

Agreement

Between



and



The Professional Institute of the
Public Service of Canada

L'Institut professionnel de la
fonction publique du Canada

Expiry date: **September 30th, 2010**

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CHAPTER A - GENERAL

Purpose of Agreement

A1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

Recognition

A2.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Industrial Relations Board on January 14, 1994.

Application

A3.01 The provisions of this Agreement apply to the Institute, employees and the Employer.

A3.02 Wherever the singular and masculine are used in this Agreement, it shall be considered as if the plural and feminine are used.

Management

A4.01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Employer.

Interpretation and Definitions

A5.01 For the purpose of this Agreement,

- a) «bargaining unit» means the employees of the Employer as defined in the certificate issued by the Canada Industrial Relations Board on January 14, 1994;
- b) a «common-law partner» refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year.
- c) «compensatory leave» means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification and level prescribed in the employee's substantive position on the day immediately prior to the day leave is taken;

- d) «continuous employment» means:
 - i) for any employee first hired in the Public Service prior to July 1st, 1990: the length of continuous employment recognized to such employee in the Public Service when the employee became an employee of the Canadian Museum of Nature and the length of the employee's continuous service thereafter;
 - ii) it is understood that, with the exception of employees covered in 5.01d i), there is no continuous employment relationship when a person ceases or ceased to be an employee under the Public Service and is subsequently hired by the Canadian Museum of Nature;
 - iii) any other employee: the length of continuous service since the date of last hiring;
- e) «daily rate of pay» means an employee's weekly rate of pay divided by five (5);
- f) «day of rest» in relation to an employee means a day, other than a paid holiday, on which that employee is not ordinarily required to perform the duties of the employee's position other than by reason of being on leave;
- g) «double time» means two (2) times the employee's hourly rate of pay;
- h) «employee» means a person so defined in the *Canada Labour Code*, employed by the Employer, and who is a member of the bargaining unit;
- i) «Employer» means The Canadian Museum of Nature and includes any person authorised to exercise the authority of the Museum;
- j) «headquarters area» has the same meaning as given to the expression in the Travel Policy;
- k) «holiday» means:
 - i) the twenty four (24) hour period commencing at 00:01-hour of a day designated as a paid holiday in this Agreement;
 - ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - a) on the day it commenced where half (1/2) or more of the hours fall on that day,
 - or
 - b) on the day it terminates where more than half (1/2) of the hours worked fall on that day;

- l) «hourly rate of pay» means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2);
- m) «Institute» means the Professional Institute of the Public Service of Canada;
- n) «lay-off» means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- o) «leave» means authorized absence from duty;
- p) «membership dues» means the dues established pursuant to the constitution of the Bargaining Agent as the dues payable by its members as a consequence of their membership in the organization;
- q) «overtime» means:
 - i) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
 - or
 - ii) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee, but does not include time worked on a holiday;
- r) «straight-time rate» means the employee's hourly rate of pay.
- s) «time and one-half» means one and one half (1 1/2) times the employee's hourly rate of pay;
- t) «weekly rate of pay» means an employee's annual rate of pay divided by 52.176;

A5.02 Except as otherwise provided in this Agreement, expressions used in this Agreement have the same meaning as given to them in the *Canada Labour Code*.

Official Texts

A6.01 All texts of this agreement, printed or published, are so done simultaneously in both official languages, and both language versions are equally authoritative.

CHAPTER B - WORKING CONDITIONS

Hours of Work

EMPLOYEES COVERED BY CLAUSES B1.01 TO B1.05 ARE NOT COVERED BY CLAUSES B1.06 and B1.07.

General

B1.01 For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

Non Shift Work

B1.02 The scheduled work week shall be thirty-seven and one-half (37 1/2) hours and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m.. The normal workweek shall be Monday to Friday inclusive.

Flexible Hours

B1.03 Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one-half (7 1/2).

Days of Rest

B1.04 An employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.

Monthly Attendance Registers

B1.05 Employees will submit monthly attendance registers; only those hours of overtime and absences need be specified.

Compressed Work Week

B1.06 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, weekly hours of employment may be completed by an employee 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 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime

work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

- B1.07
- a) The conduct of scientific research requires an adaptable research environment. Accordingly, every reasonable effort will be made to maintain a research environment where working hours can be arranged to meet the needs of research programs.
 - b) Normal work year, subject to the leave provisions of this Agreement, shall be nineteen hundred and fifty (1950) hours. The normal work year shall be from April 1st to March 31st of the following calendar year, inclusive.
 - c) Except for an employee in receipt of a Field and Sea Research Allowance under Article F3.01, an employee who is required by the Employer to work on his/her day of rest or on a designated holiday, shall be compensated on the basis of one and one-half (1 1/2) hours pay for each hour worked on the understanding that the employee will also receive his/her normal pay on a designated holiday. Compensation will be in the form of cash except that on request of the employee and at the discretion of the Employer; compensation may be taken in the form of leave.
 - d) When an employee whose hours of work are arranged under clause B1.07 is called back to work by the Employer on days where hours of work are scheduled, such hours involved will form part of the nineteen hundred and fifty (1950) hours as stated in clause b).
 - e) Each employee is expected to organise his or her hours of work, workdays and days of rest in order to suit his or her individual research activities and museum work, subject to the approval of the Employer
 - f) Each employee is expected to organise his or her hours of work, workdays and days of rest to respect to provisions of the *Canada Labour Code*.
 - g) Employees will submit monthly attendance registers; hours of work, leaves, days of rest need to be reported.

Overtime

- B2.01 When an employee is required by the Employer to work overtime, the employee shall be compensated as follows:
- a) on the employee's normal work day, at the rate of time and one-half (1 1/2) for each hour of overtime worked;
 - b) on the employee's first day of rest, at time and one-half (1 1/2) for each hour of overtime worked;
 - c) on the employee's second day of rest, at double time (2) for each hour of overtime worked;

- d)
 - i) on a paid holiday, compensation shall be granted on the basis of time and one-half (1 1/2) for each hour worked, in addition to the compensation that would have been granted had the employee not worked on the paid holiday;
or
 - ii) when an employee works on a holiday, contiguous to a second day of rest on which the employee also worked and received overtime in accordance with clause B2.01 c) or d) the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

B2.02 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

B2.03 Except in cases of emergency, call-back, stand-by or mutual agreement the Employer shall whenever possible give at least twelve (12) hours notice of any requirement for the performance of overtime.

B2.04 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on March 31st of the same fiscal year shall be paid on September 30 of the following fiscal year at the employee's daily rate effective at March 31st.

B2.05 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment.

B2.06 a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of \$9.00, except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed to the employee in order to take a meal either at or adjacent to the employee's place of work.

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 \$9.00 except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed to the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

c) Clause B2.06 a) and b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

Designated Holidays

- B3.01 Subject to clause B3.01, the following days shall be paid holidays for employees:
- a) New Year's Day,
 - b) Good Friday,
 - c) Easter Monday,
 - d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
 - e) Canada Day,
 - f) Labour Day,
 - g) Thanksgiving day,
 - h) Remembrance Day,
 - i) Christmas Day,
 - j) Boxing Day,
 - k) one additional day in each year: the employee will choose between St. Jean Baptiste Day and the first Monday in August,
 - l) one additional day when proclaimed by an Act of Parliament as a National Holiday.
- B3.02 No employee is entitled to be paid for a paid holiday on which the employee does not work when the employee is not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article C13 (Leave for Staff Relations Matters).
- B3.03 When a day designated as a holiday under clause B3.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- When two (2) days designated as holidays under clause B3.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.
- B3.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause B3.03:
- a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,
and
 - b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

Compensation for Work on a Paid Holiday

B3.05 Compensation for work on a paid holiday will be in accordance with Article B2, overtime.

Designated Paid Holiday Coinciding with a Day of Paid Leave

B3.06 Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause B3.03, the paid holiday shall not count as a day of leave.

Holidays of other Religions

B3.07 Provided that the request is made at least one month prior to the holiday, the Employer shall accommodate an employee who requests up to three (3) days leave for other holidays relating to the employee's religious faith by either granting :

- a) leave without pay,
- b) compensatory leave,
- c) vacation leave,
or
- d) any combination of the above.

Compensation for Work Performed on Holidays of other Religions

B3.08 When an employee's choice of other religions holidays has been approved by the Employer but, because of operational requirements the employee is subsequently required to work on that day, the employee's leave will be credited and the employee will be paid in accordance with the terms and conditions of the collective agreement.

Travelling Time

B4 Travelling time is compensated for only in the circumstances and to the extent provided for in this Article. Employees in travel status will be reimbursed for all reasonable expenses in accordance with the current Travel Policy of the employer.

B4.01 When the Employer requires an employee to travel outside the employee's headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

- a) on a normal working day on which the employee travels but does not work, the employee's regular pay for the day;
- b) on a normal working day on which the employee travels and works, the employee shall be paid:

- i) the employee's regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours;
and
- ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 1/2) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate in any day;
- c) on a day of rest or on a paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours pay at the straight-time rate.

B4.02 For the purpose of clause B4.01, 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 Employer;
- b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the destination and, upon their return, direct back to the employee's residence or work place;
- c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

B4.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

B4.04 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding will be compensated according to clause B2.04.

B4.05 When a payment is being made as a result of the application of this Article, the Employer will do so in accordance with clause B2.05.

B4.06 This Article does not apply to an employee required to perform work in any type of transport in which the employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the Articles: Hours of Work, Overtime, Paid Holidays.

- B4.07 Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of three (3) hours provided that such stop-over does not include an overnight stay.
- B4.08 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in the Career Development Article.

Call Back and Standby

THIS ARTICLE DOES NOT APPLY TO EMPLOYEES COVERED BY CLAUSES B1.06 AND B1.07, AND TO EMPLOYEES PERFORMING FIELD RESEARCH AND SEA RESEARCH WITH THE EXCEPTION OF EMPLOYEES WHO PARTICIPATE IN THE CHEMICAL EMERGENCY RESPONSE TEAM (CERT)

- B5.01 If an employee is called back to work
- a) on a 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 work for the day and has left the place of work, and returns to work,
or
 - d) from standby duty, the employee shall be paid the greater of:
 - i) the minimum of three (3) hours pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to this Agreement,
or
 - ii) compensation at the applicable overtime rate for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
 - e) The minimum payment referred to in B5.01 d) i) above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with B10.08.
- B5.02 Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked unless required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work.

- B5.03 Payments provided under this Article and Overtime provisions of this Agreement shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.
- B5.04 This Article does not apply where an employee is on the Employer's premises at the time of notification of the requirement to work overtime.
- B5.05 In lieu of cash compensation for overtime earned under B5.01 d) i) ii), the employee may request compensatory leave under provisions of clause B2.04.
- B5.06 When an employee is called back to work under the conditions described in clause B5.01 a), b), c) or d) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for transportation costs in accordance with the provisions of the Museum's Travel Policy.
- B5.07 The Employer may use at its discretion electronic paging devices or other electronic equipment if practicable and efficient and they will be provided without cost to those employees on stand-by duty.
- B5.08 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which the employee is on standby.
- B5.09 An employee designated by letter or by list for standby duty shall be available during the period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- B5.10 No standby payment shall be granted if an employee is unable to report for duty when required.

Immunization

- B6.01 The Employer shall provide employees' with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of their duties. Immunization shall be a voluntary choice of the employee.

Technological Change

- B7.01 Should the employer introduce a technological change the following clauses will apply. Furthermore, should the technological change result in lay-off of employees, article F1.01 will also apply.
- B7.02 In this Article "Technological Change" means:
- a) the introduction by the Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business;

- b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- B7.03 The parties agree to have meaningful consultation in order to eliminate or minimize the adverse effects of technological change on employees. The employer agrees to assist employees affected by the technological change to adjust to the effects of the technological change.
- B7.04 The Employer agrees to provide at least one hundred and twenty (120) days written notice to the Institute of the introduction or implementation of technological change prior to the date on which changes are to occur.
- B7.05 The written notice provided for in clause B7.04 will provide the following information:
- a) the nature of the technological change;
 - b) the date on which the Employer proposes to effect the technological change;
 - c) the approximate number and type of employees likely to be affected by the technological change;
 - d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected;
 - e) such other information as is required by the regulations made pursuant to Section 52, subsection (4) of the *Canada Labour Code*.
- B7.06 As soon as reasonably practicable after notice is given under clause 7.05, the Employer shall consult with the Institute concerning the effects of the technological change:
- a) the names of the employees who will initially be likely to be affected by the proposed technological change;
and
 - b) the rationale for the change.
- B7.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.
- B7.08 In accordance with Part 1 of the *Canada Labour Code*, section 51(2) (c)(ii), the parties agree that Sections 52, 54 and 55, do not apply during the term of this Collective Agreement, to the Employer and the Institute.

Safety and Health

B8.01 The provisions prescribed in Part II of the *Canada Labour Code* apply to this Agreement and shall be observed by the parties involved.

Publications and Authorship

B9.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work, **within the established budget**

B9.02 The Institute acknowledges that the Employer has first right of refusal on all scientific and professional papers, monographs, audio-visual products, computer software, etc., submitted for publication by employees. Should the Employer not wish to exercise its rights to publish, it shall not unreasonably withhold permission to the author to publish. When approval for publication is withheld, the author(s) shall be informed in writing of the reasons.

B9.03 When an employee acts as a sole or joint author or editor of an original publication his authorship or editorship shall normally be shown on the title page of such publication.

B9.04

- a) The Employer may suggest revisions to material and may withhold approval to publish an employee's publication.
- b) When approval for publication is withheld, the author shall be so informed.
- c) Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the employee shall not be credited publicly if the author so requests.

B9.05 When a disagreement arises on the suggested revisions to material, either of the parties may submit the case for review by an independent third party knowledgeable on the subject matter and mutually acceptable to both parties. After hearing both parties, the independent third party makes a recommendation to the Museum for final decision. The recommendation is also given to the Institute.

Part-Time Employees

B10.01 Part-time employee means a person who works for the Employer on a regular on-going basis and whose normal hours of work are less than those established for full-time employees but more than 12.5 hours per week.

General

B10.02 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

B10.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for a full-time employee.

B10.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified by this Agreement.

B10.05 Leave will only be provided:

a) during those periods in which employees are scheduled to perform their duties;

or

b) where it may displace other leave as prescribed by this Agreement.

Paid Holidays

B10.06 A part-time employee shall not be paid for the paid holidays but shall, instead be paid a premium of four and a quarter (4.25%) per cent for all straight-time hours worked during the period of part-time employment.

B10.07 When a part-time employee is required to work on a day which is prescribed as a paid holiday for a full-time employee in clause B3.01, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement and double (2) time thereafter.

B10.08 a) Overtime means authorized work performed in excess of the normal daily or weekly hours of work for a full-time employee, but does not include time worked on a holiday.

b) When a part-time employee meets the requirements to receive call-back pay in accordance with B5.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

- c) Subject to B10.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, as specified in this Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

B10.09 Subject to clause B10.08 a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

Vacation Leave

B10.10 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of employment established in the vacation leave entitlement clause specified by this Agreement, prorated and calculated as follows:

- a) When the entitlement is nine point three seventy-five (9.375) hours a month, one-quarter of the hours in the employee's work week per month.
- b) When the entitlement is twelve point five (12.5) hours a month, one-third of the hours in the employee's work week per month.
- c) When the entitlement is fifteen point six two five (15.625) hours a month, five-twelfths of the hours in the employee's work week per month.
- d) When the entitlement is eighteen point seventy five (18.75) hours a month, one half of the hours in the employee's work week.

Sick Leave

B10.11 A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal work week.

Vacation and Sick Leave Administration

- B10.12 a) For the purposes of administration of clauses B10.10 and B10.11, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight time rate calculated on a monthly basis.
- b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

B10.13 Notwithstanding the provisions of Article F1.01, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full-time and part-time employment 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 level to produce the severance pay benefit.

Restriction on Outside Employment

B11.01 Unless otherwise specified by the Employer 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 Employer.

Probationary Period

- B12.01
- a) A new employee will be considered on probation for a period of up to one (1) working year. Employment during probation will be credited to the employee for the calculation of continuous employment.
 - b) Where an employee has been transferred or has been promoted to another position, and the employee has not been found to be suitable for that position during a reasonable period, the employee shall be returned to the employee's former position if vacant or to a comparable position. In such a case, the employee's salary will be adjusted to the rate paid to the employee prior to promotion or transfer with applicable adjustments due to economic and performance factors.

CHAPTER C - LEAVE

Leave - General

- C1.01 When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by death or layoff, the employee is considered to have earned the amount of leave with pay granted.
- C1.02 An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of vacation, or sick leave with pay credits.
- C1.03 The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- C1.04 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- C1.05 An Employee is not entitled to leave with pay during periods the employee is on leave without pay, on educational leave or under suspension.
- C1.06 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification and level of the substantive position held by the employee on the date of the termination of employment.

Vacation Leave

- C2.01 The vacation year shall be from April 1st to March 31st, inclusive.

Accumulation of Vacation Leave Credits

- C2.02 An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rate:
- a) (9.375) hours per month until the month in which the employee's **first (1st)** anniversary of service occurs (**Probationary period**);
 - b) (12.5) hours per month from **the first (1st) month following the first anniversary** until the month in which the employee's eighteenth (18th) anniversary occurs;
 - c) (15.625) hours per month commencing with the month in which the employee's eighteenth (18th) anniversary until the month in which the employee's twenty-eight (28th) anniversary of service occurs;
 - d) (18.75) hours per month commencing with the month in which the employee's twenty-eight (28th) anniversary of service occurs.

C2.03 For the purpose of C2.02 only, all service within the Museum, whether continuous or discontinuous, shall count toward vacation leave except where the employee who, on leaving the Museum, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Museum within two (2) years following the date of lay-off.

Entitlement to Vacation Leave with Pay

C2.04 An employee is entitled to vacation leave with pay to the extent of the employee' earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

- C2.05
- a) Employees are expected to take all their vacation leave during the year in which it is earned.
 - b) Subject to operational requirements, the Employer shall make every reasonable effort to schedule vacations as requested by an employee.
 - c) In doing so, it may, within different operational units, establish specific dates by which an employee must indicate in writing the employee's choice of vacation period.
 - d) The Employer undertakes to inform the employee in writing no later than ten (10) working days after the limit date whether the dates of vacation leave requested has been approved.
 - d) Where the period requested by the employee has not been approved, the Employer and the employee will attempt to determine another vacation period convenient to the Employer and the employee.

Replacement of Vacation Leave

C2.06 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,
or
- d) is granted court leave

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

Carry Over

- C2.07 a) Where in any vacation year an employee has not been granted all the vacation leave credited to him or her, the unused portion of vacation leave shall be carried over into the following vacation year. Carry over beyond thirty-five (35) days shall be by mutual consent.
- i) The amount of leave with pay, earned but unused, credited to an employee by the Museum at the time when this agreement is signed, or at the time when the employee becomes subject to this agreement, shall be retained by the employee. However, employees with earned but unused credits in excess of the thirty-five (35) days carry over must reduce those credits within a period of four (4) years after March 12, 2001.

Liquidation

- b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be compensated at the employee's daily rate of pay as calculated from the classification and level of the employee's on March 31st.

Recall From Vacation Leave with Pay

- C2.08 a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- b) Where, during any period of vacation leave or leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
- i) in proceeding to the employee's place of duty
and
- ii) in returning to the place from which recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- 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 C2.08 b) to be reimbursed for reasonable expenses incurred by the employee.
- C2.09 When the employer cancels a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

Advance Payments

- C2.10 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences, and providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.
- C2.11 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the daily rate of pay as calculated from the classification and level of the substantive position on the date of the termination of the employee's employment.

Vacation Leave Credits for Severance Pay

- C2.12 Where the employee requests, the Employer shall grant the employee unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.
- C2.13 Notwithstanding clause C2.11, employees' whose employment is terminated by reason of a declaration that the employees' abandoned their positions they are entitled to receive the payment referred to in clause C2.11, if they request it in writing within six months following the date upon which their employment is terminated.

Sick Leave

Credits

- C3.01 An employee shall earn sick leave credits at the rate of nine point three seventy-five (9.375) hours for each calendar month for which the employee receives pay for at least ten (10) days.
- C3.02 An employee shall be granted sick leave with pay when unable to work because of illness or injury provided that the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer.
- C3.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury they were unable to perform their duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause C3.02.

- C3.04 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.
- C3.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause C3.02, sick leave with pay may, at the discretion of the Employer, be granted:
- a) a period of up to twenty-five (25) days if the employee is awaiting a decision on an application for injury-on-duty leave,
or
 - b) a period of up to fifteen (15) days if the employee has not submitted an application for injury-on-duty leave.
- C3.06 Sick leave credits earned but unused by an employee during a previous period of employment in the Museum shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the Museum within two (2) years from the date of lay-off.
- C3.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- C3.08 The Employer shall grant up to a half (1/2) day leave with pay for medical or dental appointment. Where a series of continuing appointments are necessary for the treatment of a particular condition, absences shall be charged to sick leave.

Bereavement Leave

Preamble

With respect to applications for leave made pursuant to this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

- C4.01 For the purpose of this clause, immediate family is defined as father, mother, (or alternatively stepfather, stepmother, or foster parent) brother, sister, spouse, (including common-law partner resident with the employee), grand-parent, child, (including child of common-law partner) grandchild, stepchild or ward of the employee, father-in-law, mother-in-law, relative permanently residing in the employee's household or with whom the employee permanently resides, and any other relative for whom the employee has care-giving responsibilities.
- a) When a member of the immediate family dies, an employee:
 - i) shall be entitled to bereavement leave with pay of four (4) days taken within three (3) months of the death, or within such longer period as is

reasonable under the individual circumstances. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee.

- ii) In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b) Bereavement leave granted under this clause may be taken in two or more separate periods.
- c) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of his/her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- d) If, during a period of leave with pay, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this article, the employee shall be granted bereavement leave with pay and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- e) It is recognized by the parties that the situations which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clause a) or c), at the discretion of the Employer, grant leave with pay in respect of persons not listed in this article.

Maternity and Parental Leave without Pay

- C5.01 An employee who has completed six (6) consecutive months of employment with the Employer is entitled to maternity leave and parental leave (child care responsibilities) without pay.
- C5.02 a) Such leave shall be approved on the following conditions:
- i) application for leave must be made in writing indicating the intended length of leave to be taken;
 - ii) the application must be submitted at least four (4) weeks before the desired date of the commencement of leave unless there is a valid reason why that notice cannot be given;
 - iii) the application must be accompanied by, where applicable:
 - a medical certificate confirming pregnancy;
 - the expected date of birth;
 - the indication of an ability of the employee to continue work until the desired date of the commencement of leave;
 - proof that the application for adoption has been approved by the adoption agency. Proof of actual custody may be required;

- iv) the Employer may waive these conditions at its discretion.
- b) An employee who has not commenced maternity leave without pay may elect to:
 - i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article C3 (Sick Leave). For purposes of this Article, illness as defined in Article C3 (Sick Leave) shall include medical disability related to pregnancy.

C5.03 Maternity / Parental leave will be granted as follows:

- a) for maternity, the employee, upon request shall be granted a leave of absence without pay beginning before, on or after the termination date of the pregnancy and ending not later than **eighteen (18)** weeks following the actual day of birth.
- b) Notwithstanding paragraph (a):
 - i) Where the employee has not yet proceeded on maternity leave without pay and her new born child is hospitalized
or
 - ii) Where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, returns to work for all or part of the period during which her new born child is hospitalized, the period of the maternity leave without pay defined in paragraph (a) may be extended beyond the date falling **eighteen (18)** weeks following the actual day of birth by a period equal to that portion of the period of the child's hospitalization during which the employee returned to work to a maximum of **eighteen (18)** weeks. This extension shall end not later than fifty-two (52) weeks after the actual day of birth.
- c) for parental leave without pay, child care responsibilities including adoption, an employee will be granted a leave of absence of up to **thirty-seven (37) weeks** , in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- d) Where the employee's child is hospitalized within the period defined above, and the employee has not yet proceeded on parental leave without pay or the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave.

However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- e) the total period of maternity/parental leave to be taken by one employee may not exceed fifty-two (52) weeks after the actual day of birth unless it meets the exception in d) above.

C5.04 The aggregate amount of leave of absence without pay that may be taken by two employees for child care responsibilities related to any one child will not **exceed thirty-seven (37) weeks** within the fifty-two (52) weeks after the actual day of birth.

C5.05 An employee shall give at least four (4) weeks notice in writing of any change in the length of leave intended to be taken unless there is a valid reason why that notice cannot be given.

C5.06 An employee returning from parental leave shall be reinstated into the position occupied at the time the leave commenced. Where for a valid reason the Employer cannot reinstate the employee in that position, the Employer shall reinstate the employee in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the salary and benefits of the group to which the employee belongs are changed as a result of a reorganisation, or a renewal of the collective agreement, the employee is entitled upon return from leave to receive the same salary and benefits that the employee would have received had the employee been working when the reorganisation and/or renewal of the collective agreement took place. An employee on leave will be notified in writing if such a change occurred.

C5.07 Maternity and Parental leave granted under this Article shall be counted as continuous employment.

C5.08 The employee shall, along with the request for maternity and parental leave without pay, notify the Employer in writing of the options concerning the Pension and Insurance Benefits. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions. The Employer shall continue to pay its applicable share of all insurance benefits during the period of leave.

C5.09 The employee shall be entitled, on written request, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on maternity and parental leave and for which the employee is qualified.

C5.10 **Maternity and Parental Allowance**

- a) i) An employee who provides the Employer with proof that the employee has applied for and is eligible to receive maternity and parental leave benefits from Employment Insurance **and/or Québec Parental Insurance Plan** shall be paid a maternity and/or parental leave allowance;

- ii) an applicant under Article C5.10 a) i) shall sign an agreement with the Employer providing:
 - that the employee will return to work and work for a period of at least six (6) months less any period in respect of which the employee is granted leave with pay;
 - that the employee will return to work on the date of the expiry of the employee's parental and maternity leave unless this date is modified with the Employer's consent;
- iii) should the employee fail to return to work as per the provisions of clause C5.10 a) ii) for reasons other than death, disability or lay-off, the employee recognizes that the employee is indebted to the Employer for the full amount received as maternity and parental leave allowance at a pro-rata of the non-reimbursed portion in accordance with the following steps:

Step 1. Divide the remaining number of days to be worked by the employee in the applicable period specified by the total number of work days in the same period.

Step 2. Multiply the amount received as a supplemental allowance by the fraction obtained in Step 1.

- b) With respect to the period of maternity and parental leave, allowance payments will consist of the following:
 - i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance for maternity and parental, an allowance of ninety-three percent (93%) of the employee's weekly rate of pay for each week of the two-week waiting period less any other monies earned during the period;
and/or
 - ii) payment equivalent to thirty-eight (38%) of the employee's weekly rate of pay **when employee annual salary is less than \$60,000 per year or fifty percent (50%) of the employee's weekly rate of pay when employee annual salary is greater than or equal to \$60,000** for the remaining weeks of the allowance;
 - iii) **where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan, she is eligible to receive a further parental allowance for a period of two (2) weeks, in the amount of ninety-three (93%) of her / his weekly rate of pay for each week, less any other monies earned during the period.**

- iv) where an employee becomes eligible for an annual increment during the period of leave, payments under clause C5.10 b) i) and ii) shall be adjusted accordingly.

C5.11 Job Reassignment during a Maternity and Parental Leave.

- a) The provisions of the *Canada Labour Code* regarding requests for job reassignment shall apply.
- b) An employee considering such a request shall be given a copy of the *Canada Labour Code* provisions..

Leave without Pay for the Care and Nurturing of Pre-School Age Children, Relocation of Spouse or Common-law Partner and Personal Needs

- C6.01
- a) 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, a member of the employee's immediate family for whom the employee has care giving responsibility, for relocation or for personal needs. Care giving responsibility is defined as prime responsibility for providing care to a member of the immediate family who is unable to live independently. Leave will be granted under the following conditions:
 - b) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
 - ii) in the case of care and nurturing for pre-school age children leave granted under this clause shall be for a minimum period of six (6) weeks to a maximum of 5 years;
 - iii) in the case of relocation, leave without pay for a period of up to one (1) year shall be granted to an employee whose common-law partner or spouse is permanently relocated and up to five (5) years to an employee whose common-law partner or spouse is temporarily relocated;
 - iv) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
 - v) subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
 - vi) an employee is entitled to leave without pay for personal needs only once under each of iv) and v) of this clause during his total period of employment with the Museum. Leave without pay granted under this clause may not be used in combination with maternity and parental leave without the consent of the Employer.

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

- b) i) Upon returning from leave of one year or less, the employee shall be reinstated into the position at the time the leave commenced.
- ii) Upon returning from leave of a period in excess of one year, the employee shall be reinstated into the same position occupied at the time the leave commenced, or offered a comparable position.
- iii) If a comparable position does not exist, the employee will continue to be paid at the level applicable to the position occupied at the time the leave commenced for a period of two (2) years while the Employer makes every reasonable effort to place the employee in a comparable position.
- iv) If the employee is not offered a comparable position after two years from the ending of the leave, the employee shall be laid-off.
- v) Should the identical or comparable position be offered to the employee and the employee refuses such a position, the employee, by such refusal, shall be considered as having voluntarily resigned from employment with the Employer.
- vi) Should the employee wish to return to work prior to the expected date of return, the employee shall inform the Employer at least four (4) weeks in advance of the date of which the employee will return to work.

Leave with Pay for Family-Related Responsibilities

- C7.01 a) For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), dependent children (including foster children or children of spouse or common-law partner), parents (including step-parents or foster parents), or anyone permanently residing in the employee's household or with whom the employee permanently resides.
- b) The Employer shall grant leave with pay under the following circumstances:
 - i) for a medical or dental appointment when the dependent family member is incapable of attending the appointments alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize absences from work. An employee requesting leave under this provision must notify the immediate supervisor of the appointment as far in advance as possible;

- ii) for the temporary care of a sick member of the employee's family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
 - iii) for needs directly related to the birth or to the adoption of the employee's child.
 - iv) **to provide emergency child care where there is unforeseen disruption in the employee's usual child care arrangements;**
 - v) The total leave with pay which may be granted under sub-clauses b) i), ii) iii) and iv) shall not exceed five (5) days in a fiscal year.
 - vi) **An employee who has used up their leave under this article may, if more leave is required for family illness purposes as defined in this article, use up to thirty seven decimal five (37.5) hours sick leave annually for this purpose.**
- c) The Employer shall grant five (5) days' marriage leave with pay for the purpose of getting married provided that the employee gives the Employer at least five (5) days' notice. Marriage leave also applies to employees in same-sex relationship who marry or participate in their public commitment ceremony.

Court Leave with Pay

- C8.01 The Employer shall grant leave with pay to an employee for the period of time the employee is required:
- a) to be available for jury selection;
 - b) to serve on a jury;
 - c) by subpoena or summons to attend as a witness in any proceeding held:
 - i) in or under the authority of a court of justice or before a grand jury,
 - ii) before a court, judge, justice, magistrate or coroner,
 - iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - iv) before a legislative council, legislative assembly, or any committee thereof that is authorised by law to compel the attendance of witnesses before it,

or

 - v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Personnel Selection Leave with Pay

C9.01 Where an employee participates in a personnel selection process for a position with the Employer, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process.

Injury-On-Duty Leave with Pay

C10.01 An employee shall be granted injury-on-duty leave with pay for the period of time approved by a Provincial Worker's Compensation Board upon notification to the Employer that it has certified that the employee is unable to work because of:

- a) personal injury accidentally received in the performance of the employee's 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;
or
- c) exposure to hazardous conditions in the course of the employee's employment;

if the employee agrees to pay to the Canadian Museum of Nature any amount received by the employee for loss of wages in settlement of any claim the employee may have in respect of such injury, illness, disease or exposure.

Examination Leave

C11.01 Leave with pay to take examinations or defend dissertations which take place during an employee's scheduled hours of work may be granted by the Employer to an employee who is not on education leave. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

Career Development

C12.01 The parties recognise that, in order to maintain and enhance professional and career development, employees need to have, from time to time, an opportunity to attend or participate in career development activities.

Education Leave

C12.02 a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employees to fill their present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

- b) An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - i) fails to complete the course,
 - ii) does not resume employment with the Employer on completion of the course,
 - or
 - iii) ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course,

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

Professional Development

C12.03 The parties to this agreement recognize that attendance at professional or scientific conferences, symposia, workshops and other gatherings of a similar nature constitutes an integral part of employee's research activities and that attendance and participation in such gathering is recognized as an important element in the conduct of scientific research or professional development. In this context, the parties also recognize the importance of research networking with national and international peers and active participation in the business and organization of relevant scientific and professional societies.

Scientific Conferences

C12.04 a) An employee can attend scientific conferences at least once a year, in a related field of expertise. Attendance is based on recommendations by the

employee for the appropriate conference, workshops, and other gathering, consideration of operational constraints, and approval by the Employer.

- b) The Employer will grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- c) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer is deemed to be on duty. The employer will pay all related costs.
- d) An employee invited to participate in a conference or convention to make a presentation will be granted leave with pay and reasonable travel and registration expenses.
- e) An employee shall not be entitled to any compensation under Article B2 (Overtime) and B4 (travelling Time) in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this article, except as provided by paragraph c).

Professional Development

- C12.05 a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
- i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
 - ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,
 - iii) to carry out research or perform work in the employee's field of specialization not specifically related to the employee's assigned work projects when in the opinion of the Employer such assignment is needed to enable to fill the employee's present role more adequately.
- b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in clause C12.05 a).
 - c) An employee may apply at any time for professional development under this article, and the Employer may select an employee at any time for such professional development.
 - d) When an employee is selected by the Employer for professional development under this article the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.

- e) An employee selected for professional development under this article shall continue to receive normal compensation including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles B2 (Overtime) and B4 (Travelling Time) while on professional development under this article.
- f) An employee on professional development under this article may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

Sabbatical Leave

- C12.06
- a) The parties to this agreement recognize that sabbatical leave is a privilege and is considered an investment toward increasing the quality of research and programs at the CMN by allowing an eligible employee to devote more time to scholarly work such as writing a book, research work or similar endeavours.
 - b) An employee shall have the right to take a sabbatical leave with pay from regular duties after completion of six (6) years of service or after six (6) years of service since the last sabbatical leave subject to the following eligibility conditions:
 - i) Leave will be subject to approval of detailed description of the research to be undertaken
 - ii) Leave will not compromise operational requirements of the Museum
 - iii) An employee who obtains sabbatical leave agrees to remain in the service of the Employer for a period of one year following the leave
 - iv) Salary for the sabbatical leave of one year shall be set at eighty percent (80%) of the annual salary of the employee. Other benefits will remain based on the full salary
 - v) Salary for the sabbatical leave of six (6) months shall be set at one hundred percent (100%)
 - c) For purpose of administration no more than thirty percent (30%) of employees may be on sabbatical leave at any one time.
 - d) For existing employees, accumulated years of service will determine the ranking of eligibility to apply for sabbatical leave.
 - e) The sabbatical leaves will be authorized to begin after April 1st 2002.
 - f) All credits for vacation and compensatory time accumulated during the sabbatical leave are deemed to be used during the sabbatical leave.

Leave for Staff Relations Matters

Complaints Made to the Canada Industrial Relations Board (Pursuant to the *Canada Labour Code*)

- C13.01 When operational requirements permit, the Employer will grant leave with pay:
- a) to an employee who makes a complaint, before the Canada Labour Relations Board,
and
 - b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

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

- C13.02 Where operational requirements permit, the Employer will grant leave without pay:
- a) to an employee who represents the Institute in an application for certification or in an intervention,
and
 - b) to an employee who makes personal representations with respect to a certification.

Employee Called as a Witness

- C13.03 The Employer will grant leave with pay:
- a) to an employee called as a witness by the Canada Industrial Relations Board,
and
 - b) where operational requirements permit, to an employee called as a witness by an employee for matters related to the collective agreement or the Institute.

Arbitration Board and Conciliation Board Hearings

- C13.04 Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board or Conciliation Board.

Employee Called as a Witness

- C13.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

Arbitration

- C13.06 Where operational requirements permit, the Employer will grant leave with pay to an employee who is:
- a) a party to an arbitration,
or
 - b) the representative of an employee who is a party to an arbitration,
or
 - c) a witness called by an employee who is party to an arbitration.

Meetings during the Grievance Process

Employee Presenting Grievance

- C13.07 Where operational requirements permit, the Employer will grant to an employee:
- a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the headquarters area of such employee;
and
 - b) where an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

Employee Who Acts as Representative

- C13.08 Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

Grievance Investigations

- C13.09 Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute 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 when the discussion takes place in the headquarters area of such employee and leave without pay when it takes place outside the headquarters area of such employee.

Preparatory Contract Negotiations Meeting

C13.10 Where operational requirements permit, the Employer will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

Meetings Between the Institute and Management

C13.11 Where operational requirements permit, the Employer will grant leave with pay to an employee who is meeting with management on behalf of the Institute.

Institute Executive Council Meetings and Conventions

C13.12 Where operational requirements permit, the Employer will grant leave without pay to an employee to attend Executive Council Meetings and Conventions of the Institute.

Stewards Training Courses

- C13.13
- a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Stewards by the Institute, to undertake training sponsored by the Institute related to the duties of a Steward.
 - b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Stewards by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

Volunteer Leave

C14.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, seven point five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

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

Personal Leave

C15.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, seven point five (7.5) hours of leave with pay for reasons of a personal nature.

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

Other Leave with or without Pay

C 16.01 At its discretion, the Employer may grant:

- a) leave with pay when unforeseen circumstances not directly attributable to the employee which prevents the employee to report for duty. Such leave shall not be unreasonably withheld;
- b) leave with or without pay for purposes other than those specified in this Agreement.

CHAPTER D - STAFF RELATIONS MATTERS

Check-Off

- D1.01 The Employer will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.
- D1.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause D1.01.
- D1.03 For the purpose of applying clause D1.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.
- D1.04 No employee organization, other than the Institute, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- D1.05 The amounts deducted in accordance with clause D1.01 shall be remitted to the Institute 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.
- D1.06 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- D1.07 The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.
- D1.08 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.
- D1.09 Deductions for the Institute's dues will be included on employee's T4 slips, provided such deductions were made by the Employer.

Use of Employer Facilities

- D2.01 A duly accredited representative of the Institute may be permitted access to the Employer'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 Employer.
- D2.02 The Bargaining Agent shall provide to the Employer a list of such representatives and shall advise promptly of any change made to the list.

Bulletin Boards

- D2.03 Reasonable space on bulletin boards will be made available to the Bargaining Agent for the posting of official notices, in convenient locations determined by the Employer and the Institute. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.
- D2.04 The Employer will make available, after consultation with the Institute, specific locations on its premises for the placement of reasonable quantities of literature of the Institute.

Information

- D3.01 The Employer agrees to supply the Institute in addition to the list indicated in article D1.05, with a list containing the following information:
- Name and level
 - New employees
 - Date of appointment of new employees
 - Leaves, except annual leave and sick leave
 - Lay-offs
 - Struck off strength (SOS) with the type of SOS
 - Identification assigned number (IAN)

The above information shall also be provided to the Chair of the Group or his substitute.

Each new employee shall also receive a notice, to be supplied by the Institute, telling the employee how to contact the Institute.

- D3.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after the signing of the Agreement.

Stewards

- D4.01 The Institute shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause D4.02.
- D4.02 a) Representatives shall obtain the permission of their immediate supervisor before leaving their work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representatives shall report back to their supervisor before resuming their normal duties.

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

Grievance Procedure

Glossary of Terms

- D5.01 a) «Grievance» is a complaint in writing submitted to an authorized Institute representative and signed by an employee and by the authorized Institute representative on behalf of one or more employees, alleging a violation regarding the application, interpretation or administration of the collective agreement,
- or
- a complaint made by the Institute on its own behalf alleging a violation regarding the application or administration of the collective agreement.
- b) “Authorized representative of the Institute” is a person designated by the bargaining Agent to participate in the processing of a grievance.
 - c) «Days» means calendar days excluding Saturdays, Sundays and holidays.

Grievance Procedure

Discussion of Complaint Prior to Presenting a Grievance

- D5.02 An employee or the employee's authorised Institute representative is encouraged to discuss complaints with the employee's immediate supervisor prior to presenting a grievance.

Investigation of Complaint

- D5.03 In investigating an employee complaint, the authorized Institute representative shall obtain the permission from the immediate supervisor to leave the workplace. When entering the employee's workplace, the authorized Institute representative shall obtain the permission from the employee's immediate supervisor before proceeding with the investigation. Such permission shall not be unreasonably withheld.

The authorized Institute representative shall be allowed a reasonable period of time to complete the investigation and shall report to the supervisor before resuming normal duties.

Right to Present a Grievance

- D5.04 An employee who wishes to submit a grievance at any level of the grievance procedure shall transmit a grievance through the authorized Institute representative. An aggrieved employee shall be represented by an authorized representative of the Institute at any level of the grievance procedure.

Irregularities

D5.05 The authorized Institute representative shall present grievances in the manner prescribed in this Article but a grievance shall not be defeated by reason of a technical irregularity or shall not be invalid due to the fact that it is not written or in accordance with grievance forms approved by the Institute and the Employer, and provided by the Employer.

Presentation of Grievances

D5.06 A grievance, at any level, will be submitted by an authorized Institute representative to a representative of the human resources division, at which time the human resources representative shall immediately sign and date the grievance and provide a copy of the grievance to the authorized Institute representative.

Processing Grievances (Levels)

D5.07 Except as otherwise provided in this Agreement, a grievance shall be processed as follows:

a) First (1st) Level :

Employer - Manager of the function
Institute - Authorized Institute representative

b) Second (2nd) Level:

Employer - President or his/her authorized representative
Institute - Authorized Institute Representative

Employees reporting directly to a level higher than a manager of a function will process their grievance directly to that level and consequently bypass first (1st) level of the grievance procedure.

The Employer shall designate a representative at each level in the grievance procedure and shall inform the Institute and each employee to whom the procedure applies of the name or title of the person designated.

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

Time Limit at First Level

D5.08 A grievance may be submitted to the first level of the grievance procedure not later than the twenty fifth (25th) day after the date on which the aggrieved employee or the Institute, as applicable, was notified orally or in writing or otherwise first became aware of the action or the circumstances giving rise to the grievance.

Hearing and Reply at First Level

D5.09 Within ten (10) days following receipt of such presentation of a grievance, the Employer may hold a hearing at level one and reply in writing to the grievance.

Time Limit at Second Level

D5.10 If the decision of the Employer at the first level is not satisfactory, the Institute may submit the grievance at the second level of the grievance procedure not later than the (10th) day after the written decision of the Employer was received by the Institute. A hearing may be held and the Employer will reply in writing fifteen (15) days after the grievance is presented.

Abandonment or Failure to Reply

D5.11 If the Institute fails to submit a grievance at each level in the grievance procedure within the time limits stipulated in this Article, the grievance shall be deemed abandoned. Similarly, if the Employer fails to reply to a grievance within the time stipulated in this Article, the grievance may be referred to the next level of the grievance procedure.

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

Notification of Decision

D5.12 The Employer will forward to the appropriate authorized Institute representative a copy of the Employer's decision at each level in the grievance procedure at the same time the Employer's decision is conveyed to the employee(s) on whose behalf the grievance was filed.

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

Grievance Directly to the Final Level

D5.13 By agreement of the Institute and the Employer, a grievance may be submitted directly to the final level within the time limit stipulated in clause D5.08.

Discharge and Suspension

D5.14 If the Employer discharges or indefinitely suspends an employee, the resulting grievance shall be submitted directly to second level.

No Threats or Intimidation

D5.15 Neither the Employer nor anyone acting on behalf of the Employer shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause

employees to abandon their grievance or refrain from exercising their rights to present a grievance as provided in this Collective Agreement.

Arbitration

D5.16 When a grievance has been presented at the final level of the grievance procedure and has not been resolved to the satisfaction of the Institute, the Institute may refer such grievance to arbitration within (30) days of receipt of the final level answer failing which the grievance shall be considered to be abandoned. The Institute shall notify the Employer in writing of each referral to arbitration.

Within Ten (10) Days after Notice of Arbitration Has Been Served

- D5.17
- a) The matter will be referred to an arbitration board unless mutually agreed to submit it to a single arbitrator.
 - b) Where the matter is submitted to a single arbitrator, this arbitrator will be chosen by mutual agreement. The decision of the single arbitrator shall be final and binding on both parties.
 - c) Where the matter is referred to an arbitration board, each of the parties shall appoint one arbitrator, and the two arbitrators so appointed shall choose a chairperson. The three will constitute the arbitration board. The decision of the majority shall be final and binding on both parties. In the case where a majority decision cannot be reached, the decision of the chairperson shall be considered the decision of the arbitration board.
- D5.18 In the event that the parties fail to agree on the choice of an arbitrator, or the two arbitrators fail to agree on the choice of a chairperson, they shall forthwith request the Minister of Labour to appoint an arbitrator or chairperson.
- D5.19
- a) The arbitrator or arbitration board shall have all the powers vested in it by the *Canada Labour Code*, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator or arbitration board deems just and reasonable in the circumstances, including compensation for lost income.
 - b) The arbitrator or arbitration board shall not change, modify or alter any of the terms of this contract.
- D5.20 The Institute and the Employer shall each bear half (1/2) the cost of the single arbitrator or the single chairperson. Each party shall bear its own expenses with regards to the arbitration proceedings.

Decision of Arbitrator or Board

D5.21 The Arbitrator or the Board as the case may be, must hand down a written decision within sixty (60) days of the date of hearing.

Classification Grievance

- D5.22
- a) The duties and responsibilities forming the basis of a classification grievance must be those assigned and performed at the time the decision to grieve was made.
 - b) In addition to the job description, evidence as to the duties actually performed would be relevant and admissible evidence. However, any disagreement between the employee and the authorized supervisor concerning the duties assigned must be identified in the classification grievance proper.
 - c) The employee will discuss the classification of the position with a management representative who is knowledgeable in classification, and with an Institute representative, before presenting a classification grievance.
- D5.23 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 of a provision of this Agreement, the employee is not entitled to refer the grievance to arbitration unless the Institute signifies in prescribed manner:
- a) its approval of the reference of the grievance to arbitration,
and
 - b) its willingness to represent the employee in the arbitration proceedings.

Joint Consultation

- D6.01 The parties acknowledge the mutual benefits to be derived from meaningful consultation and will consult on matters of common interest.
- D6.02 There shall be one joint consultation committee under the agreement. The committee shall be composed of two representatives from the bargaining unit and two representatives of the Employer. The committee shall meet at mutually satisfactory times.
- D6.03 Any items agreed to by the committee which would alter any provision of this agreement will be considered ipso facto null and void.
- D6.04 The committee will not discuss grievances.
- D6.05 In order for consultation to be effective, the parties will ensure that their delegates are official representatives that may speak on behalf of the parties with regards to subjects dealt in the joint consultation process.

Standards of Discipline

- D7.01 a) When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.
- b) The Employer shall notify the local representative of the Institute that such suspension has occurred.
- D7.02 When employees are required to attend a meeting, the purpose of which is to render a disciplinary decision concerning them, the employees are entitled to have, at their own request, a representative of the Institute attend the meeting. Where practicable, the employees shall receive a minimum of two (2) working days' notice of such a meeting.
- D7.03 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- D7.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

Employee Performance Review and Employee Files

- D8.01 For the purpose of this Article,
- a) a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor on how well the employee has performed the approved tasks during a specified period in the past;
- b) formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose;
- c) prior to an employee performance review the employee shall be given:
- i) the evaluation form which will be used for the review;
- ii) any written document which provides instructions to the person conducting the review;
- d) if during the employee performance review, either the form or instructions are changed, they shall be given to the employee.

- D8.02 a) The Employer shall make a formal assessment of an employee's performance at least once a year. The employee concerned must be given an opportunity to sign the completed assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on the assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated. In cases where an employee has worked on several projects, input from those people responsible for the projects shall form a part of the employee's performance appraisal.
- c) **Research Section Heads may be asked to provide objective observations of the employee's accomplishments; however the responsibility for the formal Performance Appraisal and its signoff resides with the Director, Research**
- D8.03 An employee has the right to make written comments to be attached to the performance review form.
- D8.04 The personal file of any employee shall be made available upon request in the presence of an authorized representative of the Employer. The Employer shall provide pertinent file documents requested by the employee once a year, if there have been changes.
- D8.05 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

Employment References

- D9.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, and principal duties and responsibilities.

Harassment and Discrimination in the Work Place

- D 10.01 a) Harassment and discrimination, in any form, will not be tolerated by the Museum.
- b) Complaints concerning harassment and discrimination will be investigated and treated as per the **No Discrimination and No Harassment Policy that was revised effective January 25, 2005. However, the employee may instead choose to file a grievance in accordance with article D5 of this Collective Agreement.**

- c) **If the complainant or the respondent is not satisfied with the results of the application of the No Discrimination and No Harassment Policy, he or she may file a grievance in accordance with article D5 of this collective agreement. The time limit specified in article D5.08 shall be waived where the grievor has attempted to have their complaint resolved through the No Discrimination and No Harassment Policy. Both parties agree that the grievance shall be treated directly through the arbitration process.**
- d) The Health and Safety Committee may make recommendations to the Employer on the monitoring and developing of prevention or procedures to reduce the risk of abuse of staff.
- e) **Any changes to the No Discrimination and No Harassment Policy will be agreed to by both parties.**

Contracting Out

D11.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Museum of Nature to employees who would otherwise become redundant because work is contracted out.

Strike or Lockout

D12.01 The Institute, the employees and the Employer understands and agree that there is to be no illegal strike or lockout during the term of this agreement, the definitions of "strike" and "lockout" being that as laid down by the *Canada Labour Code*.

CHAPTER E - STAFFING

Statement of Duties

E1.01 Upon written request, employees shall be provided with a complete and current statement of the duties and responsibilities of their position, including the classification and level and, where applicable, the point rating allotted by factor to their position.

If the employee disagrees with the content of the statement of duties, the manager and the employee will meet as soon as possible with the purpose of discussing and resolving the issues.

Registration Fees

E2.01 The Employer shall reimburse an employee for the 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 position.

Position and Classification

E3.01 The Employer shall continue to classify positions for Museum Research Scientists in the bargaining unit in accordance with the **Classification and Promotion Process** agreed to by the parties and effective on **November 21, 2008**.

The Employer shall continue to classify positions for Chief Collection Managers and Chief Conservator in the bargaining unit in accordance with the Promotion Criteria agreed by the parties and effective April 1st, 2001.

Work Force Adjustment

E4.01 The Employer shall provide written notice of layoff to each employee so affected as far in advance of the layoff as is practicable, but in no case less than the following:

<u>Years of continuous employment</u>	<u>Notice period</u>
Less than two (2) years	Two (2) months
Two (2) to five (5) years	Four (4) months
Five (5) to ten (10) years	Six (6) months
More than ten (10) years	Twelve (12) months

E4.02 a) When an employee who has worked for the Museum for ten (10) years or less receives a written notice of layoff, he or she may elect to resign and be paid a lump-sum equivalent to the salary earned during the required notice period to a maximum of six (6) months.

b) When an employee who has worked for the Museum for more than ten (10) years receives a written notice of layoff, he or she may elect to:

- i) resign and be paid a lump-sum equivalent to the salary earned during the required notice period to a maximum of six (6) months:
or
- ii) to work part of the notice period and be paid a lump-sum equivalent to the salary to be earned during the remaining notice period to a maximum of six (6) months.

In all the above cases, such pay-out shall be deemed to satisfy the requirements of clause E4.01

- E4.03 Layoffs will be determined solely by the Employer. Cases of contemplated layoff will be discussed with the Institute to explore ways of assisting affected employees in obtaining suitable employment within or outside the museum.
- E4.04 Employees on layoff will be recalled to work as determined by the Employer. Laid-off employees will be retained on a recall list for a maximum of one (1) year and shall not be considered an employee for the purposes of this Agreement.
- E4.05 The provisions of this Agreement shall not apply to employees where a temporary cessation of their employment is affected due to a shutdown of Employer operations which may come as a result of an emergency or of other operational requirements.

Research Section Heads

- E5.01 Research Section Heads are assigned for a period of time not to exceed three (3) years that will begin at the date of assignment. After completion of a three (3) year period, Research Section Heads will be compensated in addition to their regular salary by a period of twelve (12) months of sabbatical leave with pay taken at a later date to be mutually agreed to by the Employer and the employee. The sabbatical leave referred to is understood to be in addition to the present Employer practice of granting paid sabbatical leave to employees under the clause C12.06.

All credits for vacation and compensatory time accumulated during the sabbatical leave are deemed to be used during the sabbatical leave.

CHAPTER F - BENEFITS

Severance Pay

F1.01 Under the following circumstances and subject to clause F1.02 employees shall receive severance benefits calculated on the basis of their weekly rate of pay:

a) Lay-Off

On lay-off, two (2) weeks pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.

b) Resignation

On resignation, subject to clause F1.01c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

c) Retirement

i) On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance 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.

ii) An employee who has been continuously employed for more than one year and whose employment is terminated for reason of age upon attaining the age of sixty-five (65) years or more and who, by reason of insufficient pensionable service, is not entitled to an immediate annuity, shall receive severance pay in the same manner as provided in clause F1.01 a) above.

d) Death

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

e) Release for Incapacity

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

F1.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause F1.01 be pyramided.

F1.03 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 and level prescribed in the employee's substantive position on the date of the termination of employment.

Diving Allowance

F2.01 Employees whose job duties require them to dive shall be paid an extra allowance of **fifteen** dollars (**\$15.00**) per hour. The minimum allowance shall be two (2) hours per dive.

F2.02 A dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of a self-contained air supply.

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

<u>Extra Risk/Stress Condition</u>	<u>Risk/Stress Factor</u>
Water Depths from 0 to 10 metres (1-2 atm.) or Water Temperature Above 5 °C	1
Water Depths from 10,1 à 20 metres (2-3 atm.) or Water Temperature From 2,1 et 5 °C	2
Water Depths from 20,1 à 30 metres (3-4 atm.) or Water Temperature From -2 et 2 °C	3
Water Depths greater than 30 metres (> 4 atm.)	4

A risk/stress factor of 1 represents normal or near-normal (i.e. reasonably comfortable) diving conditions and will not affect the basic allowance rate.

A risk/stress factor of 2 represents difficult diving conditions and will multiply the basic rate for a given dive period by two (2).

A risk/stress factor of 3 represents critical diving conditions and will multiply the basic rate for a given dive period by three (3).

A risk/stress factor of 4 represents extreme diving conditions and will multiply the basic rate for given dive period by four (4).

Field and Sea Research Allowance

F3.01 Field research means duties that are performed in harsh environments or where living accommodations are mainly tents, trailers, etc.

- a) Field and Sea allowance: An employee on field or sea research shall be paid an allowance of twenty dollars (\$20.00) per day;
- b) the allowance referred to in a) above will be paid only after 3 consecutive days of performing such work, **at which time the employee shall receive allowance for the first three days of work and all consecutive days of performing such work thereafter.**
- c) an employee on field or sea research work shall be compensated for authorized overtime performed on an hour for hour basis for all hours worked on a paid holiday or a day of rest. No remuneration shall be paid for overtime performed during the normal work week.
- d) It is recognized that during field work the maximum allowable hours of work (B 1.07 (f) may be exceeded. It is also understood that this field work will be approved if:
 - i) The overtime requested is proposed in advance of the work taking place;
 - ii) The employee agrees that the hours worked, including those in the field, will not exceed an average of forty-eight (48) hours per week for the fiscal year;
 - iii) The consecutive days of fieldwork will not exceed twenty-eight (28) days. If the consecutive days of field work are to exceed twenty-eight (28) days, the employee is expected to plan for regular days of rest.

Upon application by the employee and at the discretion of the Employer compensation earned under this clause may be taken in the form of compensatory leave at the applicable rate. Compensatory leave earned in a fiscal year and outstanding shall be paid in accordance with clause B2.04.

- e) **When an employee is required to transfer to a ship, submarine or barge (not berthed) from a helicopter, ship's boat, yardcraft or an auxiliary vessel, the employee shall be paid a transfer allowance of twenty five**

dollars (\$25.00) except for transferring between vessels and/or work platforms which are in a secured state to each other. If the employee leaves the ship, submarine or barge by a similar transfer, the employee shall be paid an additional twenty five dollars (\$25.00).

Benefits

- F4.01 The existing benefits and levels will apply during the life of the agreement, unless modified by mutual agreement of the parties or by legislation.
- *Public Service Superannuation Act*
 - *Disability Insurance Plan*
 - *Dental Plan*
 - *Public service Health Care Plan*
- F4.02 Any changes to the above-mentioned benefits cannot take effect without the consent of the Institute. In case of modification in the cost or in the protections of the benefits by a third party for which the museum has no control, the Employer will advise the Institute.
- F4.03 It is understood that the *Public Service Superannuation Act* is not subject to collective bargaining.

CHAPTER G - PAY AND DURATION

Pay

- G1.01 An employee is entitled to be paid for services rendered at:
- a) the pay specified in Appendix "A" for the classification of the position to which the employee is appointed, if the classification and level coincides with that prescribed in the employee's letter of offer of employment,
or
 - b) the pay specified in Appendix "A" for the classification and level prescribed in the employee's letter of offer of employment, if that classification and level of the position to which the employee is appointed do not coincide.
- G1.02 The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- G1.03 Only rates of pay and compensation for overtime and diving allowance which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

Pay Administration

- G1.04 When two or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:
- a) the employee shall receive the pay increment;
 - b) the employee's rate of pay shall be revised;
 - c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

Rates of Pay

- G1.05 a) This clause supersedes the Retroactive Remuneration Directives. Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective 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 the collective agreement is signed or when an arbitral award is rendered therefore;

- ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death the estates of former employees, who were employees in the bargaining unit 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 iii), the Employer shall notify by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;
- v) no payment nor notification shall be made pursuant to clause G1 for one dollar (\$1.00) or less.

- G1.06 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least six (6) days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification and level for the period in which the employee acts.
- G1.07 A reclassification is a change in the group and/or level of a position resulting from a review.
- G1.08 If a position is reclassified to a group and/or level having a higher attainable maximum rate of pay, the rate of pay shall be determined by applying the promotion or transfer rules unless specified otherwise in the collective agreement or pay plan.
- G1.09 If a position is reclassified to a group and/or level having a lower attainable maximum rate of pay, the employee shall retain the rates of pay of the former group and level.
- G1.10 This salary protection remains in effect until the position is vacated or the maximum for the reclassified level becomes greater than that applicable to the former level.
- G1.11 The employee continues to be paid revisions and increments in lump sum payments based on the former group and level.
- G1.12 If during the term of this agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to the new levels resulting from the application of the standard, negotiate with the Institute the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

Agreement Re-Opener

G2.01 This agreement may be re-opened and amended by mutual consent during its present term.

Duration

G3.01 Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on the date of ratification. Salary increases are retroactive to October 1, 2006. This collective agreement shall expire at 2400 hours on September 30, 2010.

SIGNED IN GATINEAU, this 18th day of the month of Jan. 2010

The Professional Institute
of the Public Service
of Canada



Gary Corbett
President, PIPSC

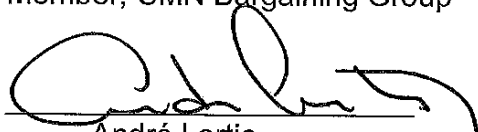


Jean-Marc Gagnon
President, CMN Bargaining Group

Kathleen Conlan
Member, CMN Bargaining Group



Paula Pilonen
Member, CMN Bargaining Group



André Lortie
Negotiator

The Canadian Museum
of Nature



Joanne DiCosimo
President and Chief Executive Officer



Maureen Dougan
Vice-President & Chief Operating Officer



Roger Baird
Director Collection Services



Denyse Jomphe
Director, Human Resources

APPENDIX A Salary Range

	10/1/2006	Economic increase	2.5%				
	10/1/2007	Economic increase	2.4%				
	10/1/2008	Economic increase	2.25%				
	10/1/2009	Economic increase	2.5%				
		Minimum		Maximum			
MRS01							
current rates		60,788	-	73,365			
to:	10/1/2006	62,308	-	75,199			
	10/1/2007	63,803	-	77,004			
	10/1/2008	65,239	-	78,737			
	10/1/2009	66,870	-	80,705			
MRS02							
current rates		68,124	-	92,964			
To:	10/1/2006	69,827	-	95,288			
	10/1/2007	71,503	-	97,575			
	10/1/2008	73,112	-	99,770			
	10/1/2009	74,940	-	102,264			
MRS03							
current rates		83,430	-	107,046			
to:	10/1/2006	85,516	-	109,722			
	10/1/2007	87,568	-	112,355			
	10/1/2008	89,538	-	114,883			
	10/1/2009	91,776	-	117,755			
Collection Chief							
Chief Conservator							
current rates		64,141	-	80,177	//	75,045	88,729
To	10/1/2006	65,745	-	82,181	//	76,921	90,947
	10/1/2007	67,323	-	84,153	//	78,767	93,130
	10/1/2008	68,838	-	86,046	//	80,539	95,225
	10/1/2009	70,559	-	88,197	//	82,552	97,606

Note1: The October 1 economic increases are in addition to the April 1 performance increase of 4%. Employees who are not at the maximum of the range are eligible for performance increases.

Note 2: The double bar (//) between pay steps in a grade indicates the requirement for promotional action when warranted.

Note 3: An employee promoted from the level MRS-1 to MRS-2, MRS-2 to MRS-3, or above the double bar shall receive an increase equivalent to 4% of his/her actual salary or the minimum salary of the new scale, whichever is greater.

APPENDIX B

Classification of Scientific Researchers

The following is the understanding reached by the parties during the 2008 negotiations concerning the above subject.

1. The promotion process for scientific researchers was modified and shall become effective on the ratification date.
2. The document CLASSIFICATION AND PROMOTION PROCESS FOR MUSEUM RESEARCH SCIENTISTS shall be deemed to be part of the collective agreement.

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