which it is earned.

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

(i) to provide an employee's vacation in an amount and at such time as the employee may request;

(ii) not to cancel a period of vacation leave which has been previously approved.

(c) **This paragraph applies only to herdspersons and farm hands:**

Subject to operational requirements, the Corporation shall make every reasonable effort to:

- (i) schedule the employee's vacation leave with pay for at least two (2) consecutive weeks during the period requested, provided written notice of the period requested is given by the employee as soon as possible after April 1st but not later than May 31st;
- (ii) schedule the employee's vacation leave with pay on any other basis than that specified in sub-clause 19.06 (c) (i), if the employee gives the Corporation at least five (5) days' advance written notice of requests for vacation leave with pay of five (5) days or less.

19.07 The Corporation shall give an employee as much notice as is practicable and reasonable of approval, rejection or cancellation of a request for vacation leave with pay. In the case of rejection, alteration or cancellation of such leave, the Corporation shall give the written reason therefore, upon written request from the employee.

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

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

the period of vacation leave so displaced shall either be added to the vacation period or reinstated for use at a later date.

## **Carry-over**

- 19.09 Where in any vacation year an employee has not exhausted all of the vacation leave with pay credited to him or her, the unused leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.
- 19.10 Upon application by the employee and with the approval of the Corporation, vacation leave credits carried over by virtue of clause 19.09 may be paid in cash at the employee's daily rate of pay **as** calculated from the employee's letter of appointment of the employee's substantive position on March 31 of the previous vacation year.

## **Recall to Duty while on Approved Leave**

- 19.11 (a) The Corporation will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay;
- (b) When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Corporation, that the employee incurs:
- (i) in proceeding to the employee's place of duty; and
  - (ii) in returning to the place from which the employee was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled;

after submitting such accounts **as** are normally required by the Corporation to be reimbursed for reasonable expenses incurred by the **employee**.



- (c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 19.11 (b) to be reimbursed for reasonable expenses incurred by the employee.

### **Cancellation of Approved Leave**

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

### **Payment of Annual Leave on Termination of Employment**

19.13 When an employee deceases or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the daily rate of pay as calculated from the classification prescribed in the employee's letter of appointment on the date of termination of employment.

### **Recovery of Unearned Vacation Pay**

19.14 In the event of termination of employment for reasons other than involuntary separation, the Corporation shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, as calculated from the classification prescribed in the employee's letter of appointment on the date of termination of employment,

## ARTICLE 20

### SICK LEAVE

#### **Sick Leave Administration**

**20.01 (a)** An employee shall earn sick leave credits at the rate of 6% of the hours worked at straight-time rate calculated each month up to a maximum of one and one-quarter (1 ¼) days for each calendar month;

A full-time employee shall accumulate sick leave credits at the above rate based on regular full-time hours for each calendar month for which the employee receives pay for at least ten (10) days.

**(b)** On April 1<sup>st</sup> of each year, permanent employees who have completed six (6) months of continuous employment are credited by anticipation all the sick leave credits they are entitled for the leave year;

**(c)** Notwithstanding the provisions of sub-clause 20.01 (b) probationary employees are entitled to sick leave with pay to the extent of their earned credits;

**(d)** After completion of their probationary period, permanent employees are credited by anticipation the balance of the sick leave credits they are entitled to for the leave year;

**(e)** Term employees are entitled to sick leave with pay to the extent of their earned credits;

- (f) At the end of each fiscal year, the unused sick leave credits of an employee shall be carried over into the following fiscal year;
- (g) 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 or reinstated for use at a later date.
- (h) Sick leave credits earned but unused by an employee during a previous period of employment in the Corporation shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the Corporation within one (1) year ~~from~~ the date of layoff.
- (i) The Corporation agrees that an employee recommended for release from employment for incapacity by reason of ill health shall not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

### **Absences because of illness or injury**

- 20.02 (a) An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:
- (i) the employee satisfies the Corporation of this condition in **such** manner and at such time as may be determined by the Corporation; and

(ii) the employee has the necessary sick leave credits.

- (b) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 20.02 (a), sick leave with pay may, at the discretion of the Corporation, be granted to an employee for a period of up to fifteen (15) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

## Medical Certificate

20.03 Unless otherwise confirmed by the Corporation, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties shall, when delivered to the Corporation, be considered as meeting the requirements of clause 20.02 (a), if the period of leave with pay requested does not exceed five (5) days. For sick leave in excess of ten (10) days in a fiscal year, the employee may be required to produce a medical certificate.

## Use of Sick Leave in Case of an Injury-on-duty

- 20.04 (a) While awaiting a decision from a Workers' Compensation authority on an application for injury-on-duty, the employee receives his or her full salary for as long as he or she has sick leave credits;
- (b) If the employee has exhausted his or her sick leave credits, he or she goes on leave without pay. Notwithstanding the preceding, the Corporation may, at its discretion advance the employee a credit of up to twenty-five (25) days;

- (c) If the application is accepted, the employee goes on injury-on-duty leave under clause 23.09 and the sick leaves credits **utilized** while awaiting the decision are re-credited to his or her account;
- (d) If the application is not accepted, the employee goes on sick leave in conformity with clause 20.02.

## ARTICLE 2 1

### MATERNITY AND PARENTAL LEAVE

- 21.01 Every employee who has completed six (**6**) months of continuous employment with the Corporation is entitled to and shall be granted a leave of absence from employment for the purpose of maternity and parental leave.
- 21.02 An employee who intends to take a leave of absence from employment under the Maternity and Parental Leave article shall:
- (a) give at least four (**4**) weeks' notice in writing to the Corporation unless there is a valid reason why that notice cannot be given;
  - (b) inform the Corporation in writing of the length of the leave intended to be taken; and
  - (c) give at least four (**4**) weeks' notice in writing to the Corporation of any change in the length **of** the leave intended to be taken, unless there is a valid reason why that notice cannot be given.

21.03 **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 Without Pay**

21.04 **A** pregnant employee is entitled to and shall be granted Maternity Leave without pay for a period beginning before, on, or after the termination date of pregnancy and ending not later than seventeen (17) **weeks** after the termination date of her pregnancy. At its discretion, the Corporation may require an employee to submit a medical certificate certifying pregnancy.

21.05 Nevertheless, 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 after the date of birth of the child by a period equal to the period during which the child is hospitalized. In which case, 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.

**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;

- (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.

## **Supplementary Employment Benefit Plan for Maternity Leave**

**21.06** An employee who agrees to return to work for a period equal to the period she was in receipt of maternity allowance and who provides the Corporation with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act* 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) for each week that the employee receives a pregnancy benefit pursuant to the Employment Insurance Act, payment equivalent to the difference between the employment insurance benefits and ninety-three percent (**93%**) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

## **Parental Leave Without Pay**

**21.07** Subject to clause 21.09, where **an** employee has or will have the actual care and custody of a newborn child (including an adopted child), that employee is entitled to and shall be granted a leave of absence from employment without pay of up to thirty-seven (**37**) weeks within the fifty-two (**52**) week period beginning on the day the child is born or the day the child comes into the employee's care.

## **Supplementary Employment Benefit Plan for Parental Leave**

**21.08** **An** employee who agrees to return to work for a period equal to the period he or she was in receipt of parental allowance and who provides the Corporation with proof that he or she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act shall be granted a parental 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 parental benefits, an allowance of ninety-three percent (**93%**) of her weekly rate of pay; and



- (b) for each week that the employee receives a parental benefit pursuant to the Employment Insurance act, payment equivalent to the difference between the employment insurance benefits and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period.

## General

- 21.09 The aggregate amount of leave of absence from employment that may be taken by two employees in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks.
- 21.10 For a **full-time** employee the weekly rate of pay referred to above shall be the weekly rate of pay to which he or she is entitled for the classification prescribed in the letter of appointment of the employee's substantive position on the day immediately preceding the commencement of the maternity or parental leave.
- 21.11 For a part-time employee the weekly rate of pay referred to above shall be the **full-time** weekly rate of pay **for** the classification prescribed in the letter of appointment of the employee's substantive position on the day immediately preceding the commencement of the maternity or parental leave 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.

21.12 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.

21.13 Should the employee fail to return to work or return to work but fail to work for a period equal to the period he or she was in receipt of the maternity and/or parental allowance, for reasons other than death, disability or layoff, the employee **recognizes** that he or she is indebted to the Corporation for an amount determined as follows:

(Allowance X	(remaining period to be worked
received)	<u>following, his or her return to work</u> )
	(total period to be worked)

21.14 Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and service for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

## ARTICLE 22

### **EDUCATION LEAVE WITHOUT PAY & CAREERDEVELOPMENTLEAVE**

#### **Education Leave Without Pay**

- 22.01** The Corporation recognizes the usefulness of education leave and that in order to maintain and enhance professional expertise, employees, **from** time to time, need to have an opportunity to attend or participate in career development activities. Upon written application by the employee and with the approval of the Corporation, 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 Corporation requires or is planning to provide.
- 22.02** At the Corporation's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to **100%** (one hundred percent) **of** the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Corporation, to be relevant to organizational requirement. 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.
- 22.03** Allowances already being received by the employee may, at the discretion of the Corporation, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

22.04 As a condition to the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Corporation for a period of not less than the period of the leave granted. If the employee, except with the permission of the Corporation,

- (a) fails to complete the course;
- (b) does not resume employment with the Corporation on completion of the course; or
- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

he or she shall repay the Corporation all allowances paid to him or her under this clause during the education leave or such lesser sum as shall be determined by the Corporation.

22.05 Subject to the provisions of this collective agreement, the employee:

- (a) will resume his or her position upon his or her return from a leave of one (1) year or less in duration;
- (b) will be appointed to an equivalent position upon his or her return from a leave of more than one (1) year duration.

## **Skills/Career Development Leave With Pay**

- 22.06 (a) Skills/Career development refers to an activity which, in the opinion of the Corporation, is likely to be of assistance to the individual in furthering his or her skills/career development and to the organization in achieving its goals. The following activities shall be deemed to be part of skills/career development:
- (i) a course given by the Corporation;
  - (ii) a course offered by a recognized academic institution;
  - (iii) a seminar, convention, conference, or study session in a specialized field directly related to the employee's work.
- (b) The Corporation shall make its best effort to ensure equitable access to skills/career development opportunities described in paragraphs 22.06 (a) (i), (ii), (iii) above.

## **Attendance at Conferences and Conventions**

- 22.07 (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.

(b) In order to benefit from an **exchange** of knowledge and experience with professional colleagues, an employee shall have the opportunity to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints.

22.08 (a) Upon written application by the employee and, with the approval of the Corporation, skills/career development leave with pay may be given for any one of the activities described in clauses 22.06 and 22.07 above.

(b) **An** employee on skills/career development leave shall be reimbursed for all reasonable travel and other expenses, including registration fees incurred by them which the Corporation may deem appropriate.

(c) An employee who attends a conference or convention at the request of the Corporation to represent the interests of the Corporation shall be deemed to be on duty, and as required, in travel status. The Corporation shall pay the registration fees of the convention or conference the employee is required to attend.

(d) An employee shall receive no compensation under the Overtime and Travelling Time provisions of the collective agreement **during** time spent on career development leave provided for in this Article, except as may be provided in sub-clause 22.08 (c).

## Professional Development

- 22.09 (a) The parties to this Agreement share a desire to improve professional standards by giving the opportunity, on occasion:
- (i) to participate in seminars, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;
  - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Corporation;
  - (iii) to carry out research in the employee's field of specialization not specifically related to his or her assigned work projects when in the opinion of the Corporation such research is needed to enable the employee to fill his or her role more adequately.
- (b) An employee may apply at **any** time for professional development under this clause, and the Corporation may select an employee at any time for such professional development.

## Selection Criteria

- 22.10 (a) The Corporation *recognizes* the principle of providing equitable access to skills/career development opportunities to employees according to the requirements of their position, in accordance with this article.
- (b) The Corporation shall establish selection criteria for granting leave under clauses 22.06 through 22.08 to the employees of the Corporation. **An** employee shall be given a copy of these criteria **on** request.
- (c) All applications for leave under clauses 22.06 through 22.08 will be reviewed by the appropriate Divisional Director. The names of approved applicants to whom the Corporation grants leave under these clauses will be made available.

## Career Development Counselling

- 22.11 (a) The Corporation will establish a mechanism for employees to discuss career development opportunities within the Corporation.
- (b) When required by operations, the Corporation will establish career development training opportunities for selected employees. Examples of such situations include the replacement of employees on maternity, education or other extended leave.



- (c) The Corporation recognizes the principle of providing equitable access to career and professional development opportunities to employees according to the requirements of their position.

## ARTICLE 23

### OTHER LEAVE WITH OR WITHOUT PAY

#### Spousal Union Leave with Pay

- 23.01 (a) After the completion of one (1) year's continuous employment with the Corporation, and providing an employee gives the Corporation at least five (5) days' notice, the employee shall be granted five (5) days' leave with pay for the purpose of declaring **spousal** union with another person in a public ceremony. **This** ceremony may be civil or religious.
- (b) 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 **spousal** union leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Corporation from any monies owed the employee.

## **Bereavement Leave With Pay**

- 23.02 (a) For the purpose of this clause, immediate family is defined as spouse, the employee's or spouse's father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, child, step-child or ward of the employee, father-in-law, mother-in-law, the employee's or the spouse's grandchild and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days, leave with pay for the purpose of travel related to the death.
- (c) The employee is entitled to (1) day's bereavement leave with pay for the purpose related to the death of the employees' or spouse's grandparent or the employees' son-in-law, brother-in-law, or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under sub-clauses 23.02 (a) or (b) or (c), the employee shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

- (e) It is recognized by the parties that the circumstances which call for leave in respect to bereavement are based on individual circumstances. On request, the Corporation may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided in sub-clauses 23.02 (a) and (b).
- (f) The Corporation agrees to seriously consider requests for bereavement leave where cultural traditions create important family relationships not described in this clause. Such requests shall not be unreasonably denied.

### **Leave Without Pay for the Care and Nurturing of Preschool Age Children**

**23.03** Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) An employee shall notify the Corporation 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,
- (b) Leave granted under this clause shall be for a minimum period of six (6) weeks.
- (c) The total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment with the Corporation.

- (d) Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of “continuous employment” for the purposes of calculating severance pay and from the calculation of “service”, for the purposes of calculating vacation leave.
- (e) Time spent on such leave shall not be counted for pay increment purposes.
- (f) Subject to the provisions of this collective agreement, the employee who has been granted a leave without pay for the personal care and nurturing of the employee’s pre-school age children:
  - (i) will resume his or her position upon his or her return from a leave of one (1) year or less in duration;
  - (ii) will be appointed to an equivalent position upon his or her return from a leave of more than one (1) year duration.

### **Leave Without Pay for the Long-Term Care of a Parent**

- 23.04 (a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent;
- (b) Subject to operational requirements, an employee shall be granted leave without pay for the purpose of long-term care of a parent in accordance with the following conditions:

(i) **An** employee shall **notify** the Corporation 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 one (1) week.

(iii) The total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment with the Corporation.

(iv) Leave granted under this clause for a period of more than three **(3)** months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service", for the purposes of calculating vacation leave.

(v) Time spent on such leave shall not be counted for pay increment purposes.

(c) Subject to the provisions of this collective agreement, the employee who has been granted a leave without pay for the purpose of long-term care of a parent:

(i) will resume his or her position upon his or her return from a leave of one (1) year or less in duration;

(ii) will be appointed to an equivalent position upon his or her return from a leave of more than one (1) year duration.

## Leave Without Pay for Personal Needs

23.05 Leave without pay will be granted for personal needs in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) Subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) **An** employee is entitled to leave without pay for personal needs only once under each of sub-clause 23.05 (a) and sub-clause 23.05 (b) during the employee's total period of employment in the Corporation. Leave without pay granted under this clause may not be used in combination with maternity, parental or adoption leave without the consent of the Corporation;
- (d) Leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes;

- (e) Leave without pay granted under sub-clause 23.05 (b) shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes;
- (f) Subject to operational requirements, **and** on request of the employee, leave without pay for personal reasons, of up to three (3) days will be granted once in each calendar year. Such requests shall not be unreasonably denied;
- (g) Subject to the provisions of **this** collective agreement, the employee who has been granted a leave without pay for personal needs:
  - (i) will resume his or her position upon his or her return from a leave of one (1) year or less in duration;
  - (ii) will be appointed to an equivalent position upon his or her return from a leave of more than one (1) year duration.

### **Leave Without Pay for Relocation of Spouse**

- 23.06 (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

- (b) Leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of, calculating vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
  
- (c) Subject to the provisions of this collective agreement, the employee who has been granted a leave without pay for relocation of spouse:
  - (i) will resume his or her position upon his or her return from a leave of one (1) year or less in duration;
  - (ii) will be appointed to an equivalent position upon his or her return from a leave of more than one (1) year duration.

### **Leave With Pay for Family Related Responsibility**

- 23.07 (a) For the purpose of this clause, family is defined as spouse, dependent children (including foster children or children of spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- (b) The Corporation shall grant leave with pay under the following circumstances:



- (i) up to five **(5)** days in a fiscal year which may be taken up to one **(1)** day at a time for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. **An** employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
- (ii) up to five **(5)** days of leave with pay in a fiscal year which may be taken consecutively:
- (A) to provide for the temporary care of a sick, member of the employee's family;
  - (B) for appointments of a professional nature ✓  
(lawyer, doctor, others);
  - (C) for moving (maximum of one day); ✓
  - (D) for fire or flooding of the employee's, ✓  
residence;
  - (E) for writing **an** examination for the **purpose**, ✓  
**of** professional development;
  - (F) for observance of religious **holidays**; ✓

upon request additional leave may be granted subject to operational requirements; such request shall not be unreasonably denied;

- (iii) up to **five (5)** days of leave with pay for needs directly related to the birth or adoption of the employee's child.

## **Court Leave**

**23.08** The Corporation shall grant leave with pay to an employee for the period of time he or she is required

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons or similar legal instrument to attend as a witness before a judicial, quasi-judicial or administrative body having the power to command such an appearance.

## **Injury-on-duty Leave**

**23.09** **An** employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Corporation when a claim has been made pursuant to the Government Employees' Compensation Act and a Workers' Compensation authority has notified the Corporation 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 **wilful** misconduct, or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Corporation any amount received by him or her in compensation for loss **of** pay resulting from or in respect **of** such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

## **Personnel Selection Leave**

**23.10** Where an employee participates in a personnel selection process for a position with the Corporation, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes **of** the selection process.

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

**23.11** At its discretion, the Corporation may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement;

- (c) Subject to the provisions of this collective agreement, the employee who has **been** granted a leave under clause 23.11:
- (i) will resume his or her position upon his or her return from a leave of one (1) year or less in duration;
  - (ii) will be appointed to an equivalent position upon his or her return **from** a leave of **more** than one (1) year duration.

## ARTICLE 24

### DEFERRED PAYMENT LEAVE PLAN

- 24.01 The Corporation agrees to establish a Deferred Payment Leave Plan under which a permanent employee has the Corporation withhold a portion of **his** or her salary for a **pre-determined** period of time in order to receive during the leave period the amount that has been withheld.
- 24.02 The deferred payment leave is a full time leave for a minimum period of six **(6)** months and a maximum period of twelve **(12)** months.
- 24.03 The Corporation may grant a deferred payment leave to an employee under the following conditions:
- (a) the employee must have completed at least five **(5)** years of service with the Corporation prior to the start of the leave period;

- (b) the employee must submit his or her request to the Corporation, in writing, two (2) months before the period he or she wishes the deductions be withheld. During this time the Corporation and the employee shall sign an agreement stipulating the terms of the leave.

**24.04** The plan provides for the employee to have a portion of his or her salary withheld for three (3), four (4) or five (5) consecutive years. The leave must start within three (3) months following the completion of the period of withholding of the salary.

**24.05** The deferred salary shall be deposited in a special account and the interest earned on these funds during the funding period shall be paid to the employee during the deferral period on his or her regular pay cheques.

**24.06** (a) An employee may withdraw from the plan, at any time, prior to the commencement of the leave.

(b) Within 60 days of the withdrawal from the plan, the employee shall be paid the full amount of the deferred salary, less any statutory deductions, plus all accrued and previously unpaid interest.

(c) Should an employee die while participating in the plan, any monies accumulated, plus accrued and unpaid interest, shall be paid to the employee's estate.

**24.07** During the deferred payment leave, the employee:

(a) does not accumulate sick leave credits;

(b) may not use his or her sick leave credits;

(c) does not accumulate annual leave credits;

- (d) may not use his or her annual leave;
- (e) does not accumulate service for salary progression.

**24.08** During the deferred payment leave, an employee's benefits will be maintained, subject to the types of the different benefits plans, and the employee will be responsible for the employer and the employee portions of the costs of these benefits.

24.09 Subject to the provision of this collective agreement, the employee will resume his or her position upon his or her return ~~from~~ a deferred payment leave.

## ARTICLE 25

### SEVERANCE PAY

**25.01** Under the following circumstances and subject to clause 25.02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay;

#### **Lay-off**

- (a) (i) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment **and** one (1) week's pay for each additional complete year of continuous employment.

- (ii) On second or subsequent lay-off one week's pay for each year of continuous employment, less any period in respect of which the employee was granted severance pay under sub-clause 25.01 (a) (i) above.

## Resignation

- (b) (i) On resignation with ten (10) or more years of continuous employment, one-half (½) 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.
- (ii) Notwithstanding paragraph 25.01 (b) (i), an employee who resigns to accept an appointment with an organization whose pension plan is governed by the *Public Service Superannuation Act* may choose not to be paid severance pay provided the appointing organization will accept the employee's previous service for severance pay entitlement.

## Retirement

- (c) (i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance under the *Public Service Superannuation Act*, or

- (ii) a part-time employee, who regularly works more than twelve (12) but less than thirty (30) hours a week, and who, if he or **she** were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of 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.

## Death

- (d) 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) When **an** employee dies the Corporation shall pay to the estate of that employee the amount of pay the employee would have received but for his or her death for the period from the date of the employee's death to the end of the month in which the employee's death occurred.

**25.02** Severance benefits payable under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 25.01 be pyramided.

**25.03** The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's letter of appointment on the date of the termination of the employee's employment.

**25.04** Notwithstanding the provisions of Clause 25.01 of the Agreement, where the period of continuous employment in respect **of** which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated **as** follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time- period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

## ARTICLE 26

### HOURS OF WORK

#### General

- 26.01** For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at **00:00** hours Monday morning and ending at **24:00** hours the following Sunday night. The day is a twenty-four (**24**) hour period commencing at **00:00** hours.
- 26.02** Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.
- 26.03** The Corporation may require employees to register their attendance in a form or in forms to be determined by the Corporation.
- 26.04** The staffing, preparation, posting and administration of shift schedules are the responsibility of the Corporation.

#### Regular Hours of Work

- 26.05** Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee or employees concerned.
- (a) The work week of an employee in a position included in group one (1) of Appendix B, will be composed of five (5) consecutive days of 7.5 hours each, exclusive of an unpaid lunch period, between the hours of 07:00 and 18:00 from Monday through Friday for a total of 37.5 hours per week.

- (b) The work week of an employee in a position included in group two (2) of Appendix B, will be composed of an average of thirty-seven decimal five (37.5) hours and an average of five (5) days per week. These employees will also receive an unpaid lunch period during each scheduled work day.
  
- (c) The work week of an employee in a position included in group three (3) of Appendix B, will be composed of an average of forty (40) hours and an average of five (5) days per week. These employees will also receive an unpaid lunch period during each scheduled work day.
  
- (d) The work week of an employee in a position included in group four (4) of Appendix B, will be composed of five (5) consecutive days of 7.5 hours each, exclusive of an unpaid lunch period, between the hours of 07:00 and 18:00 for a total of 37.5 hours per week.
  
- (e) The work week of an employee in a position included in group five (5) of Appendix B, will be composed of an average of forty (40) hours and an average of four (4) days per week. These employees will also receive an unpaid lunch period during each scheduled work day.
  
- (f) Employees will be provided with two (2) consecutive days of rest per week.

26.06 Subject to operational requirements as determined from time to time by the employer, an employee shall have the right to select and request flexible hours between 7:00 a.m. and 6:00 p.m. and such request shall not be unreasonably denied.

26.07 (a) The weekly and daily hours of work may be varied by the Corporation, following meaningful consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours remains unchanged.

(b) It is understood that consultation under sub-clause 26.07 (a) will be held at the local level for fact finding purposes and will be referred to the appropriate Corporation/Alliance levels before implementation.

26.08 It is understood by the parties that the provisions of clause 26.06 will not be applicable in respect of part-time employees.

### **Meal Periods and Rest Periods**

26.09 (a) Employees who work more than four consecutive hours in a day are entitled to an unpaid meal period of thirty (30) minutes. Subject to operational requirement, employees may choose to take a ~~sixty~~ (60) minutes unpaid meal period;

(b) It is recognized that the meal period may be staggered for the employees. However, the Corporation will make every effort to arrange meal periods at times convenient to the employees;

(c) Full time employees are entitled to a paid rest period of fifteen (15) minutes in the morning and of fifteen (15) minutes in the afternoon;

(d) Part-time employees are entitled to a paid rest period of fifteen (15) minutes for each half of a normal workday.

## Variable Hours of Work

- 26.10 (a) Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Corporation, an employee may complete the weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (**37.5**) or forty (40) hours per week, whichever is the case. Such a request shall not be unreasonably denied.
- (b) As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Corporation. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as normal work day for the employee.
- (c) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall it be deemed to prohibit the right of the Corporation to schedule any hours of work permitted by the terms of this Agreement.

## Scheduling of Hours of Work

- 26.11 The Corporation shall not schedule shift work in its operations. Should it become necessary, the corporation shall, in accordance with Article 50, negotiate the terms and conditions for the introduction of shift work at the Corporation.

- 26.12 (a) The Corporation shall set up a master schedule for part-time employees which covers the normal requirements of the operations for a period of twenty-eight (28) calendar days and post it fifteen days in advance.
- (b) Part-time employees shall be paid for the time actually worked or a minimum of four (4) hours' pay at straight time, whichever is the greater, in accordance with the applicable rate of pay specified in Appendix A of this Agreement. However, if an employee requests and is granted permission to leave before the end of his or her minimum four (4) hour work period, he or she shall be paid only for those hours which he or she worked.

### **Call-In Procedure for Part-time Employees**

26.13 In the event that an employee assigned to a scheduled full-time or part-time shift cannot work the shift and operational requirements necessitate that the shift be filled, the shift **will** be offered to **part-time** employees in order of the rotating part-time list in each service. The rotating part-time list consists of the names of **part-time** employees who have indicated a willingness to work additional hours in each service. The lists shall be amended biweekly by placing the name at the top of the list at the bottom.

26.14 Where **an** employee's scheduled hours of **work** do not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day; or
- (b) on the day it terminates where more than half of the hours worked fall on that day.

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

**26.15** The Corporation will make every reasonable effort:

- (a) not to schedule the commencement **of** a shift within sixteen (**16**) hours of the completion of the employee's previous shift; and
- (b) to avoid excessive fluctuation in hours of work.
- (c) the provisions of sub-clauses 26.15 (a) and (b) do not apply to employees on variable hours of work.

**26.16** Provided sufficient advance notice is given, the Corporation may:

- (a) authorize employees to exchange shifts if there is no increase in cost to the Corporation; and
- (b) authorize employees to exchange shifts for days of rest if there is no increase in cost to the Corporation.

26.17 (a) **An** employee who is required to change his or her scheduled hours of work without receiving at least five (5) days notice in advance of the starting time of such change in his or her scheduled hours of work, shall be paid for the first scheduled hours worked on the revised schedule at the rate of time and one-half (1½). Subsequent scheduled hours worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

(b) Every reasonable effort will be made by the Corporation to ensure that the employee returns to his or her original scheduled hours of work. **An** employee whose scheduled hours are changed without five (5) days prior notice shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated at the overtime rate.

26.18 An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 18:00 p.m., as provided in clause 26.03, and who has not received at least five (5) days notice in advance of the starting time of such change, shall be paid for the first day or scheduled hours worked subsequent to such change at the rate of time and one-half (1½). Subsequent days or schedules worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this Agreement.



## ARTICLE 27

### WASH-UP TIME

**27.01** Where, due to the nature of work there is a need, wash-up time up to a maximum of ten (10) minutes will be permitted before the lunch hour and before the end of the working day.

## ARTICLE 28

### OVERTIME

#### General

- 28.01 (a)** Subject to the operational requirements of the Corporation, the Corporation shall make every reasonable effort to avoid excessive overtime and **to** allocate overtime work on an equitable basis among readily available qualified employees.
- (b)** Except in cases of emergency, call-back or mutual agreement with the employee, the Corporation shall, wherever possible, advise employees of any requirement for overtime work at the start of their regular work period.

## Overtime Compensation

28.02 (a) Subject to clause 28.03, an employee in a position included in group one (1) or group four (4) of Appendix B who is required to work overtime is compensated as follows:

- (i) on a scheduled work day, time and one-half (1½) for all hours worked beyond seven and one-half (7½) hours and double (2) time for hours worked in excess of twelve (12) hours;
- (ii) on a first day of rest, time and one-half (1½) for the first seven and one-half (7½) hours worked and double (2) time thereafter;
- (iii) on a second or subsequent day of rest, double (2) time for all hours;
- (iv) on a designated paid holiday, time and one-half (1½) for the first seven and one-half (7½) hours worked and double (2) time thereafter in addition to the normal compensation for the designated holiday.

(b) Subject to clause 28.03, an employee in a position included in group two (2) of Appendix B who is required to work overtime is compensated as follows :

- (i) time and one-half ( $1\frac{1}{2}$ ) for hours worked beyond seventy-five (**75**) hours in a two (2) week cycle and double (2) time for hours worked in excess of twelve (12) hours on a scheduled work day, except for hours worked during a sleep over;
  - (ii) on a first day of rest, subject to paragraph **28.02 (b) (i)** above, double (2) time for all hours in excess of seven and one-half (**7%**) hours;
  - (iii) on a second or subsequent day of rest, subject to paragraph **28.02 b) i)** above, double (2) time for all hours;
  - (iv) on a designated paid holiday, time and one-half ( $1\frac{1}{2}$ ) for the first seven and one-half (**7%**) hours worked and double (**2**) time thereafter in addition to the normal compensation for the designated holiday.
- (c) Subject to clause **28.03**, an employee in a position included in group three (3) of Appendix B who is required to work overtime is compensated as follows :
- (i) time and one-half ( $1\frac{1}{2}$ ) for hours worked beyond eighty (**80**) hours in a two (2) week cycle, however, time and one half (**1%**) for hours worked in excess of eight (**8**) hours and double (2) time for hours worked in excess of twelve (12) hours on a scheduled work day;

- (ii) on a first day **of rest**, subject to clause 28.02 c) i) above, double **(2)** time for **all** hours worked in excess of eight **(8)** hours;
- (iii) on a second or subsequent day of rest, subject to clause 28.02 c) i) above, double **(2)** time for all hours;
- (iv) on a designated paid holiday, time and one-half (1½) for the first eight **(8)** hours worked and double **(2)** time thereafter in addition to the normal compensation for the designated holiday.

**(d)** Subject to clause 28.03, an employee in a position included in group five **(5)** of Appendix B who is required to work overtime is compensated as follows :

- (i) time and one-half **(1½)** for **hours** worked beyond eighty (80) hours in a two (2) week cycle, however, time and one half (1½) for hours worked in excess of ten (10) hours and double **(2)** time for hours worked in excess of twelve **(12)** on a scheduled work day, except during harvesting operations where double **(2)** time is paid for hours worked in excess of sixteen **(16)** hours;
- (ii) on a first day of rest, subject to paragraph 28.02 d) i) above, double **(2)** time for all hours worked in excess of ten (10) hours;
- (iii) on a second or subsequent day of rest, subject to paragraph 28.02 d) i) above, double (2) time for all hours;

- (iv) on a designated paid holiday, time and one-half (1 ½) for the first ten (10) hours worked and double (2) time thereafter in addition to the normal compensation for the designated holiday.

**28.03** An employee is entitled to overtime compensation under clause **28.02** for each completed period of fifteen (15) minutes of overtime worked:

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

**28.04** Employees shall record starting and finishing times of overtime work in a form determined by the Corporation.

**28.05** The Corporation shall endeavour to make cash payments for overtime in the month following the month in which the overtime was worked.

## **Compensatory Leave**

**28.06** (a) Overtime shall be compensated in cash except where, upon request of an employee the compensation shall be in equivalent leave with pay unless the Corporation, by reason of operational requirements, is unable to grant such leave. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate.

- (b) The Corporation shall make every reasonable effort to grant compensatory leave at times convenient to the employee and the Corporation.
- (c) Compensatory leave with pay not used by the end of the fiscal year in which it is earned shall be carried over until September 30<sup>th</sup> of the next fiscal year where, if still unused, it will be paid for in cash. Such payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment at the end of the fiscal year.
- (d) Where, in respect of any period of compensatory leave, an employee is granted bereavement leave, or sick leave with pay on production of a medical certificate, the period of compensatory leave shall be displaced and reinstated for use at a later date.

## Meal Allowance

- 28.07 (a) **An** employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed expenses for one meal in the amount of six dollars (\$6.00).
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of six dollars (\$6.00).

- (c) Reasonable time with pay, to be determined by management, 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.

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

**28.09** Compensation under this Article shall not be paid for overtime worked by **an** employee at courses, training sessions, conferences and seminars unless the employee is required by the Corporation to represent the interests of the Corporation.

**28.10** If **an** employee reports back for overtime work which is not contiguous to either

- (a) the employee's regularly scheduled hours on that day, or
- (b) any other period of work on that day,

the employee shall be paid for the time actually worked, or a **minimum** of four **(4)** hours' pay at straight time, whichever is the greater. However, this clause shall be applicable only to employees who are notified of such a non-contiguous overtime requirement prior to the completion of either their regularly scheduled hours on that day, or any other period of work on that day, as applicable.

## Reimbursement for Transportation Costs

**28.11** When an employee is required to report for work and reports under the conditions described in clauses 28.02 and 28.10, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when **authorized** by the Corporation to use his or her automobile when the employee travels by means of his or her own automobile; or
- (b) out-of-pocket expenses for other means of commercial transportation.

## Commuting Time Not Time Worked

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



## ARTICLE 29

### PREMIUMS

**29.01** In the event that shift work is introduced at the Corporation, a shift work employee, whose hours of work are scheduled on an irregular or rotating basis, will receive a shift premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m.. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m..

#### **Weekend Premium**

- 29.02 (a) Employees shall receive an additional premium of one dollar twenty-five cents (\$1.25) per hour **for work** on a Saturday and/or Sunday for hours worked as stipulated in sub-clause 29.02 (b) below.
- (b) Weekend premium shall be payable in respect of all regularly scheduled hours at straight time rates worked on Saturday and/or Sunday.

#### **Split Shift Premium**

**29.03** In the event that split ~~shift~~ work is introduced at the Corporation, and an employee in the GS category is required to work a split shift, the employee shall receive an additional premium of fifty cents (50¢) per hour for all hours worked on a split shift. A split shift is defined as a shift that **is** regularly scheduled and that includes one regularly scheduled interruption for purposes other than the employee's meal break or rest period. However, the foregoing shall not apply in cases where the employee requests to work on a split shift.

## **Sleepover Premium**

29.04 When an employee is required because of his or her work schedule to stay at the Museum overnight because of operational activities, the employee will be paid a premium of one dollar and fifty cents (\$1.50) per hour worked each night the employee is so required.

## **ARTICLE 30**

### **REPORTING, CALL-BACK AND STAND-BY PAY**

30.01 An employee who reports for work on his or her scheduled working day shall be paid for the time actually worked, or a minimum of four **(4)** hours pay at straight time, whichever is the greater.

30.02 If an employee is required to work or is called back to work and returns to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work, or
- (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 his or her place of work, or
- (d) from stand-by duty,

the employee shall be paid the greater of:

- (i) the minimum of three (3) hours pay at the applicable **overtime** rate, or
- (ii) compensation at the applicable overtime rate for time worked.

**30.03** Time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

**30.04** Where the Corporation requires an employee to be available on stand-by during off-duty hours, an employee shall be entitled to a stand-by payment of twelve dollars (\$12.00) for each eight (8) consecutive hours or portion thereof that he or she is on stand-by.

**30.05** An employee designated by letter or by list for stand-by duty shall be available during his or her period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for stand-by, the Corporation will endeavour to provide for the equitable distribution of stand-by duties.

**30.06** No stand-by payment shall be granted if an employee is unable to report for duty when required or is unable to be reached.

**30.07** The Corporation agrees that in the areas and in the circumstances where electronic paging devices are both practicable and efficient they will be provided without cost to those employees on stand-by duty.

**30.08** When an employee is called back to work under the conditions described in clause 30.02 above and is required to use transportation services other than normal public transportation, he or she shall be reimbursed transportation costs in accordance with the provisions of the Corporation's Travel Directive.

## ARTICLE 3 1

### TRAVELLING TIME

3 1 .01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article. Employees in travel status will be reimbursed for all reasonable expenses in accordance with the Corporation's Travel Directive.

When an employee is required to travel on Corporation business, the time of departure and the means of such travel shall be determined by the Corporation and the employee will be compensated for travel time in accordance with clauses 3 1.03 and 28.03. Travelling time shall include necessary time spent at each stopover en route provided such stopover is not longer than three (3) hours.

For the purpose of clauses 3 1.02 and 3 1.04, 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 Corporation;

- (b) for travel by private means of transportation, the normal time as determined by the Corporation, 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.

In the event that an alternate time of departure and/or means of travel is requested by the employee, the Corporation may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Corporation's original determination.

**31.04** If an employee is required to travel as set forth in clauses 3 1.02 and 3 1.03:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her 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 or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours; and
  - (ii) at the applicable overtime for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours, pay at the straight-time rate of pay.

- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the straight-time rate.

**31.05** 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 Corporation.

**31.06** Other than when required by the Corporation to use a vehicle of the Corporation 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.

## ARTICLE 32

### **PAY ADMINISTRATION**

#### **Entitlement to Pay**

**32.01** *An* employee, other than an employee being paid acting pay, shall be paid on a bi-weekly basis for services rendered at a rate of pay identified in Appendix "A" for his or her classification level as prescribed in his or her letter of appointment. The rates of pay set forth in Appendix "A" of this Agreement shall become effective on the dates specified in this Agreement.

## Direct Deposit

- 32.02 (a) The salary is deposited in a bank account held by the employee, in an financial establishment of his or her choice, on the condition that the selected banking establishment participate in the electronic system for the transfer of **funds**. The Corporation is not responsible for delays caused by the banking establishment. Exceptionally, the Corporation may choose to make the salary payment by cheque.
- (b) When an employee submits a written request to change the designated banking establishment for the deposit of his or her salary, the modification will normally be done within four **(4)** weeks following the date of receipt of the required **authorizations**.
- (c) With each regular payment, the employee will receive a statement of earnings indicating the applicable gross earnings, each deduction made, the net pay and the year to date of each.
- (d) Employees on strength who are paid by cheque as of October **5<sup>th</sup>** 2000, retain their entitlement to be paid by cheque.

## Pay Increment

- 32.03 (a) The pay increment period will be fifty-two **(52)** weeks and the pay increment date will be the anniversary date following the pay increment period **as** calculated from the date of appointment.

- (b) Where a pay increment and a pay revision are effected on the same **date**, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision. Where an employee's date of appointment, pay increment and/or pay revision are effected on the same date, the pay increment shall be applied first, the resulting rate shall be revised in accordance with the pay revision and his or her rate on appointment shall be established at the revised scale of rates in the new classification level in, accordance with the provisions of clauses 32.04, 32.05 or 32.06.

### **Rate of Pay on Appointment to a Classification Level having a Higher Maximum Rate**

**32.04** An employee appointed to a classification level having a maximum rate of pay four per cent **(4%)** or more greater than the maximum of his or her former classification level shall be paid in his or her new classification level at the rate of pay, nearest to the rate he or she was receiving immediately before the appointment (**see** clause 32.09 for application on acting pay), that gives him or her an increase in pay of not less than four per cent **(4%)**. If there is no such rate, the employee shall be paid the maximum rate in his or her new scale.



Rate of Pay on Appointment to a Classification Level having a Lower **Maximum** Rate

32.05 NOTE:(Except in the case of reclassification of duties and responsibilities to a level having a lower maximum rate where clause 32.08 would apply.)

An employee appointed, other than for incompetence or incapacity, to a classification level having a lower maximum rate of pay than his or her former classification level may be paid at any rate in the scale of rates for the new classification level to which he or she is appointed which is not less than the rate of pay the employee was receiving immediately before the appointment (see clause 32.10 for application on termination of acting pay), or **if** there is no such rate the employee shall be paid the maximum of his or her new scale of rates.

32.06 (a) **An** employee appointed to a classification level having the same maximum rate of pay as his or her former classification level shall be paid a rate of pay in his or her new scale of rates nearest to but not less than the rate he or she was receiving immediately before the appointment (see clause 32.09 for application of acting pay), or if there is no such rate the employee shall be paid the maximum of his or her new scale of pay rates.

- (b) **An** employee appointed to a classification level having a maximum rate of pay which exceeds the maximum ~~rate~~ of his or her former classification level by less than four percent **(4%)** shall be paid a rate of pay in his or her new scale of rates nearest to but not less than, the rate he or she was receiving immediately before the appointment (see clause 32.09 for application on acting pay and temporary assignment), except that if there is no such rate the employee shall be paid the maximum of new scale of rates.

### **Rate of Pay on Reclassification of Duties and Responsibilities to a Level with a Lower Maximum Rate**

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

- (a) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

- (b) Downward reclassification notwithstanding, the incumbent employee's current salary rate will be maintained for a period of two **(2)** years, effective on the date the employee has been informed in writing of the results of this reclassification. At the end of the period noted above the employee's rate of pay will be set to a point close to his/her current rate but not higher than the maximum of the new classification level for his or her position. Employees benefiting from salary protection as of September 30<sup>th</sup> 1998 will be excluded from this clause and will continue to receive salary protection until they vacate their existing position.
  
- (c)
  - (i) The Corporation will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
  
  - (ii) In the event that the incumbent declines an offer of transfer to a position as in (i) above, without good and sufficient reason, that incumbent shall be immediately paid at the rate **of** pay for the reclassified position.

32.08 If, during the term of this Collective Agreement, a new classification standard for a group is established and implemented by the Corporation, the Corporation shall, before applying rates **of** pay to new levels resulting from the application of the standard, negotiate with the Alliance, the rates of pay. The new rates of pay will be effective retroactively to the date **of** implementation of the plan.

## Acting Pay

- 32.09 (a) When an employee is required by the Corporation to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least the period specified in sub-clause 32.09 (b) below, the employee shall be paid acting pay calculated **from** the date on which he or she commenced to act **as** if he **or** she had been appointed to that higher classification level for the period in which he or she acts,
- (b) for two **(2)** consecutive days for all employees in the GS (S&NS) and GL (S&NS) sub-groups and **five (5)** consecutive working days for all other employees in the bargaining unit.
- (c) 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.

## Pay of an Employee on Termination of Acting Pay

- 32.10 (a) On termination of acting pay, an employee shall be entitled to pay **from** the date of termination **as** if he or she had remained in his or her classification level in the bargaining unit. The rate so determined shall also be the employee's rate of pay for the purpose of calculating a new rate of pay for any appointment or acting pay which coincides with the termination date.

- (b) Where an employee on acting pay or on temporary assignment is appointed to the classification level in which he or she is acting or temporarily assigned, the employee shall continue to be paid in that classification level at the rate of pay he or she is receiving and his or her service in that classification level shall be recognized in determining his or her increment date.

**32.11** When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

## **Overpayment**

**32.12** When an employee, through no fault of his or her own, has been overpaid, the paying office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee advises his or her Local Management that the stated recovery action will create a hardship, arrangements will be made by the Corporation with the paying office to limit recovery action to not more than 10% of the total amount owed per pay period until the entire amount is recovered.

## **Pyramiding of Payments**

32.13 Payments provided under the overtime, reporting pay, call-back designated holiday, and stand-by provisions of this agreement and clauses relating to payments of the above, shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

## **Supervisory Differential**

32.14 A supervisory differential, as established in Appendix D, shall be paid to employees in the bargaining unit who encumber positions classified in the GL and GS groups which receive a supervisory rating under the classification standard, and who perform supervisory duties.

## **ARTICLE 33**

### **SUSPENSION & DISCIPLINE**

33.01 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a union representative attend the meeting. The employee shall receive a minimum of one "day" notice of such a meeting and shall be advised of the right to have a union representative attend the meeting.

- 33.02 When an employee is suspended from duty, the Corporation undertakes to notify the employee in writing of the reason for such suspension. The Corporation shall endeavour to give such notification at the time of suspension.
- 33.03 The Corporation shall notify the Local President of the Alliance that such suspension has occurred.
- 33.04 The Corporation agrees not to introduce ~~as~~ evidence in a hearing relating to disciplinary action, any document from the file of an employee, if an employee was not aware of its content in his or her file, at the time of filing or within a reasonable period thereafter.
- 33.05 **Any** document or written statement related to disciplinary action, which may have been placed on the personnel file ~~of~~ an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken. This, provided no further disciplinary action was recorded during that period.

## ARTICLE 34

### STATEMENT OF DUTIES

- 34.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and ~~an~~ organization chart depicting the position's place in the ~~organization~~.

## ARTICLE 35

### EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES

- 35.01 (a) When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. **A** copy of the completed assessment form will be provided to the employee at that time. **An** employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Corporation's representative or representatives who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half ( $\frac{1}{2}$ ) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.
- 35.02 (a) Prior to an employee performance review, the employee shall be given:
- (i) the evaluation form which will be used to review the employee's performance;
  - (ii) any written document which provides instructions to the person conducting the review;



- (b) If during the employee performance review, either the form or instructions are changed, they shall be given to the employee.

**35.03** Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Corporation.

## ARTICLE 36

### HEALTH AND SAFETY

#### **Policy Statement**

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

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

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

## Corporation's Obligation

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

## Joint Health and Safety Committees

**36.03 (a)** The Corporation and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, joint health and safety committees will be formed and will operate in accordance with the provisions of the *Canada Labour Code, Part II*.

(b) (i) The employees appointed to the Joint Health and Safety Committee shall perform the duties assigned to them without loss of salary or benefits.

(ii) Alliance representatives on Health and Safety Committees shall be provided the necessary training in order to carry out their responsibilities as required by the *Canada Labour Code Part II* and the Collective Agreement. All time spent in such training shall be deemed to be time at work.

- (iii) Alliance representatives on the Health and Safety Committees shall be entitled to time off from work with no loss of earnings to attend seminars, conferences, courses sponsored by government agencies or the Alliance where such courses give instruction or upgrading on health and safety matters.

## **Rights and Obligations of the Alliance**

- 36.04 (a) Without limiting the generality of the foregoing, the Alliance, in co-operation with the Corporation, shall encourage employees to work in a safe manner, and shall promote healthy and safe working conditions.
  
- (b) When an employee notes that the quality of the environment is deteriorating, he or she is obliged to inform the Corporation without delay in writing, or orally if he or she believes the situation is urgent.

## **Rights and Obligations of Employees**

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

## **Free Transportation in the Event of Serious Illness or Injury**

36.06 The Corporation agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and, from there, to his or her home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of:

- (a) injury on the job, or
- (b) a heart attack or other serious ailment which occurs on the job,

and to notify the Local of incidents of this nature.

## **Lifting**

36.07 As provided in the *Canada Labour Code, Part II*, the Corporation will provide any employee required to lift by hand any object weighing in excess of ten (10) kilograms with instructions and training in the manual handling of materials.

## **Right of Refusal**

36.08 (a) **An** employee **has** the right to refuse to do particular work if the employee has reasonable grounds to believe that the performance of this work will endanger his or her health, safety or physical well-being, or may similarly endanger another employee.

- (b) The employee may not, however, exercise the right granted to him or her under sub-clause 36.08 (a) if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the danger that could justify the refusal is inherent in the kind of profession, trade or occupation exercised by the employee.
- (c) When an employee refuses to do particular work in accordance with sub-clause 36.08 (a):
- (i) the employee shall inform their supervisor and the Alliance representative without delay;
  - (ii) the employee shall suffer no loss of salary during the period for which he or she withdraws his **or** her services;
  - (iii) the employee is entitled to be present while the investigation provided for hereinafter **is** conducted;
  - (iv) until the situation is remedied, no other employee may be assigned to use or operate the machine, apparatus, material or object, **or** be assigned *to* the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions;

- (v) until the situation giving rise to the refusal to work is corrected, the Corporation may assign temporarily ~~the~~ employee to another job providing that it is similar to their own, that the employee does not suffer any loss of salary and that such an assignment does not violate the provisions of the collective agreement.

## **Administration of Legislation**

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

## **Protection for Pregnant or Breast-feeding Worker**

**36.10** **An** employee who is pregnant or breast-feeding has the right to stop work without loss of pay for the period of leave beginning with the pregnancy to the end of the 24th week following the birth as indicated by the medical certificate provided by the doctor of the employee's choice if by reason of the pregnancy ~~or~~ nursing continuing any of her current functions may pose a risk to her health or that of the foetus or child.

**36.11** The Corporation shall consider any request for re-assignment and/or job modification in consultation with the Alliance and, where reasonably practical, shall modify the employee's job functions or re-assign her.

**36.12** **An** employee's request to be **re-assigned** must be accompanied by a medical certificate supplied by a doctor of ~~the~~ employee's choice stating the duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

36.13 The employee will be granted a leave of absence with pay at her regular rate of pay for the duration of the risk period as indicated by the medical certificate until the Corporation:

- (a) modifies her job functions or reassigns her, or
- (b) informs her in writing that it is not reasonably practicable to modify her job functions or to reassign her.

## ARTICLE 37

### JOINT CONSULTATION

#### **Mutual Benefits**

37.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

37.02 Within five **(5)** days of notification of consultation served by either party, the Alliance shall notify the Corporation in writing of the representatives authorized to act on behalf of the Alliance on the Joint Union/Management Consultation Committee.

#### **Conditions of Employment or Working Conditions**

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

**37.04** Without prejudice to the position ~~the~~ Corporation or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreement, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

## ARTICLE 38

### GRIEVANCE AND ARBITRATION PROCEDURE

#### **Definitions**

- 38.01 (a) A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the agreement;
- (b) A classification grievance shall be defined as a grievance filed by an employee who feels his or her position is incorrectly classified. An employee is entitled to file a classification grievance in accordance with Article 40 (Classification) of this collective agreement;
- (c) A staffing grievance shall be defined as a grievance filed by an employee who feels aggrieved or unjustly treated with respect to any staffing decision. An employee is entitled to file a staffing grievance in accordance with Article 41 (Staffing) of this collective agreement.



## **No Threats or Intimidation**

**38.02** No person who is employed in a managerial capacity shall seek by intimidation, by the threat of dismissal or by any other threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this Collective Agreement.

## **General**

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

**38.04** A representative of the Alliance may, if the complainant so desires, be present at each meeting provided for in the various steps of the grievance and arbitration procedure between the Corporation and the Alliance.

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

**38.06** 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 Corporation. •

**38.07** “Day” as described in the grievance and arbitration procedures of this agreement shall mean a day of work exclusive of Saturdays, Sundays and Recognized Holidays.

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

38.09 Any or all of the time limits applicable to the grievance procedure may be extended by mutual agreement of the Alliance and the Corporation.

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

## **Grievance Procedure**

38.11 An employee who has a complaint may discuss it orally with his or her immediate supervisor, or if unavailable, with the Division's Director, alone or, at the request of the employee, in the presence of a union steward. In the event that the complaint is not settled in this manner, it may then become a grievance.

### **38.12 STEP 1**

- (a) An employee may in the presence of an Alliance representative, submit a grievance in writing to the Divisional Director **or** to the next level of Management, if unavailable, within twenty-five **(25)** days from the date the grievor became aware of the circumstances giving rise to the grievance.

- (b) Within ten (10) days of receipt of the grievance the Divisional Director may hold a meeting to review the specifics and will provide a reply in writing to both the grievor and the Alliance representative.

### 38.13 STEP 2

- (a) Failing satisfactory settlement at Step 1, the grievor in the presence of an Alliance representative may submit the grievance to the Branch Director General or in his or her absence to his or her designate within ten (10) days from the date of receipt of the reply to the grievance ~~from~~ Step 1.
- (b) Within ten (10) days of the receipt of the grievance the Director General or his or her designate may hold a meeting and will provide a reply in writing to both the grievor and the Alliance representative.

### 38.14 STEP 3

- (a) Failing satisfactory settlement at Step 2, the grievor in the presence of an Alliance representative may submit the grievance to the Director of the Corporation, within ten (10) days from the date of receipt of the reply to the grievance from Step 2.
- (b) Within thirty (30) days of the receipt of the grievance, the Director of the Corporation will provide a reply in writing to both the grievor and the Alliance representative.

- 38.15 Grievances involving suspension or discharge shall be initiated at step 2.
- 38.16 Any difference arising directly between the Alliance and the Corporation concerning the interpretation, application, administration or alleged violation of the provisions of the collective agreement may be submitted by the Alliance in writing at Step 2 and be dealt with as a proper grievance under the grievance procedure and may be referred to arbitration.
- 38.17 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all steps, except Step 3, may be eliminated by agreement of the Corporation and the Alliance.

### **Arbitration**

- 38.18 Where a grievance has been presented to the final level and it has not been satisfactorily resolved, it may be referred to arbitration by either party, within thirty (30) days following either from the date of the Corporation's final response or by the Bargaining Agent's final response.
- (a) Subpoenaed employees whose attendance is required at arbitration hearings shall receive permission to be absent from work. Time spent by such employees at arbitration proceedings shall be considered time worked, however, overtime shall not be authorized for such attendance.
- (b) Where an employee has filed an individual grievance, such a grievance must be countersigned by the bargaining agent before its referral to arbitration within the time frame stipulated above.

- (c) The parties will attempt to agree on the appointment of a single individual to act as arbitrator; should this not be the case, the Minister, **Human** Resources Development Canada, will appoint an arbitrator.
- (d) Each party will bear half the cost related to the arbitration.
- (e) The arbitrator will render his or her decision within forty-five (45) working days of the end of the arbitration hearing or submission.
- (f) The time limit fixed in the arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.
- (g) The parties **are** bound by the arbitrator's decision.
- (h) The arbitrator in his or her decision, must refer to the collective agreement and may not modify its contents.

38.19 Where a grievance that may be presented by an employee to arbitration is a grievance relating to the interpretation or application in respect of him or her of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to arbitration unless the bargaining agent for the **bargaining** unit to which the Collective Agreement or **arbitral** award applies signifies in prescribed manner:

- (a) its approval of the reference of the grievance to arbitration; or
- (b) its willingness to represent the employee in the arbitration proceedings.

## ARTICLE 39

### TERMINATION OF EMPLOYMENT

- 39.01** Employees whose services will no longer be required because of lack of work or the discontinuance of their position will be provided with notice as stated in **39.07**.
- 39.02** Upon the request of the employee or at the discretion of the Corporation the notice period may be paid out in a lump sum equivalent to the salary that would have been earned during the stated notice period.
- 39.03** The Corporation shall notify the Alliance Local executives as far in advance **as** possible of the lay-off date of any employees for the purpose of exploring ways of assisting employees.
- 39.04** **In** all cases noted in 39.01 the Corporation will whenever reasonably possible carry out these reductions by attrition.
- 39.05** Where necessary reductions cannot dealt with through attrition, the Corporation will make every reasonable effort to reassign affected employees to vacant positions within the Corporation for which they are fully qualified or for which they may become qualified after a reasonable period of **training** not to exceed three (3) months.
- 39.06** Under the definition of "lay-off" in article 2 the termination of a term employee shall not be deemed to be a lay-off for the purpose of this article.

**39.07** The Corporation will provide notice of lay-off to each employee as far in advance as possible, but in no case less than the period specified below:

Years of Service

3 months to 1 year

1 year

4 years

7 years

10 years or more

Notice

2 weeks

4 weeks

8 weeks

16 weeks

24 weeks

**39.08** The Corporation will continue its practice of providing six (6) months notice of lay-off or pay in lieu of notice to permanent employees of the Corporation on September 30<sup>th</sup> 1998.

**39.09** Individuals in the position of Herdsperson or Lead Herdsperson employed on September 29<sup>th</sup> 1998 who become permanent employees of the Corporation at any time during the life of the Collective Agreement will be provided with six (6) months notice or payment in lieu of notice.

## ARTICLE 40

### CLASSIFICATION

40.01 The Corporation agrees to employ an equitable system of job classification. The present tools used by the Corporation for job classification are based on those used in the public service system, which is currently being revised by the Treasury Board Secretariat and the public service unions. Once the revised system is implemented, the Corporation will enter into meaningful and constructive consultation with the Local for the purpose of assessing the new job evaluation process and adapting it for use in the Corporation, or developing and implementing another system.

#### Classification Grievances

40.02 In addition to the provisions of clauses 38.01 to 38.10 inclusively, the following procedure applies to classification grievances:

40.03 As indicated in the Corporation's Directive on Classification dated May 7<sup>th</sup> 1998, an employee who feels that his or her position is incorrectly classified is entitled to submit a grievance to the Human Resources Division. All grievances with respect to classification must be filed in accordance with the Directive and in accordance with the following provisions. The Corporation agrees to **modify** its Directive on Classification and to replace the appeal section with the following process.



40.04 The Corporation and the Alliance agree to establish a Job Evaluation Grievance Committee to resolve the grievance. The Committee shall be composed of one representative acting on behalf of the Corporation and one representative acting on behalf of the grievor. The Corporation and the Local shall name their Committee representatives within ten (10) working days of the submission of the grievance to the Human Resources Division. The Committee shall conduct its review within fifteen **(15)** days from their appointment.

40.05 In conducting the review, the members of the Committee, upon signing an Oath of Confidentiality, shall have access to all documentation relating to the job evaluation decision in question. The members **of** the Committee shall have the right to interview any person either member deems necessary for this review. Should either Committee member have difficulty with access to documentation or interviewing individuals the matter shall be brought to the attention of the Director of the Corporation for resolution.

40.06 Within fifteen (15) working days of completion of the review, the Committee shall submit a written report with recommendations to the Director of the Corporation. Where the report issued is consensual, the Director of the Corporation will implement the recommendations of the Committee in making his or her **final** decision. Such decision shall be final and binding on both parties.

40.07 In the event that the Committee issues a non-consensual report the Director of the Corporation may accept or reject the original decision. If the grievor or the Alliance does not agree with the decision of the Director of the Corporation on the classification grievance, the matter may then be referred to an independent third party for final determination within thirty (30) days from the Director of the Corporation's decision. The parties shall name the independent third party. The costs of the independent third party shall be borne equally by the parties. The decision of the independent third party shall be final and binding on both parties and this matter shall not be subject to further arbitration,

## ARTICLE 41

### STAFFING

41.01 The Corporation agrees that the selection of any candidate for a position for which the Alliance is the bargaining agent shall be made in accordance with the merit principle as determined in paragraph 41.02 below and the Corporation's Staffing Directive dated April 20<sup>th</sup> 1998.

41.02 The selection criteria shall include the following elements: education, experience, language, knowledge, skills and demonstrated abilities that are necessary having regard to the duties of the position.

41.03 The selection standards established by the Corporation for each position being filled shall be reasonable in relation to the duties of the position.

41.04 As required under the *Employment Equity Act 1997* the parties agree to meaningful and constructive consultation for the purpose of developing, implementing, modifying and assessing an Employment Equity Plan in the workplace.

## **Staffing Grievances**

41.05 In addition to the provisions of clauses 38.01 to 38.10 inclusively, the following procedure applies to staffing grievances:

41.06 As indicated in the Corporation's Directive on Staffing, an employee is entitled to file a grievance should he or she feel aggrieved or otherwise unjustly treated with respect to any staffing decisions. All grievances with respect to staffing must be filed in accordance with the Directive and in accordance with the following provisions.

41.07 The grievance shall be submitted to the Director, Human Resources Division within the time limits specified in the Directive.

41.08 The Corporation and the Alliance agree to establish a Staffing Grievance Board to resolve any grievance with respect to a proposed appointment not being consistent with the merit principle or the fairness of the process in any staffing action. The Board shall be composed of one (1) representative acting on behalf of the Corporation and one (1) representative acting on behalf of the grievor. The Corporation and the Local shall name their Board representatives within ten (10) days from the receipt of the grievance. The Board shall conduct its investigation within fifteen (15) days of their receipt of notice of appointment.

41.09 In conducting the investigation the members of the Board, upon signing an Oath of Confidentiality, shall have access to all documentation relating to the competition and/or staffing action. The members of the Board shall have the right to interview any persons whom either deems necessary for the purpose of successfully completing the mandate. Should either Board Member have difficulty with access to documentation or interviewing individuals, the matter shall be brought to the attention of the Director of the Corporation for resolution.

41.10 Within fifteen (15) days of completion of the investigation, the Board shall submit a written report with recommendations to the Director of the Corporation. Where the report issued is consensual the Director shall follow the recommendations of the Board in making the final decision. Such decision shall be final and binding on both parties.

41.11 In the event that the Board issues a non-consensual report the Director of the Corporation shall make a final determination within thirty (30) days from the receipt of the Board's report. If the grievor or the Alliance do not agree with the decision of the Director of the Corporation the matter may be referred to arbitration in accordance with Article 38 of this Agreement.

## ARTICLE 42

### PROBATION

42.01 (a) Permanent employees in positions with signing authority will have a probation period of one year from their date of hire;

- (b) All other permanent employees will have a probation period of six months from their date of hire;
- (c) The time worked by a term employee who accepts an offer of permanent employment in the same position he or she occupied as a term employee, will be **recognized** for the completion of the probationary period stipulated in sub-clauses 42.0 I (a) and (b).

42.02 The probationary period will not include periods of leave without pay, leave with pay in excess of two (2) weeks, language training or any period of formal training provided by the Corporation.

42.03 A permanent employee who is appointed to a position under this Article shall serve a trial period of three (3) months beginning the first day of work in the new position. At any time up to the end of the trial period the employee may be returned by the Corporation, or may voluntarily return to the position he/she formerly occupied, without loss of benefits, and any other permanent employee promoted or transferred as a result of the initial appointment shall also be returned to his or her former position.

## ARTICLE 43

### GROUP INSURANCE PLANS

43.0 1 All medical and other health insurance programs currently available to the employees will continue in **full** force and effect and shall be deemed to form part of this agreement.

- 43.02 The terms and conditions of the Public Service Disability Plan, the Public Health Insurance Plan and the Public Service Dental Plan apply to all employees subject to this Agreement.
- 43.03 The Corporation agrees to maintain the current premium sharing arrangements for the benefits identified in clause 43.02.
- 43.04 The Corporation will ensure that employees who are on authorized leave without pay have the opportunity of continuing full benefit coverage for the programs mentioned in clause 43.02 above as per the administrative arrangements in place under the program manuals, during such leave of absence.

## ARTICLE 44

### **PROFESSIONAL MEMBERSHIP FEES**

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

## ARTICLE 45

### PUBLICATION / AUTHORSHIP

- 45.01 For the purpose of this article “publication” shall include, for example, scientific and professional papers, photographs, articles, manuscripts, monographs, audio and visual products, and computer software.
- 45.02 The Corporation agrees to continue the present practice of ensuring that employees have ready access to publications considered necessary to their work by the Corporation.
- 45.03 The Corporation agrees that publications prepared by an employee, within the scope of his or her employment, will be retained on appropriate Corporation files for the normal life of such files. The Corporation will not unreasonably withhold permission for publication. At the Corporation’s discretion, recognition of authorship will be given where practicable in departmental publications. In Divisions where a joint committee has established a priority publishing list, it is agreed that the priority list will not be circumvented except by mutual agreement of the parties.
- 45.04 When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.
- 45.05 (a) The Corporation may suggest revisions to a publication and may withhold approval to publish.
- (b) When approval for publication is withheld, the author or authors shall be so informed in writing of the reasons? if requested by the employee.

- (c) Where the Corporation wishes to make changes in a publication with which the author does not agree, the employee shall not be ~~credited~~ publicly if the employee so requests.

## ARTICLE 46

### **ILLEGAL STRIKES**

- 46.01 There shall be no strikes or lockouts during the life of the agreement.

## ARTICLE 47

### **POLITICAL RIGHTS**

- 47.01 The Corporation shall place no restriction on the rights of employees to participate in the political process including the right to ~~run~~ for political office or campaign for the candidate of their choice.



## ARTICLE 48

### TECHNOLOGICAL CHANGE

**48.01** Both parties agree that the provisions of the *Canada Labour Code* on technological change apply and shall be executed by both parties in accordance with the following conditions.

**48.02** In this Agreement “technological change” means:

- (a) the introduction by the Corporation of equipment or material of different nature or kind than that previously utilized; and
- (b) a change in the manner in which the Corporation carries on the work, that is directly related to the introduction of that equipment or material.

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

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

**48.05** The written notice provided for in clause **48.04** will provide the following information:

- (a) The nature and degree of change;
- (b) The anticipated date or dates on which the Corporation plans to effect change;
- (c) The location or locations involved.

**48.06** As soon as reasonably practicable after notice is given under clause **48.04**, the Corporation shall consult with the Alliance concerning the effects of the technological change referred to in clause **48.04** on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) The approximate number, class and location of employees likely to be affected by the change;
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment of employees.

**48.07** When, as a result of technological change, the Corporation determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Corporation will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

## **Canada Labour Code**

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

ARTICLE 49

X

**TELEWORK**

- 49.01 Upon request by either party, the Corporation and the Alliance agree to meet during the life of this Agreement to develop and mutually agree upon the terms of a potential Telework project.

ARTICLE 50

**AGREEMENT RE-OPENER**

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

ARTICLE 51

**DURATION**

- 51.01 Unless otherwise stated in the Agreement this Agreement shall come into effect on the first day of April 2000 and shall remain in full force and effect up to and including March 31 2002; this Agreement shall continue in effect thereafter until a new Agreement is signed or the parties are in a legal strike or lock-out position in accordance with the provisions of the Canada Labour Code.

## APPENDIX B

### HOURS OF WORK

New positions will be assigned to one of the following groups.

**Group 1:** Five (5) consecutive days of 7.5 hours each, exclusive of an unpaid lunch period, between the hours of 07:00 and 18:00 from Monday through Friday for a total of 37.5 hours per week.

AS:	MS-9359	MS-6008	MS-9495	MS-7823
	MS-8700	MS-6259	MS-9349	MS-9525
	MS-9594	MS-9163	MS-9292	MS-9584
	MS-9507	MS-9364	MS-8783	MS-9407
	MS-1163	MS-9529		

CR:	MS-9496	MS-9346	MS-8185	MS-9375
	MS-0961	MS-1030	MS-8741	MS-9277
	MS-9241	MS-9609	MS-9476	MS-9526
	MS-9353	MS-9537	MS-9310	MS-9602
	MS-9566	MS-8634	MS-9312	MS-9506
	MS-9417	MS-9371	MS-9640	MS-9497
	<b>MS-9606</b>	MS-9575	MS-9549	MS-9343

CS:	MS-9284	MS-9396	MS-9442	MS-9579
	MS-9315	MS-9578	MS-9453	

**DA-CON:** MS-8575

DD:	MS-9275	MS-8367	MS-9300	MS-9587T
	MS-9608T	MS-9502		

EL:	MS-2213	MS-8940	MS-9330	MS-9574
	MS-7284			

FI:	MS-1035	MS-9282		
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<b>GL:</b>	MS-7042 MS-9603T MS-9586T	MS-9357 MS-7874 MS-9591T	MS-2600 MS-7799 MS-1364	<b>MS-9604</b> MS-3573 MS-9588T
<b>GS:</b>	MS-6096	MS-9532T	MS-8615	MS-9322
<b>GT:</b>	MS-9564T MS-6457T MS-9459 MS-6616 MS-8758 MS-9262 MS-9385 MS-9246	MS-9491 MS-9311 MS-9460 MS-9027 MS-9273 MS-8763 MS-8914 MS-9247	MS-1182 MS-1176 MS-9492 MS-8761 MS-7862 MS-9358 MS-8342 MS-9244	MS-8201 MS-9029 MS-9457 MS-8759 <b>MS-9245</b> MS-8337 MS-9381 MS-8338
<b>HR:</b>	MS-9243	MS-9265		
<b>IS:</b>	MS-8917 MS-9535 MS-9329 MS-9341	MS-9301 MS-9595 MS-9573 MS-9611	MS-9536 MS-6971 MS-9427	MS-7641 MS-9528 MS-9434
<b>LS:</b>	MS-8656	MS-9132		
<b>PG:</b>	MS-6458	MS-9242		
<b>PM:</b>	<b>MS-9473</b> MS-9263 MS-9382 MS-9582	MS-9438 MS-9129 MS-9089	MS-9274 MS-9557 MS-9397	MS-8828 MS-9424 MS-9406
<b>SI:</b>	MS-9360 <b>MS-9264</b> MS-9290	MS-8407 <b>MS-9362</b> MS-2134	MS-7698 <b>MS-9605T</b> MS-9437	MS-8408 MS-7905 MS-8949

**Group 2:** An average of thirty-seven decimal five (37.5) hours and an average of five (5) days per week, exclusive of an unpaid lunch period during each scheduled work day.

**GS:** MS-9598 MS-9597 MS-9474 MS-9482  
MS-9580 MS-9581 MS-9607T MS-9540  
MS-9539 MS-9430 MS-9490 MS-9421

**PM:** MS-9589

**Group 3:** An average of forty (40) hours and an average of five (5) days per week, exclusive of an unpaid lunch period during each scheduled work day.

**GL :** MS-9585 MS-9516

**Group 4:** Five (5) consecutive days of 7.5 hours each, exclusive of an unpaid lunch period, between the hours of 07:00 and 18:00 for a total of 37.5 hours per week.

**CR:** MS-9297

**PM:** MS-9583 MS-9494 MS-9488 MS-9370  
MS-9478

**SI:** MS-9367

**Group 5:** An average of forty (40) hours and an average of four (4) days per week, exclusive of an unpaid lunch period during each scheduled work day.

**GL:** MS-9513 MS-9514 MS-9515 MS-9518

## APPENDIX C

### SPOUSAL DECLARATION

This declaration will serve to designate my spouse as a dependant for purposes of **all** benefits, leave, allowances, reimbursements, perquisites and other spousal provisions and entitlements provided directly or indirectly by or on behalf of the Corporation to or for the benefit of an employee, either under or outside of collective agreements.

I, \_\_\_\_\_, declare that

(a) I am legally married to \_\_\_\_\_

or

(b) I have **co-habited** with \_\_\_\_\_  
for a continuous period of at least one year and continue to do so.  
During this time, I have publicly represented \_\_\_\_\_  
\_\_\_\_\_ **as my** spouse and our spousal  
relationship has been **recognized** in the community or  
communities in which we have lived.

Signed \_\_\_\_\_  
Employee

Date \_\_\_\_\_

Signed \_\_\_\_\_  
For the Corporation

Date \_\_\_\_\_

## APPENDIX D

### SUPERVISORY DIFFERENTIAL

Supervisory Level	Supervisory Co-ordinates	Supervisory Differential as a Percentage of Basic Rate	
		GS	GL
1	A1	4	
2	B2	6	
3	B3 C2	8.5	11
4	B4 C3 D2	11.5	15
5	B5 C4 D3 E2	14.5	19
6	B6 C5 D4 E3	17.5	22.5
7	B7 C6 D5 E4	20.5	26
8	C7 D6 E5	23.5	29.5
9	D7 E6		33
10	E7		36.5

The Supervisory Rates Table is to be used in the following manner:

- (1) determine non-supervisory rates according to zone and level;
- (2) using the Supervisory Rates Table, find the row in the left hand column where the rate determined is located (these rates increase by increments of one cent (1¢));



- 
- (3) when row is located, determine the column by the applicable supervisory differential code;
  - (4) the point where the column and **row** meet **is** the supervisory rate required.

## LETTER OF INTENT

Between the Canada Science and Technology Museum Corporation  
and the Public Service Alliance of Canada

The parties agree to continue the joint development of the CSTMC Job Evaluation Plan.

### IT IS AGREED:

1. That the joint committee shall continue to consist of three (3) members being nominated by each party. Members have equal status. A quorum shall consist of four (4) members (two (2) employer representatives and two (2) union representatives).
2. That the employees who participate as committee members do so without loss of salary, including preparation for and attendance at meetings.
3. That the Committee will continue to develop a Job Evaluation Plan.
4. That the Job Evaluation Plan will comply with Section 11 of the *Canadian Human Rights Act* and will strive towards eliminating any gender bias, as defined by the *Canadian Human Rights Act*.
5. That, based on a recommendation by the Committee, the Corporation designate a consulting firm to steer the Committee and provide the technical support and all research required by the Committee. The consulting firm must be expert in this field and have a proven record in meeting pay equity requirements.

6. That the plan respect pay equity principles under the Human Rights laws and regulations.
7. That the Committee be mandated
  - (a) to develop a communication plan to ensure employees are familiar with the process regarding the development of a new system of classification;
  - (b) to obtain all the **organizational** information required to establish the plan, such as job descriptions and/or questionnaires, organization charts, etc.;
  - (c) to select the evaluation factors and develop factor and degree definitions;
  - (d) to determine weights for each factor;
  - (e) to identify and evaluate benchmark positions;
  - (f) to determine the point cut-off for levels and the number of levels in the plan;
  - (g) to select the job description format; and,
  - (h) to submit recommendations, at each of the above steps, to both the Canada Science and Technology Museum Corporation and the Public Service Alliance of Canada for approval.
8. That the Canada Science and Technology Museum Corporation will implement the classification system once approved.

That the committee will review the classification established by the Canada Science and Technology Museum Corporation.

10. That the number of levels in the new classification system serve as the framework for collective bargaining.

11.01 That the classification decisions with regard to the reclassification project are subject to appeal by the incumbents. The employees will have twenty-five **(25)** working days to file an appeal in writing outlining the reasons for their appeal. **Any** appeal will be directed to the Joint Classification Committee for review. Employees may attend the meetings and be represented by the PSAC at the appeal hearing.

11.02 That the Committee members will not participate in the review of an appeal of their own position classification. If this occurs, an employer Committee member will also be removed to maintain equal representation.

11.03 That if the appeal is not resolved, then the appeal will be directed to a third party individual acceptable to both parties. This individual will have the authority to review and issue a decision as per the Arbitration Clause (4 1.07) agreed between the parties. The parties will bear the costs of this third party equally.

## 12. Conversion Rules

12.01 That **an** employee reclassified to a level having the same or higher maximum rate of pay shall be paid at the same rate of pay in the new range or the step in the new pay scale which is nearest to but not less than the employee's current rate of pay.

12.02 That if an employee is reclassified to a level with a lower rate of pay, the employee's rate shall be determined in accordance with the provisions of Article 32.07 of the Collective Agreement or as otherwise agreed between the parties.

12.03 That in the event that the new classification system contains increments, the increment date of an employee shall not change, unless the employee's increase on reclassification is equal to or greater than the smallest increment in the new scale, in which case the employee's new increment date will become the effective date of the increase upon reclassification.

### 13. Equal Pay

13.01 That notwithstanding these negotiations the rate of pay of an employee shall be adjusted to include any retroactive equal pay settlement(s) agreed to by the Treasury Board of Canada and which Treasury Board provides funding for, in respect of any period prior to the effective conversion date.

13.02 That the Corporation undertakes to pay any equal wage adjustments or equivalent amounts, ordered payable by a Human Rights Tribunal or agreed upon by the parties.

### 14. Monetary Quantum and Other Issues

14.01 That prior to the implementation of the new classification, the parties shall negotiate all salary levels and any other related issues such as, but not necessarily limited to, Bilingual Bonus.

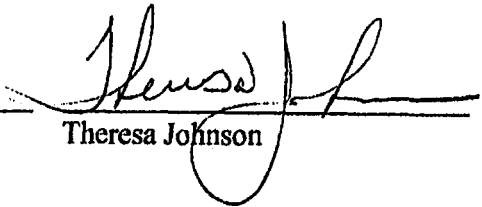
Signed at Ottawa, this 16<sup>th</sup> day of March 2001.

For the Canada Science and  
Technology ~~Museum~~ Corporation

For the Public Service Alliance  
Canada



Robert Lavalée



Theresa Johnson

LETTER OF UNDERSTANDING  
POLICIES AND DIRECTIVES

The parties agree that during the life of the Collective Agreement, the parties shall be bound by the Corporation's own policies and directives with respect to the following:

1. Travel
2. Protective Clothing
3. Personal Protective Equipment
4. First Aid to the General Public
5. Motor Vehicle Operations
6. Bilingual Bonus
7. Pesticides

It is understood and agreed however that such policies/directives shall, at **a** minimum, meet the requirements of the respective National Joint Council policies / directives approved by the Treasury Board of Canada and currently in effect.

Until such time as the requisite policies / directives with respect to the above-noted matters are established and/or amended, the National Joint Council policies / directives approved by the Treasury Board of Canada and currently in effect shall govern the parties.

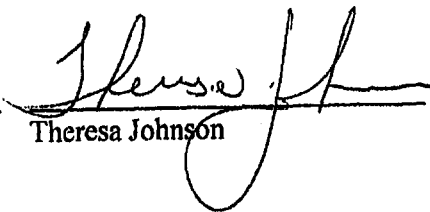
Signed at Ottawa, this 16<sup>th</sup> day of March 2001.

For the Canada Science and  
Technology Museum Corporation

For the Public Service Alliance  
Canada

A handwritten signature in black ink, appearing to read "Robert Lavallée". The signature is written in a cursive style with a large initial "R".

Robert Lavallée

A handwritten signature in black ink, appearing to read "Theresa Johnson". The signature is written in a cursive style with a large initial "T".

Theresa Johnson



## LETTER OF AGREEMENT

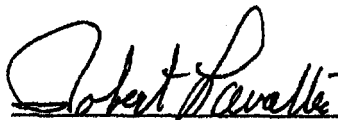
### PAY EQUITY ADJUSTMENT

Should there be a pay equity adjustment for CR, ST-SCY, DA and LS **classifications**, the Corporation will make every reasonable effort in its internal dealings with ~~Treasury~~ Board to ensure that Treasury Board will provide the necessary funding, if applicable for the concerned employees.

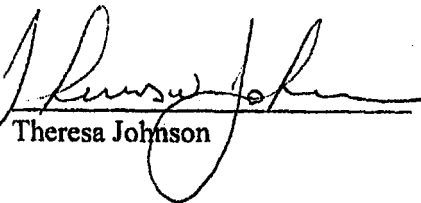
Signed at Ottawa, this 16<sup>th</sup> day of March 2001.

For the Canada Science and  
Technology Museum Corporation

For the Public Service Alliance  
Canada



Robert Lavallée



Theresa Johnson

# Memorandum of Understanding

## Re: Full Time Positions - Hosts and Guides

The employer agrees to the establishment of full time positions within the bargaining unit among hosts and guides in the General Services (GS) category.

The number of positions and scheduling at the various museum sites will be determined following meaningful consultation between the parties.

The union side of the consultation will consist of one representative from each of the museum plus the president of local 7040 1. The employer side of the consultation committee shall equally consist of one representative from each museum plus a representative from Human Resources.

The consultation process shall be completed within 90 days of the signature of this collective agreement. The parties recognize that the consultation process may result in some changes to articles related to hours of work in the collective agreement.

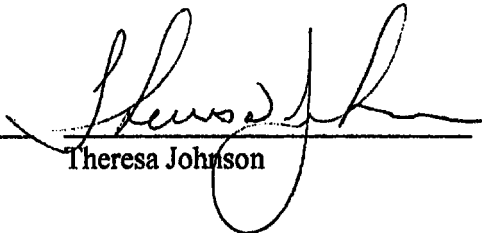
Signed at Ottawa, this 16<sup>th</sup> day of March 2001.

For the Canada Science and  
Technology Museum Corporation

For the Public Service Alliance  
Canada



Robert Lavallée



Theresa Johnson

## Memorandum of Agreement

Between the Canada Science and Technology Museum Corporation  
and the Public Service Alliance of Canada

1. This memorandum terminates the negotiation for the renewal of the collective agreement which expired on March 31<sup>st</sup> 2000.
2. The new collective agreement has a duration of two years, from April 1, 2000 to March 31, 2002.
3. This collective agreement shall be composed of the clauses initialled by the parties during this negotiation.
4. Subject to specific provisions of this memorandum, the collective agreement shall be effective from April 1<sup>st</sup> 2000 to March 31<sup>st</sup> 2002 and its provisions shall become effective on the date of ratification of this memorandum by the parties unless otherwise specified in the collective agreement.
5. Rates of Pay:
  - (a) a 2.5% salary increase for all employees as of the date of ratification of the agreement retroactive to April 1, 2000;
  - (b) a restructuring adding an additional step at 2.5% of the former maximum to all levels of pay effective April 1<sup>st</sup> 2001, and adding \$1000 to all steps of the CS group and \$1200 to the level GS-00; and,
  - (c) a 2.5% salary increase for all employees effective April 1<sup>st</sup> 2001.

(d) All employees who have been at the maximum of their level for at least twelve (12) months on April 1<sup>st</sup> 2001, will move to the new maximum on April 1<sup>st</sup> 2001.

6. Where the rates of pay set forth in Appendix “A” of this Agreement have an effective date prior to the date ~~of~~ signing of this Agreement the following shall apply:

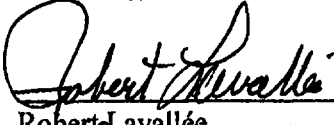
- (i) “retroactive period”, for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed;
- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit identified in Article 7 of this Agreement during the retroactive period;
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Collective Agreement been signed on the effective date of the revision in rates of pay;

- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (b) (ii), the Corporation shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Corporation to provide payment ceases;
- (v) no payment or no notification shall be made pursuant to clause 6 (b) for one dollar or less.

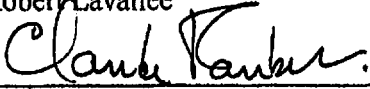
7. The new provisions of clauses 21.06, 21.07, 21.08 and 21.13 are effective January 1<sup>st</sup> 2001.
8. The negotiation committees agree to recommend the ratification of this agreement to their respective groups before February 6, 2001.
9. The provisions of this memorandum are part of the collective agreement.

Signed at Ottawa, this 1 2<sup>th</sup> day of January 2001.

For the Canada Science and  
Technology Museum Corporation

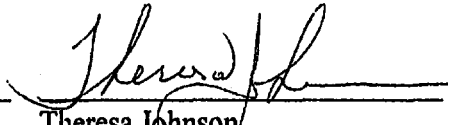


Robert Lavallée



Claude Faubert

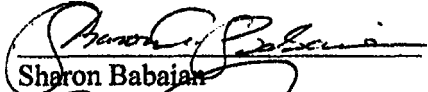
For the Public Service Alliance  
Canada



Theresa Johnson



Daniel Kinsella



Sharon Babajan



Brian Dawson

Note The collective agreement was ratified on February 5<sup>th</sup> 2001.

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