

Collective Agreement

between

The Canadian Museum
of Civilization Corporation

and

The Public ~~Service~~ Alliance of Canada

Expiry Date : March 31, 2005



09836 (03)

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ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

- 1.02 The purpose of ~~this~~ Agreement is to maintain harmonious and mutually beneficial relationships between the Canadian Museum of Civilization Corporation, the Alliance and the employees and to set ~~forth~~ herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement recognize the mission of the Corporation as declared in the Museums Act. Working together to ~~fulfill~~ this mission ~~in~~ an atmosphere of mutual respect and dignity, the parties share a desire to improve the quality of the Corporation's services, to maintain professional standards, to promote the well being and to increase the productivity of the employees of the Corporation. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which ~~members~~ of the bargaining unit are employed. .

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of ~~this~~ Agreement:

- (a) "Alliance" means the Public Service Alliance of Canada;
- (b) "Bargaining Unit" means the employees of the Corporation as **described in Article 5** of this Agreement;
- (c) "Continuous employment" means uninterrupted employment with the Canadian Museum of Civilization Corporation;

For the purposes of calculating years of uninterrupted employment in relation to severance pay and notice of lay-off only, continuous employment for employees hired prior to July 1, 1990, also means the service recognized by the parties as defined in the "years of service list". This service shall be credited to the employee and will continue to accrue.

(d) "Corporation" means the Canadian Museum of Civilization Corporation, which includes the Canadian War Museum (or its management representative) established under the Museums Act, including all of its properties and establishments;

(e)

(i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the normal daily hours of work;

(ii) "annual rate of pay" means:

for Schedule "S" employees, the hourly rate of pay multiplied by 2087; .

for all other employees, the hourly rate of pay multiplied by 1956.6

(iii) "weekly rate of pay" means for "S" employees the hourly rate of pay multiplied by 40;

for all other employees, the hourly rate of pay multiplied by 37.5;

(9) "employee" means a person who is a member of the bargaining unit specified in Article 5;

A Schedule "C" employee is a person who works in a position listed in Appendix D.

A Schedule "S" employee is a person who works in a position listed in Appendix C.

A schedule "A" employee is a person who works in a position not listed in Appendix 'C' or 'D'.

- (g) **"Day of rest"** in relation to an employee means a day other than a holiday, on which that employee is not ordinarily required to perform the duties of this position other than by reason of the employee being on leave;
- (h) **"holiday"** means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in **this** Agreement;
- (i)
 - (i) "Permanent full-time employee" means an employee who is hired for an indeterminate period of time and who normally works either 37.5 or 40 hours per week as specified in **Article 25 (Hours of Work)**.
 - (ii) "Permanent part-time employee" means an employee who is hired for an indeterminate period of time to work **less** than the normal hours of work (37.5 or 40 hours) per week **than** the full-time employee, as specified in **Article 25 (Hours of Work)**.
 - (iii) Temporary full-time employee" **means** an employee **who** is hired on a full time basis for a specified period of time for the purpose of:
 - (a) replacing permanent employees who are on leave with or without pay,
or
 - (b) filling temporary vacancies,
or
 - (c) temporary assignment with budgetary or specified time limits,
or
 - (d) a special project with a term definite period of **time**,
or
 - (e) non-recurring work.

- (iv) "Temporary part-time employee" means an employee who is hired on a part time basis, i.e. to work less than 37.5 or 40 hours per week, for a specified period of time for the same purposes mentioned in (iii) a, b, c, d and e.

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

Where the Corporation decides that the functions of the term position are still required one (1) year after the original termination date of the term, the position shall be converted to an indeterminate position, except where a temporary appointment pursuant to (a) must be extended beyond the original termination date due to additional leave requirements of the permanent employee being replaced. The individual in the temporary position shall be granted non-probationary full time or part-time status retroactive to the commencement date of the term.

- (v) "Occasional employee" means an employee who has no scheduled hours and who is called in on short notice, or for unusual or unforeseen circumstances to fulfill the hours of a part-time or a full time employee.
- (j) "Leave" means authorized absence from duty by an employee during their regular or normal hours of work;
- (k) "Lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function. The end of a temporary employee's specified period of employment does not constitute a lay-off;

- (l) "Leave year" means 1 April to 31 March;
- (m) "Local" means Local 70396 of the Alliance;
- (n) "Membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;
- (o) "Overtime" means authorized work in excess of the employee's daily and weekly hours of work;
- (p) "Probationary period" means the first 130 worked days (for levels E1 – E4) and the first 265 worked days (for all other levels) in which the employee is in full time attendance at the Corporation:

For part time employees, **the 130 or 265** worked days shall be converted to hours. Once the total hours have been worked, part-time employees shall be deemed to have completed their probationary period

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as specifically noted. It is understood that the probationary employee can be discharged at the discretion of the Corporation.

- (q) "Spouse" means the individual who has been declared by the employee as per the completed and signed Spousal Declaration form included in this Collective Agreement;
- (r)
 - (i) "straight-time rate" means the employee's hourly rate of pay;
 - (ii) "time and one-half" means one and one-half (150%) times the employee's hourly rate of pay,

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(iii) "double Ume" means two (2) times the employee's hourly rate of pay;

(s) "Canada Industrial Relations Board" (CIRB) means the Canada Industrial Relations Board (CIRB) effective January 1, 1999.

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

2.03 The English and French versions of this Collective Agreement shall be gender neutral.

ARTICLE 3

APPLICATION

3.01 The provisions of this Agreement apply to the Alliance, the employees and the Corporation.

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

ARTICLE 4

MANAGERIAL RESPONSIBILITIES

4.01 The Alliance recognizes that the management of the operation is fixed exclusively in the Corporation and without limiting the generality of the foregoing the Alliance acknowledges that it is the exclusive function of the Corporation to:

- (a) maintain order, discipline and efficiency and in connection therewith;
- (b) make, alter and enforce from time to time rules and regulations, policies and practices relating to the operation of the Corporation;

- (c) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall or retire employees;
- (d) establish and administer tests for the purpose of assisting the Corporation in determining an employee's qualifications;
- (e) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the contracting out of work, the schedules of operations and work, the number of shifts, job content, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the determination of financial policies including general accounting procedures and customer relations;

except as modified by specific language in this collective Agreement. Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Corporation.

ARTICLE 5

RECOGNITION

- 5.01** The Corporation recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees excluding employees represented by another bargaining agent and:
- President and Chief Executive Officer
 - Chief Operating Officer and Senior Vice-president
 - Comptroller and Chief Financial Officer
 - Director, Human Resources
 - Director General and Chief Executive Officer, CWM
 - Director, Office of the President and Chief Executive Officer
 - Director General, Research and Collections
 - Director General, Exhibitions and Programmes

- Vice-President, Public Affairs
- Director, Collections, Conservation and Display Services
- Director, Programs and Collections, **CWM**
- Director Historical Research and Exhibition Development, **CWM**
- Director, Business Development and Marketing **CINÉPLUS**

- Director, Canadian Children's Museum
- Director, Canadian **Postal** Museum
- Director, Exhibitions and Design
- Director, Library, Archives and Documentation Services

- Director, Collections and Information Access
- Director, Audit and Evaluation
- Corporate Secretary and Director General, Strategic Planning

- Vice-President, Development
- Director, Property Management, Security & Client Services

- Head, Corporate Systems and Financial Applications
- Human Resources Assistants
- Head, Labour Relations and Health & Safety
- Pension and Benefits Advisor
- Head, **HR** Programmes and Policies

- Personal Assistant to the Chief Operating Officer and Senior Vice-president
- Personal Assistant to the President and Chief Executive Officer
- Assistant to the Director of Human Resources
- Human Resources Consultants
- Secretary to the Director General, **CWM**
- Treasurer
- Financial Analysts
- Co-ordinator, Corporate Secretariat
- Manager, Commercial Operations
- Campaign Director
- Chief, Property Management and Engineering
- Chief, Corporate Communication
- Chief, Security Services
- Chief, Client Services

- 5.02** In the event that the Employer creates a new position (which did not exist in the CIRB certificates noted in 5.01). it undertakes to inform the Union of the creation of this new position together with the Employer's position as to whether such position is to be recognized as being part of either bargaining unit. Upon a written request from the Union within forty-five (45) days of notification to this effect, the Employer shall meet with the Union in order to discuss the Employer's position on the inclusion or exclusion of this position in either bargaining unit.
- 5.03** In the event that the parties fail to agree on whether the position shall be included or excluded, either party may refer the case to the Canada Industrial Relations Board for decision.

ARTICLE 6

WORK OF THE BARGAINING UNIT

6.01

- (a) Employees of the Corporation not covered by the terms of this Agreement shall not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or in emergencies when regular employees are not readily available.
- (b) The functions of volunteers shall not be expanded beyond the extent of existing practice as of April 1, 1997.
- (c) No employee within the bargaining unit shall be laid off by reason of their duties being assigned to volunteers.

ARTICLE 7

CHECK-OFF

- 7.01** The Corporation shall, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit.

- 7.02** The Alliance shall inform the Corporation in writing of the authorized monthly deduction to be checked off for each employee.
- 7.03** For the purpose of applying clause 7.01, deductions from pay for each employee in respect of each calendar month shall ~~start~~ with the first ~~full~~ month of employment to the extent that earnings are available.
- 7.04** The amounts deducted in accordance with clause 7.01 shall be remitted to the Comptroller ~~of~~ the Alliance by cheque within fifteen (15) calendar days after the end of the month for which deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 7.05** The Corporation agrees to continue the past practice ~~of~~ making deductions for other purposes on the basis of the production ~~of~~ appropriate documentation.
- 7.06** The Alliance agrees to indemnify and save the Corporation harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out ~~of~~ an error committed by the Corporation limited to the amount actually involved in the error.

ARTICLE 8

INFORMATION

- 8.01** The Corporation agrees to provide to the President of the Local Union of PSAC with an up-to-date list of represented employees including names, ~~job~~ titles, classifications, ~~work~~ locations and status ~~of~~ their positions ~~once~~ every six (6) months.
- 8.02** The Corporation agrees to provide to ~~the~~ President ~~of~~ the **Local** Union of PSAC with a copy of the Employer's current organization chart once every six (6) months.

- 8.03** The Corporation agrees to provide to the President of the Local Union of PSAC or his/her designate and the new employees, at the time of their orientation, leave with pay of thirty (30) minutes plus reasonable travel time, where applicable, to acquaint the newly hired employees with the fact that a collective bargaining relationship exists between the Alliance and the Corporation.

ARTICLE 9

USE OF EMPLOYER FACILITIES

- 9.01** Reasonable space on bulletin boards in convenient locations and corporate electronic systems shall *be* made available to the Alliance for the posting of official Alliance notices. Posting of notices or other materials shall require the prior approval of the Corporation, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. ~~Such~~ approval, by the Director of Human Resources or designate, shall not be unreasonably withheld.
- 9.02** The Corporation shall make available to the Local and the Alliance suitable locations on its premises for the placement of reasonable quantities of literature of the Local and the Alliance.
- 9.03** The Corporation shall permit, subject to operational requirements, the Local to use the Corporation's premises outside the working hours of the employees for conducting meetings of their members.
- 9.04** The Corporation agrees to provide the Alliance Executive with the use of a secure Office including a telephone with the cost of the rental to be negotiated between the Alliance Executive and the Corporation.

ARTICLE 10

COLLECTIVE AGREEMENT

- 10.01** The Alliance agrees to supply each employee with a copy of the Collective Agreement. The parties agree to share equally the cost of translating and printing the Collective Agreement.

ARTICLE 11

EMPLOYEE REPRESENTATIVES

- 11.01** The Corporation acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 11.02** The Alliance shall notify the Corporation in writing of the name and the title of its representatives, including representatives on the Contract Negotiating Committee.
- 11.03** A duly accredited representative of the Alliance not employed by CMCC shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, or to meet with the Local or any of the members or management representatives in non-public areas of the Corporation, and shall advise the Director of Human Resources or designate prior to being permitted access to the building.
- 11.04** The Alliance shall provide the Corporation with a list of such accredited Alliance representatives and shall advise promptly of any change made to the list.

ARTICLE 12

RESTRICTION ON OUTSIDE EMPLOYMENT

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

ARTICLE 13

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

- 13.01** An employee representative shall obtain the permission of their immediate supervisor before leaving their work to investigate employee complaints, to meet with Local Management for the purpose of dealing with grievances and to attend meetings called by management. Upon the resumption of normal duties, the employee representative shall report back to the supervisor, where applicable. The supervisor shall not unreasonably withhold their permission.
- 13.02** The Corporation shall grant leave with pay to an employee who is a party to an arbitration or a party to a matter before the CIRB or the CHRC involving the Corporation. In addition, where operational requirements permit, the Corporation may grant leave without pay to any additional employee representing the Alliance before the CIRB or the CHRC.
- 13.03** When operational requirements permit and when an employee and their representative are involved in the grievance process, the employee and their representative shall be granted the necessary time off with pay to prepare for and attend the hearings at the various steps of the grievance procedure.
- 13.04**
- (i) The Corporation shall grant leave with pay to two (2) employees for the purpose of attending contract negotiation meetings for a maximum of thirty (30) days.
 - (ii) The Corporation shall grant leave without pay for up to four (4) employees for the purpose of attending preparatory negotiation meetings on behalf of the Alliance.
- 13.05** When operational requirements permit, the Corporation shall grant leave without pay to employees for the purpose of participating in Union activities.

13.06 An employee **who** has been elected or appointed to a full-time office of the Alliance, the National Component or the Local shall be **entitled, with a minimum of at least six (6) weeks notice, to** leave without pay for a period of up to one **(1)** year during which they are elected or appointed to hold office. The employee may elect to **continue** their **CMCC** benefits and optional coverage (as outlined in the **CMCC** Employee Benefit Booklet) by paying the full cost of continued coverage.

The employee may elect to contribute to ~~the~~ Pension Plan at the rate of salary they were earning in their former position prior to being elected or appointed to office. **If** the employee elects to contribute to the Pension Plan, they must pay both shares, the employee's and the employer's.

An employee **who** returns to work with the Corporation after a period of leave without pay granted under this **clause** shall not have the time spent on leave credited for purposes of continuous service. Such an employee has the right to return to their former classification level and salary, and if practicable, return to their former position.

13.07 When operational requirements permit, the Corporation may grant **leave** without pay to one ~~(1)~~ employee to work for the Alliance for a maximum of one **(1)** year.

13.08 Upon returning from leave granted under this Article, the employee will be reinstated into the position at the time the leave commenced, **if** the position still exists. **If** during this leave, the employee's position is eliminated, the employee **will**, at that time, be treated as if ~~the~~ employee was **still** working in the same position and same salary prior to the leave and entitled to **all** rights contained in the Collective Agreement.

ARTICLE 14

NO DISCRIMINATION AND HARASSMENT

14.01 The Corporation and the Alliance agree that there shall be no discrimination or harassment exercised in the workplace with respect to an employee by reason of **age**, marital status, family status, race, creed, colour, national or ethnic origin, political or

religious affiliation, sex, sexual orientation, mental or physical disability, membership or activity in the Union or conviction for which a pardon has been granted.

- 14.02** The Alliance and the Corporation recognize the right of employees to work in an environment free from sexual and personal harassment and the Corporation undertakes to ensure that sexual and personal harassment shall not be tolerated in the workplace.
- 14.03** In the event of a complaint under this Article, the Corporation agrees to follow the policies and procedures of the Corporation's No Discrimination and Harassment Policy. The Corporation and the Alliance agree to accept and implement the findings of the investigation.
- 14.04** A grievance relating to the interpretation or application of this Article shall proceed directly to the final level of the grievance procedure

ARTICLE 15

LEAVE - GENERAL

- 15.01** An employee shall be informed, once in each fiscal year, of the balance of their vacation, sick leave, compensatory leave (lieu time) credits and alternate designated paid holidays.
- 15.02** The amount of leave with pay earned but unused, credited to an employee by the Corporation at the time when this Agreement is signed, or at the time that the employee becomes subject to this Agreement, shall be retained by the employee.
- 15.03** An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

- 15.04 An employee is not entitled to leave with pay during periods they are on leave without pay or under suspension unless otherwise specified in ~~this~~ Collective Agreement.
- 15.05 In the event of termination of employment for reasons **other** than death or lay-off, the Corporation shall recover from any monies owed the employee an amount equivalent to the unearned vacation and sick leave taken by the employee.
- 15.06 Unless otherwise stipulated in this Agreement,
- (a) leave without pay of less than three (3) months shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and notice of lay-off and "service" for the purpose of calculating vacation leave entitlement and, shall count for pay increment purposes;
 - (b) leave without pay in excess of three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and notice of lay-off and "service" for the purpose of calculating vacation leave entitlement and, **shall** not count for pay increment purposes.
- 15.07 While on leave without pay, except as specified in this Agreement, and for clarification only, an employee shall not be entitled to any leave provisions or benefits unless they elect to pay both the Employer's and the employee's share for such benefits for the full duration of the leave period. These benefits must be prepaid by post-dated cheques or pre-authorized deductions prior to the employee's commencement of any such leave.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

16.01 Subject to 16.02, the following days are designated paid holidays for the employees, including temporary employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day
- (e) Labour Day
- (f) Thanksgiving Day
- (g) Remembrance Day
- (h) Christmas Day
- (i) Boxing Day
- (j) Easter Monday
- (k) One additional day in each year, or either St-Jean Baptiste Day for employees working in Quebec or the first Monday in August for employees working in Ontario.

- (a) The employee, excluding temporary employees, shall be granted the option of alternating up to ~~two~~ (2) of the Designated Paid Holidays listed in (j) and (k) above to other fixed days during ~~the~~ year. ~~Such days shall be called "Alternate Designated Paid Holidays"~~. Employees who exercise the option of using alternate designated paid holidays shall not be entitled to any overtime premiums for work performed on the designated paid holiday being replaced by the alternate day. However, any hours worked on such a day beyond the regularly scheduled hours of work shall be compensated at the appropriate rate.
- (b) The dates for observance of the alternate designated paid holiday(s) shall be ~~determined~~ at the beginning of each calendar year by each employee in consultation with their supervisor. This leave must be taken and cannot be accumulated from year to year.
- (c) When an employee begins to work for the Corporation between January 1 and June 30, ~~the~~ employee shall be entitled up to ~~two~~ (2) alternate designated paid holidays noted in (a), otherwise the employee who begins to work for the Corporation between July 1 and December 31, shall be entitled to one (1) alternate designated paid holiday only.
- (d) Should the employee, after determining the ~~date(s)~~ of the alternate designated paid holiday(s), request that such holiday(s) be changed to another day(s), and providing that sufficient notice is given, and operational requirements permit, such request shall not be unreasonably denied.
- (e) Should ~~the~~ employee, after receiving approval for their alternate designated paid holiday(s) in accordance with the above, then be required to work on that date and does report to work, then this day shall be treated as a designated paid holiday and shall be compensated in accordance with the provisions of ~~the~~ Collective Agreement.
- (9) When an employee leaves the Corporation, and this employee was granted alternate designated paid holidays under this Article, the employee shall be paid one (1) day's salary in lieu of

an alternate designated paid holiday if the employee leaves prior to June 30 of the same year. If the employee leaves the Corporation between July 1 and December 30 of the same year, the employee shall receive two (2) days' salary in lieu of the alternate designated paid holidays, unless the employee has already used the applicable number of alternate designated paid holidays. If the alternate designated paid holiday(s) have been used in excess of the entitlements, the excess shall be deducted from the employee's severance pay, unless otherwise approved by the Director of Human Resources.

- 16.03 When a day designated as a holiday under clause 16.01 or 16.02 coincides with an employee's day of rest, the holiday shall be moved to the next scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- 16.04 An employee absent without pay on both their full working day immediately preceding and their full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 13, Leave With or Without Pay for Alliance Business.
- 16.05 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 16.03:
- (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.

16.06 When an employee works on a holiday, they shall be paid:

- (a) time and one-half (1 ½) for **all** hours worked up to the regular daily scheduled hours of work, and double (2) time thereafter in addition to the pay that the employee would have been granted had they not worked on the holiday,

or

- (b) upon request, and with the approval of the Corporation, the employee may be granted:

- (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu **of** the holiday;

and

- (ii) pay at one and one half (1 ½) times the straight-time rate **of** pay for **all** hours worked up to the regular daily scheduled hours **of** work;

and

- (iii) pay at two (2) times the straight-time rate of pay for all hours worked by them on **the** holiday in excess of **the** regular daily scheduled hours of work;

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

16.07 Where operational requirements permit, the Corporation shall not schedule an employee to work **both** December 25 and January 1 in the same holiday season.

16.08 For full time employees who provide twenty-four (24) hour or seven (7) days a week coverage and who are so employed at the beginning of the **fiscal year**, clause 16.01, .02, .03, .04, .05 and .06 shall not apply except as follows:

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- (a) On April 1 of each fiscal year such employees shall be credited with eighty-eight (88) lieu hours.
- (b) Employees who become entitled to the provisions of this clause and who were not employed at April 1, shall be credited with ~~Heu~~ hours equivalent to the number of remaining designated holidays in the fiscal year.
- (c) A deduction **shall** be made from the credited lieu hours *for* any instance in which the employee is absent without authorization on a day recognized as a designated holiday in clause 16.01.
- (d) Such lieu hours shall be scheduled so they will be taken continuously with the employee's vacation leave or days of rest. Employees shall request the scheduling of lieu hours at least seven (7) calendar days in advance.
- (e) If **for** any reason the employee's lieu hours have not been taken by the end of the **fiscal** year in which they were earned the hours remaining shall be liquidated by the Corporation at the applicable hourly rate of pay of the employee on March 31.
- (f) Should employment cease, for any reason other than death or lay-off, the Corporation shall recover any monies owed as a result of utilization of credited lieu hours for designated holidays remaining from the date of cessation to March 31, unless otherwise approved by the Director of Human Resources.

16.09 For employees governed by clause 16.08, the following shall apply:

- (a) the normal work schedule shall require the employees to work on days designated as paid holidays in clause 16.01;

(b) employees who work on designated paid holidays in clause 16.01 shall be paid at time and one-half (1 ½) for all regularly scheduled hours **worked** and **double** (2) time thereafter.

16.10 For the purpose of application of 16.09(b), the holiday shall start at 07:00 hours on the day of the holiday and end **twenty-four** (24) hours later with the exception of New Year's Day, Christmas Day and Boxing Day, which shall start at 19:00 hours on the eve of the said day and end twenty-four (24) hours later.

ARTICLE 17

MATERNITY ~~LEAVE~~ AND PARENTAL LEAVE

17.01 Maternity Leave

(a) An employee who **becomes** pregnant shall, on request, be granted maternity leave without pay for a period beginning before, on or after the **termination** date of the pregnancy and ending not later than seventeen (17) weeks after the termination of her pregnancy, subject to 17.02.

The Corporation may request a medical certificate **from** a qualified medical practitioner confirming pregnancy and expected date of the birth.

(b) An employee requesting maternity or parental leave shall give the Corporation four (4) weeks' written Notice **of** Intent to take the leave. A shorter notice period in writing shall be accepted **for** valid reasons.

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

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

- (b) use her sick leave credits (if applicable), **up** to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 21 (Sick Leave). For purposes of the Article, illness or injury, as defined in Article 21 (Sick Leave), shall include medical disability related to pregnancy.

17.03 Employees who have applied, or are considering applying for Maternity or Parental Leave shall receive, upon request to the Director of Human Resources or designate, the relevant sections of the Canada Labour Code which govern job reassignment or job modification for the protection of pregnant or breast-feeding workers.

17.04

- (a) An employee with ~~six~~ (6) months' continuous employment and who provides the Corporation with proof that she has applied for ~~and~~ is eligible to receive maternity benefits from Employment Insurance, shall be paid a maternity leave allowance.

- (b) An applicant shall sign an agreement with the Corporation providing:
 - (i) that she will return to work for a period of at least six (6) months ~~less~~ any period in respect of which she is granted leave with pay;

 - (ii) that she will return to work on the date of expiry of her maternity leave, unless ~~this~~ date ~~is~~ modified with the Corporation's consent.

- (c) Should the employee fail to return to work as per the provisions of the agreement or return to work but fail to work ~~for~~ the period specified in 17.04 (b) for reasons other than death, disability or lay-off, the employee recognizes that she is indebted to the Corporation for the ~~full~~ amount received as maternity leave allowance at a pro-rata of the non-reimbursed portion of the maternity leave.

Example: Employee is off for seventeen (17) weeks maternity leave and returns to work for a period of four (4) months. Employee therefore owes the Corporation one-third (1/3) of the maternity leave allowance as she did not work two (2) of the six (6) month period.

(d) Notwithstanding clause 17.01 (a) above:

(i) where the employee's new-born child is hospitalized within the period defined in clause 17.01 (a),

and

(ii) where the employee has proceeded on maternity leave 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 maternity leave defined in clause 17.01 (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee returned to work, to a maximum of seventeen (17) weeks. The total period of maternity/parental leave may not exceed fifty-two (52) weeks,

and

(iii) the Corporation may request proof of the duration of hospitalization for the new-born child.

17.05 Maternity Leave Allowance:

(a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two week waiting period less any other monies earned during the period;

AND

- (b) payment equivalent to thirty-eight percent (38%) of the employee's weekly rate of pay for the remaining fifteen (15) weeks of maternity leave;
- (c) for full-time employees the weekly rate of pay referred to in this Article shall be the weekly rate of pay of their substantive position immediately preceding the commencement of the maternity leave. Full-time employees who are receiving acting pay the day before the commencement of the maternity leave shall have their weekly rate of pay adjusted by a percentage of their weekly acting premium calculated as follows:
- (i) length of continuous acting assignment up to the day before the commencement of the maternity leave to a maximum of twenty-six (26) weeks divided by 26 weeks. (For example, an employee in receipt of a \$60.00 per week acting premium for a continuous thirteen (13) week period up to the day before their maternity leave commences, shall have their weekly rate of pay adjusted upwards by \$30.00);
- (d) where an employee becomes eligible for service pay or an economic adjustment during the period of maternity leave, payments shall be adjusted accordingly;
- (e) for a part-time employee the weekly rate of pay referred to above shall be the full time weekly rate of pay for the classification level of the employee's position multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period by the normal hours of work of a full-time employee.

17.06 Parental Leave:

On request, an employee **who** has completed six (6) consecutive months of continuous employment, shall be granted parental leave without pay for a period 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 (including an adopted child).

17.07 Parental Leave Allowance:

- (a) An employee who provides the Corporation with proof that they have applied for and are eligible to receive parental leave benefits from Employment Insurance, shall be paid a parental leave allowance.

- (b) An applicant shall sign an Agreement with the Corporation providing:
 - (i) that she/he shall return to work for a period of at least six (6) months **less** any period in respect of which she/he is granted leave with pay;

 - (ii) that she/he will return to work on the date of expiry **of** parental leave, **unless** this date is modified with the Corporation's consent.

- (c) Should the employee fail to return to work as per the provisions of the agreement or return to work but fail to work for the period specified in 17.07 (b) for reasons other than death, **disability or** lay-off, the employee recognizes that she/he is indebted to the Corporation for the full amount received as parental leave allowance at a **pro-rata** of the non-reimbursed portion of the parental leave. (~~See~~ example in 17.03 (c)).

(d) Parental Leave Allowance:

- (i) where **an** employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, an allowance of ninety-three percent (93%) of her/his weekly rate of pay as calculated in clause 17.05 for each week of the two week waiting period less any other monies earned during this period; and
 - (ii) a payment equivalent to thirty-eight percent (38%) of the employee's weekly rate of pay as calculated in clause 17.05 for a maximum period of up to thirty-five (35) weeks of **parental** leave less any other monies earned during this period.
- (e) where an employee **becomes** eligible for service pay **or** an economic adjustment during the period of parental leave, payments shall be adjusted accordingly;
- (f) for a part-time employee the weekly rate of pay referred to above shall be ~~the~~ full time weekly rate of pay for the classification level of the employee's position multiplied by the fraction ~~obtained~~ by dividing the employee's assigned hours of work averaged over the last six (6) month period by the normal hours of work of a full time employee.
- (g) Full-time employees who are receiving acting pay the day before the commencement of the parental leave shall have their weekly rate of pay adjusted by a percentage of their weekly **acting** premium **calculated** as follows:

- (i) length of continuous acting assignment up to the day before the commencement of the parental leave to a maximum of **twenty-six (26)** weeks divided by **26** weeks. (For example, an employee in receipt of a \$60.00 per week acting premium for a continuous thirteen (**13**) week period up to the day before their parental leave commences, shall have their weekly rate of pay adjusted upwards by \$30.00);

- 17.08** Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (**37**) weeks, which includes the two (2) week Employment Insurance waiting period, for both employees combined. A maximum of thirty-seven (**37**) weeks of parental leave allowance will be paid to an employee-couple, which includes the two (2) week Employment Insurance waiting period.
- 17.09** The aggregate amount of leave with or without pay under this Article shall not exceed fifty-two (52) weeks.
- 17.10** Leave granted under this Article (**17 – Maternity Leave and Parental Leave**) shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay entitlement, notice of lay-off or pay in lieu of notice and "service" *for* the purpose of calculating vacation leave and service pay entitlements.
- 17.11** Pension, health, dental and disability benefits of an employee on leave under this Article shall continue during the **entire** period of leave. The Corporation shall continue to contribute the Corporation's share of the costs of maintaining ~~the~~ benefits through the entire period of leave, provided that the employee continues to pay the employee portion of such benefits for the duration of the leave period.
- 17.12** While on leave pursuant to this Article, an employee who submits a written request to the Director of Human Resources or designate, shall be sent copies of all employment, promotion and training opportunities.

17.13 The Corporation shall reinstate an employee **who** takes leave pursuant to **this** Article, in **the** position that **the** employee occupied when **the** leave commenced or if the **position** no longer exists, to **a** comparable position **with the same salary** and benefits.

17.14 When an employee **is** returning to work from leave under **this** Article, the Corporation shall consider a request for variable hours of work under clause 25.04 (Hours of Work). Such requests shall not **be** unreasonably denied.

ARTICLE 18

CARE AND NURTURING LEAVE AND LONG-TERM ELDER CARE LEAVE

18.01 Care and Nurturing Leave

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

- (i) **An** employee shall notify **the** Corporation in writing **as** far in advance **as** possible but not **less** than **three (3)** months in advance **of the** commencement date of such leave, unless **the** period of **leave** is continuous **to** parental leave, in which case, the notice period shall not **be** less than **four (4)** weeks. The notice period may **be** shorter if **such** notice cannot be given.
- (ii) Leave granted under **this** clause shall be for **a** minimum of **three (3)** weeks.
- (iii) The total leave granted under this clause shall not **exceed** **three (3)** years during an employee's total period **of** employment with the Corporation commencing from **the** signing date **of this** Agreement.

- (iv) An employee shall not be entitled to a subsequent period of leave under this clause until the employee has returned to the work place for a period of at least twelve (12) months.
- (v) For a leave in excess of six (6) months, the employee must advise the Corporation of any change to their date of return to work at least three (3) months prior to the previously approved date.
- (vi) Should this leave be taken consecutively with the Maternity/Parental Leave, and should the employee fail to return to work, the provisions of clauses 17.04 and 17.07 shall apply.

18.02 Leave Without Pay for Long-Term Elder Care

- (a) The parties recognize the importance of access to leave for the purpose of long-term elder care.
- (b) An employee shall be granted leave without pay for the personal care of the employee's parents, or step-parents or foster parents, in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing as far in advance as possible but not less than three (3) months in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
 - (ii) leave granted under this clause shall be for a minimum of three (3) weeks;
 - (iii) the total leave granted under this clause shall not exceed three (3) years during an employee's total period of employment with the Corporation commencing from the signing date of this Agreement;
 - (iv) leave granted for periods of one (1) year or less shall be scheduled subject to operational requirements;

- (v) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay, notice of lay-off or pay in lieu of notice and "service" for the purpose of calculating vacation leave entitlement, and shall not count for pay increment purposes.

18.03

- (a) Where an employee returns from a leave of up to one (1) year, the Corporation shall return the employee to the position previously occupied or a comparable position with the Corporation;
- (b) Where an employee returns from leave of more than one (1) year, the Corporation shall consider the employee for vacancies in the position occupied at the time leave commenced or in comparable positions for which the employee is qualified.
- (c) In the event an identical or comparable position is offered to the employee and the employee refuses this position, the employee, by such a refusal, shall be considered as having resigned from the Corporation.

In the event that the employee cannot be reinstated, the employee shall be deemed to have been laid-off without a notice period.

18.04 An employee who has proceeded on leave without pay may change his or her return to work date to an earlier date if such change does not result in additional costs to the Corporation or hinder operational requirements.

18.05 When an employee is returning to work from leave under this Article, the Corporation shall consider a request for variable hours of work under clause 25.04 (Hours of Work). Such request shall not be unreasonably denied.

18.06 The total combined leave granted under this Article shall not exceed five (5) years.

ARTICLE 19

COMPENSATORY LEAVE

19.01

- (a) Upon application by the employee and at the discretion of the Corporation, leave may be granted in lieu of cash compensation for overtime hours worked or work on a designated paid holiday. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate.

- (b) The Corporation shall make every reasonable effort to grant compensatory leave at times convenient to both the employee and the Corporation.

- (c) Compensatory leave not used within one (1) year of it being earned may be mutually scheduled by the Corporation and the employee or be paid for in cash. Such attempts at scheduling this leave should not be unreasonably denied by both parties.

- (d) Where, in respect of any period of compensatory leave, an employee is granted:
 - (i) bereavement leave,
 - or
 - (ii) sick leave with pay on presentation of a medical certificate.

the period of compensatory leave shall be replaced and reinstated for use at a later date.

ARTICLE 20

OTHER LEAVE WITH OR WITHOUT PAY

20.01 Marriage Leave with Pay

- (a) After the completion of one (1) year's continuous employment with the Corporation and providing an employee gives the Corporation four (4) weeks' notice the employee shall be granted five (5) consecutive days marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than lay-off or death within six (6) months after the granting of marriage leave, an amount equal to the amount paid to the employee during the period of leave shall be recovered by the Corporation from any monies owed the employee.

20.02 Bereavement Leave:

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 spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, employee or spouse's grandfather, grandmother, grandchild or relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.

- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose of bereaving the death of his or her **son-in-law**, daughter-in-law, brother-in-law or sister-in-law. In addition, the employee may be granted up to one day's leave with pay for the purpose of travel related to the death.
- (c) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 20.02 (a) or (b), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request the Corporation may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different from that provided for in clause 20.02 (a) and (b).

20.03 Leave with Pay for Family-Related Responsibilities

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

Family **also** includes a relative permanently residing with the employee. In granting leave, the Corporation may request proof from the employee that the relative resides with the employee.

- (b) The Corporation shall grant leave with pay under the following circumstances:
 - (i) up to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by themselves, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental

appointments for dependent family members to minimize their absence from work. An employee requesting leave **under this provision must notify their supervisor of the appointment as far in advance as possible;**

- (ii) up to five (5) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;
 - (iii) up to five (5) days of leave with pay for needs directly related to the birth or to the adoption of the employee's child.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall **not** exceed five (5) days in a fiscal year.

20.04 Court Leave

The Corporation shall grant leave with pay to an employee for the period of time they are 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.

The employee shall remit to the Corporation any fees received for what would have been their regular hours of work excluding travel and other **out-of-pocket** expenses paid in connection with leave granted under this clause.

20.05 Injury-on-Duty Leave

An employee shall be granted injury-on-duty leave with pay when a Workers' Compensation authority has notified the Corporation that it has certified that the employee is unable to work if the employee agrees to remit to the Corporation any

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

Where the employee **is** unable to perform the work performed prior to an injury compensable by Workers' Compensation, the Corporation shall make every reasonable **effort** to accommodate **the** employee by assigning **the** employee to duties that **the** employee **is** able to perform.

20.06 Other Leave

Subject **to** operational requirements, the Corporation shall grant leave with **or** without pay **for** purposes other than those specified in **this** Agreement for a period not exceeding **six (6)** months. Upon request, and at **its** discretion, **the** Corporation may extend this leave.

20.07 Subject **to** operational requirements, the Corporation shall grant leave with pay when **circumstances** not directly attributable to **the** employee prevent them from reporting for duty. Such leave shall not be unreasonably withheld.

20.08 Personal Leave

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

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

20.09 Leave for Religious Observance

The Corporation recognizes **that** **the** make-up of its workforce includes employees **of** various religious beliefs. The Corporation undertakes to facilitate such arrangements that would allow **the** employee time off on holy days. Such

arrangements may include the use of Alternate Designated Paid Holidays (as defined in Article 16 - Designated Paid Holidays), earned compensatory leave, vacation leave or leave without pay.

20.10 Personnel Selection Leave

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

20.11 Self-Funded Leave

~~The~~ Corporation agrees to consider a request for self-funded leave and, based on operational requirements, shall grant ~~this~~ leave if the following conditions are met:

- (a) leave granted under ~~this~~ clause shall be for a minimum of ~~six~~ **(6)** months and a maximum of twelve **(12)** months during an employee's total period of employment;
- (b) a portion of ~~the~~ employees salary up to a thirty-three and one third (33 1/3%) percent shall be deferred to kind the period of leave of absence;
- (c) the amounts deferred for ~~the~~ employee under this arrangement shall be held in trust in one or the other of ~~the~~ two **(2)** approved Financial Institutions of ~~the~~ employee's choice;
and
- (d) ~~the~~ employee agrees to return to their position with the Corporation after ~~the~~ leave of absence for a period that is not less than the period of their leave of absence.

ARTICLE 21

SICK LEAVE

21.01 An employee shall earn sick leave credits at the rate of one and one-quarter **(1%)** days for each calendar month for which the employee received pay for at least ten **(10)** days.

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

(a) the employee satisfies the Corporation of this condition in such manner and at such time as may be determined by the Corporation;

and

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

21.03 When an employee has insufficient or no leave credits to cover the granting of sick leave with pay under the provisions of clause 21.02, sick leave with pay may, at the discretion of the Corporation, be granted to ~~an~~ employee:

(a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty is being awaited;

or

(b) for a period of up to ~~fifteen~~ (15) days in all other cases, subject to the deduction of ~~such~~ advanced leave from any sick leave credits ~~subsequently~~ earned.

21.04 Sick leave credits earned but unused by an employee during a previous period of employment in the Corporation shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the Corporation within nine (9) months from the date of lay-off.

21.05 Return of Credits where Injury-on-Duty is Approved

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 or advanced sick leave with pay.

ARTICLE 22

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

22.01 Education Leave Without Pay

On request of an employee, the Corporation shall grant education leave without pay and financial assistance for same in accordance with the Corporation's directive entitled Education Leave.

22.02 The Corporation agrees that it shall reimburse an employee taking part-time studies in accordance with the Corporation's directive entitled Reimbursement of Tuition Fee (Part-time).

22.03 Career Development Leave With Pay

The Corporation shall **encourage** career development for its employees through courses, seminars, conventions, conferences and various other sources that are related to the employee's work.

- (a) Upon written application by the employee and, with the approval of the Corporation, career development leave with pay may be given for any one of the activities described in clause 22.03 above.
- (b) An employee on career development leave shall ~~be~~ reimbursed for all reasonable travel and other expenses, including registration fees incurred by them which the Corporation may deem appropriate.
- (c) An employee shall not be entitled to any compensation under Article 27 (Overtime) and Article 29 (Travelling Time) during time spent on career development leave provided for in this Article, unless the employee attends a conference or convention at the request of the Corporation to represent the interests of the Corporation, in which case, the employee shall be deemed to be on duty, and as required, in travel status.

22.04 Examination Leave

Examination leave with pay shall be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave shall be granted only where, in the opinion of the Corporation, the course of study is directly related to the employee's duties or shall improve their qualifications.

ARTICLE 23

SEVERANCE PAY

23.01 Under the following circumstances and subject to clause **23.02**, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay;

(a) Lay-off

- (i) On the first lay-off, two (2) weeks pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment;
- (ii) On second or subsequent lay-off, one week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under sub-clause (a)(i) above;

This severance pay will not be paid to employees where a temporary cessation of their employment is affected due to a shut down of Museum operations which may come as a result of an emergency or of other operational requirements.

(b) Resignation

- (i) **On resignation. subject to sub-clause 23.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay;**
- (ii) Notwithstanding sub-clause 23.01(b) (i), an employee **who** resigns to accept an appointment with an organization whose pension plan **is** governed by **the** Public Service Superannuation Act may choose not to be paid severance pay provided **the** appointing organization **will** accept **the** employee's previous service for severance pay entitlement.

(c) Retirement

On retirement, when an employee **is** entitled to an immediate annuity under **the** Public Service Superannuation **Act** or when **the** employee **is** entitled to an immediate annual allowance, under the Public Service Superannuation Act, 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 three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(d) Death

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

(e) Release as a Result of Illness or Injury

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of illness or injury for a period of two (2) years or who has been certified by a medical practitioner mutually acceptable to the employee and the Corporation, as being permanently incapable of returning to work, one (1) week's pay for each complete year of continuous employment with a maximum of **twenty-eight (28)** weeks.

(9) Release as a Result of Incompetence

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

23.02 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 23.01 be pyramided.

ARTICLE 24

VACATION LEAVE

24.01

- (a) A Schedule "A" or "C" employee shall earn vacation leave credits for each calendar month in which the employee receives at least seventy-five (75) hours pay at the following rates:
- (i) **9.375 hours (15 days per year)** until the month in which the anniversary of the employee's sixth (6th) year of service occurs;
 - (ii) **12.5 hours (20 days per year)** commencing with the month in which the employee's sixth (6th) anniversary of service occurs;
 - (iii) **15.625 hours (25 days per year)** commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
 - (iv) **18.75 hours (30 days per year)** commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.
- (b) A Schedule "S" employee shall earn vacation leave credits for each calendar month in which the employee receives at least 80 hours pay at the following rates:
- (i) **10 hours (15 days per year)** until the month in which the anniversary of the employee's sixth (6th) year of service occurs;
 - (ii) **13.33 hours (20 days per year)** commencing with the month in which the employee's sixth (6th) anniversary of service occurs;
 - (iii) **16.66 hours (25 days per year)** commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;

(iv) 20 hours (30 days per year) commencing with the month in which the employee's **twenty-eighth (28th)** anniversary of service **occurs**.

24.02 Clause 24.02 applies to all employees who are employees of the Corporation as of April 1, 1997.

For the purpose of clause 24.01 only, "service" means all service with the Corporation and service with the Federal **Public** Service prior to July 1, 1990, whether continuous or discontinuous. All such service shall count toward vacation leave except where a person who, on leaving the Corporation or the Federal Public Service, 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 reappointed to the Corporation within one (1) year following the date **of** lay-off.

24.03 Clause **24.03** applies to all employees hired after April 1, 1997.

For the purpose of clause 24.01 only, "service" means continuous service with the Corporation. However, a lay-off of **less** than twelve (12) months shall not be considered to be a break in service. **Service** shall not **continue** to accrue during the period of the lay-off.

24.04 An employee **earns** but **is** not entitled to take vacation leave during his/her first completed **six** (6) months of continuous **employment**. Subsequent to **the** completion of six (6) months continuous employment the employee may receive an advance **of** credits equivalent to the anticipated credits for the vacation year.

24.05

- (a) Employees are expected to take all their vacation leave during the leave year in which it is earned.
- (b) Vacation leave credits **may** be carried over from one (1) year to the next to the extent such carry-over is not greater than one (1) year's vacation leave entitlement.

- (c) When an employee has excess vacation leave, the Corporation and the employee will attempt to determine a vacation period **convenient to** the Corporation and the employee. **Subject to** operational requirements, **the** Corporation shall make every reasonable effort to schedule excess vacation leave as requested by the employee. Where no agreement can be reached, the Corporation may schedule **the** excess vacation at a time satisfactory to it.

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

- (a) ~~is~~ granted bereavement leave,
or
- (b) ~~is~~ granted sick leave on production of a medical certificate,
or
- (c) ~~is~~ granted leave with pay because of illness in the immediate family,
the period of vacation leave **so** displaced **shall** either be added to **the** vacation period, **or** reinstated for use at a later date.

24.07

- (a) Subject to operational requirements, **the** Corporation shall make every reasonable effort to schedule vacation leave as requested **by** an employee.
- (b) In doing **so**, it may, within different operational units, establish specific dates by which an employee must indicate in writing their choice of vacation period.
- (c) **The** Corporation undertakes to inform **the** employee in writing no later than ten (10) working days after **the** limit date whether **the** period of vacation leave requested has been approved or not.
- (d) In the event that two (2) or more employees request vacation leave for **the** same period and due to operational requirements, **the** Corporation cannot accommodate all the requests; **the** employees involved shall be given the opportunity to resolve **the** conflict. Failing satisfactory resolution between the affected employees, seniority shall prevail.

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(e) Where the period requested by the employee has not ~~been~~ approved because of operational requirements for reasons other than **conflicting requests, the Corporation and the** employee will attempt to determine another vacation period convenient to the Corporation and the employee.

(f) For requests made after the limit date, vacation leave shall be granted on a first come-first serve basis.

24.08 When during any period of vacation leave an employee is recalled to duty, they shall ~~be~~ reimbursed for reasonable expenses incurred:

(a) in proceeding to the employee's place of duty if the employee is not at their place of residence,

(b) in respect ~~of~~ any ~~non-refundable~~ deposits ~~of~~ prearrangements associated with their vacation,

(c) in returning to the place referred to in (a) ~~from~~ which the employee was **recalled** if and when ~~the~~ employee resumes their vacation at some later date.

The employee shall not be considered as being ~~on~~ vacation leave during any period in respect of which the employee is entitled to be ~~reimbursed~~ for reasonable expenses incurred by the employee.

24.09 When the Corporation cancels or alters a period of vacation leave which has previously been approved in writing, the Corporation 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 Corporation may require. The employee shall make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Corporation.

24.10 When an employee ceases to be employed, for whatever reason including death, the employee or the estate shall be paid an amount equal to the earned but unused vacation **leave** credits.

- 24.11 In the event of termination of employment for reasons other than death or lay-off, the Corporation shall recover from any monies owed the **employee an amount** equivalent to unearned vacation leave credits taken by the employee.

ARTICLE 25

HOURS OF WORK

25.01 General

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

- 25.02** Where scheduled hours are to be changed so that they **are** different from those specified in **clauses 25.06, 25.07 and 25.08**, the Corporation, except in **cases** of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, **will** establish that such hours **are** required to meet the needs of the public **and/or** the efficient operation of the Corporation. It **is** understood that consultation under **this clause** shall be held at the Local level for fact finding purposes and shall be referred to the appropriate Corporation/Alliance levels before implementation.

- 25.03** Nothing in this Agreement shall be construed **as** guaranteeing an employee minimum or **maximum** hours of work.

- 25.04** Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Corporation, an employee may complete the weekly hours of employment **in** a period other than five (5) full days provided that over a period of seven (7), fourteen (14), twenty-one (21) or twenty-eight (28) **calendar** days the employee works an average of thirty-seven and one-half (37 ½) hours per week. In every seven (7), fourteen (14), twenty-one (21) or twenty-eight (**28**) day period such an employee shall **be** granted days of rest on such days as are not scheduled as a normal work day **for** the employee.

Employee requests shall not be unreasonably denied.

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

- 25.05** For employees working variable hours of work pursuant to 25.04 and 25.08, the provisions of the Agreement shall be converted to hours in accordance with the employee's normal hours of work, with the exception of bereavement leave with pay, when a "day" will have the same meaning as the provisions of the Collective Agreement.

SCHEDULE "A" HOURS OF WORK

25.06

- (a) Normal hours of work of "A" employees shall be thirty-seven and one-half (37 ½) hours per week and the scheduled work day shall be seven and one-half (7 ½) consecutive hours from Monday to Friday inclusive, exclusive of a lunch period between the hours of 7:00 am. and 6:00 p.m.
- (b) Employees shall be granted two (2) paid break periods of fifteen (15) minutes each during the work day.

SCHEDULE "C" HOURS OF WORK

25.07

- (a) Normal hours of work of "C" employees shall be scheduled to provide for:
- (i) thirty-seven and one-half (37 ½) hours per week;
- (ii) a work day of seven and one-half (7 ½) consecutive hours, exclusive of a lunch period between the hours of 08:00 am. and 12:00 a.m. (midnight) in keeping with operational requirements;

- and
- (iii) two (2) consecutive days of rest.
 - (b) Employees shall be granted ~~two~~ (2) paid break periods ~~of~~ fifteen (15) minutes each during the work day.
 - (c) Notwithstanding (a) (ii), a "C" employee's regular hours of work ~~shall~~ be between the hours of 7:00 ~~am~~ and 6:00 pm. However, when, due to operational requirements, the employee is scheduled to work outside ~~of~~ these hours, the employee shall be notified at least fourteen (14) calendar days in advance of the requirement to work.
 - (d) An employee who is required to work outside their regular hours of work as described in (c) without receiving seven (7) days notice shall be compensated at the rate of time and one-half (~~1½~~).
 - (e) The Corporation shall not schedule the employee to ~~return~~ to work within ten (10) hours of completion of the employee's previous days' scheduled hours ~~of~~ work and shall make every reasonable effort to avoid excessive fluctuation in hours ~~of~~ work.

SCHEDULE "S" HOURS OF WORK

25.08

- (a) Subject to 25.09, normal hours of work ~~of~~ "S" employees shall be scheduled to provide for:
 - (i) forty (40) hours per week;
 - (ii) a work day of eight (8) consecutive hours per day, exclusive of an unpaid meal period;
 - and
 - (iii) ~~two~~ (2) consecutive days of rest per week.
- (b) Notwithstanding (a) and in accordance with (h) and (i) below, the Corporation may schedule ten (~~10~~) hour shifts at the straight-time rate, provided that the shifts include the public hours of the Museums (9:00 a.m. to 6:00 p.m.) ~~or~~, where the

work is performed is in the CINÉPLUS, (10:00 a.m. to 9:00 p.m.) and the schedules provide for consistent ten (10) hour **shifts** over the **life of the schedule**.

- (c) Except as otherwise stipulated in this Collective Agreement, where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered to have been entirely worked on the day it commenced.
- (d) Employees shall be granted one (1) paid break period of fifteen (15) minutes during each four (4) hour period of a scheduled shift.
- (e) Provided sufficient advance notice is given and with the prior approval of the Corporation, employees may exchange shifts if there is no increase in cost to the Corporation.
- (9) On request of the employee and with the approval of the Corporation, a scheduled day of rest may be displaced to another day convenient to the employee and the corporation. Such an arrangement shall not incur additional costs to the Corporation, other than those costs that would have normally been incurred had the employee taken the scheduled day of rest. Requests shall not be unreasonably denied.
- (g) The Corporation shall not schedule the commencement of a shift within ten (10) hours of the completion of the employee's previous shift and shall make every reasonable effort to avoid excessive fluctuation in hours of work.
- (h) Schedules of hours of work shall be posted at least fourteen (14) days in advance of the starting date of the new schedule and the Corporation shall arrange schedules which shall remain in effect for a period of not less than fourteen (14) calendar days.
- (i) An employee whose scheduled hours are changed without seven (7) days prior notice will be compensated at the rate of time and one-half (1 ½) for the first shift worked on the revised schedule.

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

25.09 Clause 25.09 applies only to 'Protection Officers (including supervisors) who are working twelve **(12)** hour shifts.

- (a) Protection Officers are required to provide twenty-four **(24)** hour coverage. The normal hours **of** work shall be scheduled to provide for an average of forty **(40)** hours per week, twelve **(12)** consecutive hours per day, **exclusive of** an unpaid meal period and **two (2)** consecutive days **of** rest.
- (b) **It is** understood by **the** parties that once in every shift **six (6)** week schedule, **one and one-half (1½)** hours shall be scheduled time **off** in **order** to meet the requirements **stipulated** in **(a)** above. Subject to operational requirements, **the** Corporation **shall** make every reasonable effort **to** schedule **the** time **off as** requested by an employee.
- (c) **The** Corporation shall not schedule the **commencement of** a shift within twelve **(12)** hours **of** the completion **of** **the** employee's previous **shift** and shall make every reasonable effort to avoid excessive fluctuation in hours **of** work.
- (d) **An** employee whose scheduled hours are changed without seven **(7) days** prior notice **shall be** compensated at **the** rate **of** time and one-half **(1½)** for the first shift worked on the revised schedule.

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

25.10 The Corporation shall not schedule split shifts.

25.11 Call-In Procedure for Part-time and Occasional Employees

In the event that an employee assigned to a scheduled full time or part-time shift cannot work the shift and the Corporation **requires that the shift be** filled, the shift shall be **offered first to** part-time employees in order of the rotating part-time list(s) and then to Occasional employees in order of the rotating Occasional list(s). **An** Occasional employee who refuses **four (4)** consecutive offers without good and sufficient reason, may be removed from the rotating Occasional list, **The** rotating lists consist of the names of employees who have indicated a willingness to work additional hours. For the purposes of this clause only, each offer of work, whether worked or not, shall be deemed to have been worked for the purposes of this clause.

ARTICLE 26

REPORTING, CALL-BACK AND STANDBY

26.01 **An** employee who reports for work on their scheduled working day shall be paid for the time actually worked, or a minimum of four **(4)** hours pay at straight-time, whichever is the greater, with the exception of **staff** meetings when the employee shall be paid for the time attending the **staff** meeting **or a** minimum of three **(3)** hours pay at the applicable rate of pay.

26.02 If an employee is required to work or attend a ~~staff~~ meeting or is called back to work and returns to work:

- (a) on a designated paid holiday which is not the employee's scheduled day ~~of~~ work;
or
- (b) on the employee's day of rest;
or
- (c) after the employee has completed their work ~~for~~ the day and has left their place ~~of~~ 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;
or
- (ii) compensation at the applicable overtime rate for time worked;
or
- (iii) if an employee is required to provide assistance over the telephone but is not required to return to the workplace, the employee is entitled to receive a minimum of one (1) hour's pay at the applicable overtime rate.

26.03 Time spent by the employee reporting to work or returning to their residence shall not constitute time worked.

26.04 Where the Corporation requires an employee to be available on standby during ~~off-duty~~, an employee shall be entitled to a standby payment of ~~forteen~~ dollars (\$14.00) for each eight (8) consecutive hours or portion thereof that they are on standby.

26.05 An employee designated by letter or by list for standby duty shall be available during their period of standby at a known telephone number ~~and~~ be available to return for duty as quickly as possible if called. In designating employees for standby, the Corporation shall endeavour to provide for the equitable distribution of standby duties.

- 26.06** No standby payment shall be granted if an employee is unable to report for duty when ~~required~~ or is unable to be reached.
- 26.07** 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 (1) compensation for the same service.
- 26.08** In lieu of cash compensation for overtime earned under clause 27.04, the employee may request leave under compensatory leave provisions of Article 19 (Compensatory Leave).

ARTICLE 27

OVERTIME

- 27.01** Where operational requirements permit, the Corporation shall make every reasonable effort to offer overtime among readily available qualified employees and to give employees who are required to work overtime reasonable advance notice of this requirement.
- 27.02** An employee has the right to decline an overtime assignment provided alternatives for suitable replacement can be found.
- 27.03** All overtime must be pre-authorized by the Corporation. Overtime that has not been pre-authorized may not be compensated. However, when circumstances beyond the employee's control prevent the employee from obtaining pre-authorization, the Corporation may authorize the overtime after the fact. Such authorization shall not be unreasonably denied.

27.04 Each fifteen (15) minute period of overtime shall be compensated according to the following:

- (a) on a regularly scheduled work day,
 - (i) for the first four (4) hours of overtime immediately following their scheduled hours of work, time and one-half (1 ½) and for all hours worked thereafter, double (2) time;

- (b) on a day of rest,
 - (i) for hours worked up to their regularly scheduled hours of work on a first day of rest, time and one-half (1 ½), and double (2) time thereafter;
 - (ii) for hours worked up to their regularly scheduled hours of work on a second or subsequent day of rest, double (2) time;

- (c) on a designated paid holiday,
 - (i) for hours worked up to their regularly scheduled hours of work, time and one-half (1 ½) and double (2) time thereafter.

27.05 Rates effective **October 8, 2002:**

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following their scheduled hours of work shall be reimbursed for one (1) meal in the amount of nine dollars (\$9.00), except where free meals are provided.

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of nine dollars (\$9.00).

- (c) Reasonable time with pay to be determined by the Corporation shall be allowed the employee in order to take a meal either at or adjacent to their place of work.

27.05 Rates effective April 1, 2003:

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following their **scheduled** hours of work shall be reimbursed for one ~~(1)~~ meal in the amount ~~of~~ ten dollars (\$10.00), except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed **for** one (1) additional meal in the amount of ten dollars (\$10.00).
- (c) Reasonable time with pay to be determined by the Corporation shall be ~~allowed~~ the employee in order to ~~take~~ a meal either at or adjacent to their place of work.

ARTICLE 28

PAY ADMINISTRATION

28.01 An employee shall be paid ~~bi-weekly~~ for services rendered at a rate of pay specified in Appendix "A" for the level of the position held by the employee.

28.02 Where the rates of pay set forth in Appendix "A" of this Agreement have an effective date prior to the date of signing of ~~this~~ Agreement, the retroactive upward revision in rates ~~of~~ pay shall apply to employees, former employees ~~or~~ in the **case** of ~~death,~~ the estates of former employees who were employees in the **bargaining unit** identified in Article 5 of ~~this~~ Agreement during the retroactive period.

28.03 In order for former employees or, in the case of death, for ~~the~~ former employees' representatives to receive payment in accordance with clause **28.02**, the Corporation 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 Corporation to provide payment ceases. No payment or no notification shall be made for one dollar (\$1.00) or less.

28.04 in **cases** where, on ~~the same~~ day, more than one pay increase is applicable, the service increase shall be applied first.

28.05 An employee appointed or reclassified to a position having a higher maximum rate ~~of~~ pay shall be paid at a rate in the range ~~of~~ the new level which is at least four (4%) percent higher than the rate prior to the appointment or reclassification.

28.06 An employee appointed to a position ~~in~~ the **same classification** level as their prior position or reclassified downward to a lower level position shall maintain the anniversary date of the prior position.

28.07

(a) An employee whose position is reclassified downward shall continue to receive the same rate of pay for one (1) year and thereafter **shall** receive the lesser of their current rate of pay or ~~the maximum~~ rate of pay of the new classification level.

(b)

(i) During the **salary** protection period the Corporation shall make a reasonable effort to transfer the incumbent to a position having a level equivalent to the former level.

- (ii) In the event that an incumbent declines an offer of transfer to a position as in (i) above, without good and sufficient reason, they shall be immediately paid at the rate of pay for the reclassified position at the lesser of their current rate of pay or the maximum rate of pay of the new classification level.
- (c) An employee who applies for and is appointed to a position with a lower classification level shall receive the lesser of their current rate of pay or the maximum rate of pay in the new position.

28.08 Service Pay

- (a) An employee shall be granted an annual service pay increase of two (2%) percent of their base pay on their anniversary date starting July 1, 2002 and ending June 30, 2005, provided that the maximum rate of the employee's level is not exceeded. Service pay increases up to the mid-point of the salary range shall be automatic each year on the anniversary date. After mid-point any service pay increase shall be linked to performance appraisal (Article 32); any appraisal lower than satisfactory shall result in no service pay increase for that year.
- (b) The anniversary date shall be the later of the date of hire and the date of appointment to a higher classification level.
- (c) An employee appointed or reclassified to a same or lower classification level shall retain their anniversary date.
- (d) Unless otherwise provided to the contrary in this Agreement, an employee on a leave of absence without pay for a period in excess of three (3) months shall have their anniversary date deferred for the period of their leave of absence. Upon their return to work that deferred date shall become the employee's new anniversary date.

- (e) A part-time employee shall be eligible to receive a service pay increase when the employee **has** worked a **total** of nineteen **hundred** and fifty-six point six (1956.6) hours or **two** thousand eighty seven (2087) hours, as applicable, at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded.

28.09

- (a) When an "S" employee is required by the Corporation to substantially perform the duties of a higher classification level in an acting capacity, the employee shall be paid acting pay for all hours worked as if the employee had been appointed to that higher classification level.
- (b)
- (i) A Guide who is required to perform the duties of a **Tour** Guide shall be paid acting pay at the minimum of the **E3** classification level or four percent (4%) higher than their current rate of pay, whichever is greater, for all hours worked as a **Tour Guide**.
- (ii) When a Guide is required to perform the **duties** of a **Tour** Guide for three (3) or more tours **in** a day, the Guide shall be compensated at the **E3** classification level or four percent (4%) higher than their current rate of **pay**, whichever is greater, for **all** normal hours worked up to a maximum of eight (8) hours.
- (iii) When a Guide is required to deliver **an** Outreach program, the Guide **shall** be paid the minimum of the **E3** classification level or four percent (4%) higher than **their** current rate of pay, whichever is greater, for the duration of the Outreach program, including travel time to and **from** the Outreach site.

- (c) However, Security Officers who are employees as of April 1, 1997 and who are required to perform the duties of a Control Room Officer shall be paid acting pay at the maximum rate of the E3 classification level and Control Room Officers who are employees as of April 1, 1997 and who are required to perform the duties of a Shift Supervisor shall be paid acting pay at the maximum rate of the E4 classification level.

All other employees shall be paid acting pay after five (5) consecutive days calculated from the date on which they commenced to act as if they had been appointed to that higher classification level for the period in which they act.

- (d) When a day designated as a paid holiday occurs during the qualifying period for acting pay, the holiday shall be considered as a day worked.
- (e) An employee acting in a higher rated position shall continue to be entitled to their service pay increase for the lower rated position based on the employee's anniversary date in the lower rated position. When an employee receives a service pay increase in the lower rated position their acting rate of pay shall be adjusted accordingly.

28.10 Pay of an Employee on Termination of Acting Pay

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

(b) Where an employee on acting pay ~~or~~ on temporary assignment is appointed to the classification level in which they are acting ~~or temporarily assigned~~, the employee shall continue to be paid in that classification level at the rate of pay they are receiving and their continuous service in that classification level shall be recognized in determining their new anniversary date.

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

28.12 When an employee, through no fault of their own, has been overpaid, the Corporation shall, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess ~~of~~ **fifty** dollars (**\$50.00**), the Corporation shall schedule a reasonable method of ~~repayment~~ which shall ~~take~~ into account financial hardship on the employee.

28.13 When an employee has been underpaid, through no fault of their own, the Corporation shall reimburse the employee, where possible, on the next pay day. Where the employee has incurred NSF bank charges as a result of the underpayment which they would not otherwise have incurred, the Corporation shall reimburse the employee..

ARTICLE 29

TRAVELLING TIME

29.01 When an employee travels on a normal working day but does not work, the employee shall receive their regular pay for the day. Employees in travel status shall be reimbursed ~~for~~ all reasonable expenses in accordance with Article 52, Travel Expenses.

29.02 Where an employee travels and works during their normal hours, they **shall** be paid:

(i) their regular pay for **a combined** period of travel and work not exceeding their regular scheduled working hours;

and

(ii) at **the** applicable overtime rate for additional travel time in excess of their regularly scheduled hours of work and travel.

29.03 Where an employee travels on a day of rest or on a designated paid holiday, the employee shall **be** paid at the applicable overtime rate for hours travelled.

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

29.05 In lieu of cash compensation for travel time outside their regularly scheduled hours **of work, the** employee may request leave with pay under Article-19, Compensatory Leave.

ARTICLE 30

DISCIPLINE

30.01 When a written reprimand, a suspension or a discharge **of** an employee in the bargaining unit has **occurred, the** Corporation shall notify **the Local** President **of** the Alliance or **their** designate **of such** action.

30.02 When an employee is required to attend a meeting, **the purpose** of which **is** to render **a** disciplinary decision, or to advise **of**, or conduct an investigation concerning **the** employee, **the** employee is entitled to have, at their request, a representative of **the** Alliance attend **the** meeting. The employee shall receive **a** minimum of two **(2)** day's notice of **such a** meeting and shall be advised of **the** right to have an Alliance representative attend the meeting.

- 30.03 When an employee is suspended with or without pay or discharged, the Corporation must provide to the employee at the time of suspension or discharge the written reasons for such action.
- 30.04 The Corporation 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 time thereafter.
- 30.05 An employee shall be made aware of and receive a copy of all written disciplinary reports and reprimands which have been placed on the employee's file.
- 30.06 Any document or written statement related to disciplinary action, placed on the personal file of the 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.
- 30.07 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure. If the grievance is not satisfactorily settled at Step 2 then the grievance may be referred to Expedited Arbitration in accordance with Article 36.

ARTICLE 31

STATEMENT OF DUTIES AND CLASSIFICATION

- 31.01 Upon request, an employee shall be provided with a current organization chart depicting the employee's position's place within the organization, a complete and current job description which shows their classification level and the duties and responsibilities for their position, the responses to the Job Evaluation questionnaire for their position and the compensation attributed to the position.

31.02 If, during the term of this Agreement, a new classification plan is adopted or the classification plan is modified such that new levels are introduced, the Corporation shall negotiate the rates of pay and the conversion rules affecting the pay of the employees on their movement to the new levels.

31.03 All positions and all newly created positions in the bargaining unit shall be evaluated in accordance with the classification plan.

31.04 Changes in Classification

When the duties and responsibilities of an employee's position have been substantially modified by the Corporation, on request of the employee, the Corporation shall reevaluate the position and shall give the employee the results in writing.

ARTICLE 32

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

32.01

- (a) A performance evaluation will be conducted at least once a year, within the ninety (90) day period prior to the employee's anniversary date in accordance with the Corporation's directive on Performance Evaluations, except as per clause 32.01 (b) below.
- (b) Performance evaluations may be conducted on a pre-determined calendar date rather than on the employee's anniversary date where, in a Branch or Division, it is deemed to be more practical to do so based on the nature of operations. For greater clarity, this will not preclude the employee from receiving the service pay increase on the employee's anniversary date in accordance with Article 28, clause 28.08 (a).

- 32.02** Where applicable, if the Performance Evaluation is not remitted to the employee within thirty (30) days after the due date of the anniversary date for service pay ~~purposes~~, the service pay increase shall be automatic and retroactive to ~~the~~ due date of the appraisal.
- 32.03** On request of the employee, his personnel file shall be made available for examination in the presence of an authorized representative of the Corporation.

ARTICLE 33

HEALTH AND SAFETY

- 33.01** The Corporation and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, the Joint Health and Safety Committee shall be maintained and shall operate in accordance with the provisions of the Canada Labour Code, Part II.
- 33.02** The employees appointed to the Joint Health and Safety Committee shall perform the duties assigned to them without loss of salary and benefits.
- 33.03** Employees who travel abroad at the request of the Corporation and who require immunization as recommended by Health Canada for specific locations, shall be reimbursed for the cost of such immunization upon presentation of the appropriate immunization record, if the cost incurred is not covered by either the employee's provincial health care plan or the employer's benefits plan. In situations where the cost is only partially covered, the Corporation shall reimburse that portion which is not covered by the above-mentioned plans.
- 33.04** Alliance representatives on the Health and Safety Committee shall be provided with training at the Corporation's expense in order to carry out their duties pertaining to Health and Safety. All time spent in such training shall be deemed to be time at work and paid at the appropriate rate.

33.05 The Alliance may assist the Corporation by providing courses, instruction or upgrading on health and safety matters during regular work hours. When it is not possible for the training to be done during regular work hours, the time spent at the training shall be deemed to be time at work at straight-time.

33.06 Where applicable, the Corporation shall assume the cost of training employees designated as First Aid Attendants. Employees selected for First Aid training shall be granted time off with pay to attend First Aid courses. Such time off with pay shall be deemed to be time at work and paid at the appropriate rate.

ARTICLE 34

JOINT CONSULTATION

34.01 The parties acknowledge the mutual benefits to be derived from meaningful and constructive joint consultation.

34.02 Meetings of the Joint Union/Management Consultation Committee shall be held monthly. Additional meetings may be held at the request of either party as required. The parties to this Agreement agree to consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

34.03 The Corporation agrees to consult meaningfully and constructively on any contemplated changes to Policies and Directives to which reference is made in this Collective Agreement.

34.04 The Committee shall not discuss grievances.

34.05 The Joint Union/Management Consultation Committee shall not have the ability to alter any provision of this Collective Agreement.

ARTICLE 35

GRIEVANCE PROCEDURE

- 35.01** The parties to this Agreement share the desire to settle all grievances expeditiously. A grievance is a complaint filed by an individual or the Alliance on its own behalf or on behalf of one or more employees relating to the interpretation, application, administration or alleged violation of the Agreement and includes disciplinary matters involving an employee who has completed the probationary period.
- 35.02** Grievances must have the approval and support of the Alliance.
- 35.03** The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. An employee who has a complaint is encouraged to discuss the complaint with their supervisor or designate in an attempt to settle the complaint and may choose to do so, with or without their Alliance representative. When an employee, within the time limits prescribed in clause 35.04, gives notice that he wishes to take advantage of this Article, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.
- 35.04** In the event that the complaint is not settled, it may become a grievance to be processed as follows:

Step One

Within fifteen (15) days of the grievor(s) becoming aware of the matter giving rise to the grievance, the Alliance, or the employee, with the approval of the Alliance, may submit a written grievance. The decision of the Corporation shall be given in writing with reasons therefore within ten (10) days of receipt of the grievance.

The Alliance shall present the grievance to the Divisional Director of the employee, who will ensure a proper hearing of the grievance.

Step Two

The Alliance, or the employee, with the approval of the Alliance, may ~~refer~~ the **grievance to Step Two** of the grievance procedure provided that it is ~~referred~~ within a maximum period of ten (10) days from the date the Alliance received the decision at Step One or if no decision ~~was~~ received, within ten (10) days from the date the decision ~~was~~ due. The Corporation representative at Step Two ~~is~~ the Director-General (or Vice-President) or delegate, who **shall** hear the grievance and render a written decision, with reasons therefore, within ten (10) days of receipt of the grievance at Step Two.

Step Three

The Alliance, ~~or~~ the employee, with the approval of the Alliance, may refer the grievance to Step Three of the **grievance** procedure provided that it is referred within a **maximum** period of **fifteen** (15) days from ~~the~~ date the decision was **received** at Step Two or if no decision was received, within fifteen (15) days from the date the decision was due. The Corporation representative at Step Three is the Senior Vice-president and Chief Operating Officer or delegate, who shall hear the grievance and render a written decision, with reasons therefore, within **fifteen** (15) days of receipt ~~of~~ the grievance.

- 35.05** When the Corporation discharges an employee who has passed the probationary period, the grievance procedure shall apply with the option that the grievance may be presented directly at Step Three.
- 35.06** In calculating all time **limits** under Articles **35, 36, 37** and **38**, Saturdays, Sundays and Designated Paid Holidays **shall be** excluded.
- 35.07** The **time** limits stipulated in this procedure may be extended by mutual agreement between the Corporation and the Alliance. A grievance which is not submitted to the next step within the prescribed time limits shall be deemed to have been abandoned.

- 35.08** The Alliance may, by written notice to the Director, Human Resources or designate withdraw a grievance.
- 35.09** By mutual agreement of the Alliance and the Corporation, any step of the grievance procedure may be by-passed.
- 35.10** No Threats or Intimidation

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

ARTICLE 36

ARBITRATION PROCEDURE

- 36.01** The Alliance, after exhausting the grievance procedure in this Agreement, or the Corporation may submit a grievance to arbitration provided that the action giving rise to the grievance is a result of a misinterpretation, misapplication or alleged violation of a clause contained in this Collective Agreement. The party wishing to proceed to arbitration must notify the other party in writing of its intent, within thirty (30) days of the Step 3 Level decision or the expiration of the Step 3 time limit.
- 36.02** Within ten (10) days after notice of arbitration has been served,
- (a) the matter shall be referred to a single arbitrator,
 - (b) this arbitrator shall be chosen by mutual agreement. The decision of the single arbitrator shall be final and binding on both parties.
- 36.03** In the event that the parties fail to agree on the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.

36.04

- (a) The arbitrator shall have all the powers vested in it by the Canada Labour Code, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income. The arbitrator shall render the award within a reasonable period.
- (b) The arbitrator shall not change, modify or alter any of the terms of this Agreement.

36.05 Each party shall bear half (1/2) the cost of the arbitrator. Each party shall pay its own expenses with regards to the arbitration proceedings.

36.06 The decision of the arbitrator shall be final and binding on both parties.

36.07 Expedited Arbitration

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

Procedure:

- (a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the arbitrator;
- (b) the parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- (c) whenever possible, the arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;

- (d) when it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief resume of the reasons. The arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;
- (e) the decision of the arbitrator shall not constitute a precedent;
- (9) such decisions may not be used to alter, modify or amend any part of the Collective Agreement;
- (g) such decisions from the expedited format shall be final and binding upon the parties;
- (h) each party shall bear half (1/2) of the cost of the arbitrator and each party shall pay its own expenses with regards to the expedited arbitration process.

ARTICLE 37

STAFFING GRIEVANCES

An employee or the Union is entitled to file grievances under this provision, should either feel aggrieved or otherwise unjustly treated with respect to any staffing issues. All grievances with respect to staffing issues must be filed in accordance with this provision in order to be considered a valid grievance.

The grievance shall be submitted to the Human Resources Division within ten (10) days of the date on which the grievor first becomes aware of the incident giving rise to the grievance or complaint.

The Corporation and the Alliance agree to establish a Staffing Grievance Board to resolve any grievance with respect to any staffing issue. The Board shall be composed of one (1) representative acting on behalf of the Employer and one (1) representative acting on behalf of the grievor. The Corporation and the Local shall name their Board representatives within ten (10) days of the submission of a grievance to the Human Resources Division. Time off with pay for the grievor and grievor's representative shall be granted in accordance with clause 13.03. The Board shall conduct its investigation within fifteen (15) days of receipt of notice of appointment.

In conducting the investigation, the Board Members, upon signing a "Confidential Information Non-Disclosure Agreement", shall have access to all documentation relating to the competition and/or staffing action. The Board Members shall have the right to interview any individuals whom either deems necessary for the purpose of successfully completing the mandate. Should either Board Member have difficulty with access to documentation or interviewing individuals, the matter shall be brought to the attention of the Chief Operating Officer for resolution.

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

In the event that the Board issues a non-consensual report and the grievor does not agree with the decision of the Chief Operating Officer, the matter may be referred to an independent third party for final determination within thirty (30) days from the Chief Operating Officer's decision. The parties shall name the independent third party. The costs of the independent third party shall be borne equally by the parties. The decision of the independent third party shall be final and binding on both parties and not subject to further arbitration.

The time limits established under this provision are mandatory and can only be extended by mutual agreement of the parties.

ARTICLE 38

JOB EVALUATION GRIEVANCE PROCEDURE

An employee who feels that they have been incorrectly classified is entitled to submit a grievance to the Human Resources Division. All grievances must be filed in accordance with this provision in order to be considered a valid grievance.

The Corporation and the Alliance agree to establish a Job Evaluation Grievance Committee to resolve the grievance. The committee shall be composed of **one (1) representative acting** on behalf of the Corporation and one (1) representative acting on behalf of ~~the~~ grievor. The Corporation and the Local shall name their committee representatives within ten (10) days of the submission of the grievance to the Human Resources Division.

Time off with pay for the grievor and the grievor's representative shall be granted in accordance with clause 13.03 of this Agreement. The committee shall conduct its review within fifteen (15) days of receipt of notice of appointment.

In conducting the review, the committee members, upon signing a "Confidential Information Non-Disclosure Agreement", shall have **access to all** documentation relating to the job evaluation decision. The ~~committee~~ members shall have the right to interview any individuals whom either member of the committee deems necessary for the **review**. Should either ~~committee~~ member have difficulty with access to documentation or interviewing individuals, the matter shall be brought to the attention of the Chief Operating Officer for resolution.

Within fifteen (15) days of completion of the review, the committee shall submit a written report and recommendations to the Chief Operating Officer. Where the report issued is consensual, the Chief Operating Officer shall follow the recommendations of the committee in making his or her final decision. Such decision shall be final and binding on both parties.

In the event that the committee issues a non-consensual report and the grievor does not agree with the decision of the Chief Operating Officer, the matter may be referred to an independent third party for final determination within thirty (30) days from the Chief Operating Officer's decision. The parties shall name the independent third party. The ~~costs~~ of the independent third party shall be borne equally by the parties. The decision of the independent third party shall be final and binding on both parties and not subject to further arbitration.

The time limits established under this provision are mandatory and can only be extended by mutual agreement of the parties.

It should be noted that the Memorandum of Understanding to review the CMCC Job Evaluation Plan shall address all issues related to the **classification principles of the plan. The job** evaluation grievance process described above **is** to ensure **that** the grievor's position **has** been evaluated in a manner that is consistent with the classification principles of the CMCC's Job Evaluation Plan.

ARTICLE 39

OCCASIONAL EMPLOYEES

39.01 Occasional employees shall be paid at the hourly rate of pay for all hours **of** work performed **up** to the daily **or** weekly **hours of** work which may **be** prescribed in Article 25 (**Hours of Work**) and at time and one-half (1 ½) **the** hourly rate of pay for all hours of work performed in **excess of** those hours.

39.02 An occasional employee shall:

- (a) not be paid for the designated holidays but shall, instead, be paid a premium of **four** decimal **five** (4.5%) percent **for** all straight-time hours worked,
and
- (b) in lieu **of** vacation leave with pay, receive a premium of four (4%) percent gross earnings **for** all straight-time hours worked.

39.03 When an occasional employee is required to work on a day which **is** prescribed **as** a designated paid holiday **for** a full-time employee in **clause 16.01** of this Agreement, the employee shall be paid at time and one-half (1 ½) **of the** straight-time rate of pay for all hours worked up to **the** regular daily scheduled hours of work and double (2) **time** thereafter.

39.04 An occasional employee shall not be entitled to any benefits or leave provisions in this Agreement.

39.05 The Corporation shall pay severance pay to an occasional employee who has completed twelve **(12)** consecutive months **of continuous employment, except where the** termination **is by** way of dismissal for just cause, equal to **the** greater of:

- (a) **two (2)** days wages at the employees regular rate of pay for their regular hours of work in respect of each completed year of employment with **the** Corporation,
- or
- (b) five **(5)** days wages at the employee's regular rate of pay for their regular hours of work.

For the purpose of (a) and (b) above, a day's wages shall be equal to **the** number of hours worked during **the** twelve **(12)** months prior to **the** termination of employment divided by **2087** or **1956.6**, as applicable, and multiplied by **the** daily rate of pay.

39.06 Auxiliary employees on **staff** prior to July **5, 1999** shall, in lieu of sick leave with pay, continue to receive a premium of **three (3%)** percent of gross-earnings for all straight-time hours worked. **An** Auxiliary employee on **staff** after July **5, 1999** shall not be entitled to receive **the** leave provisions only of **this** Agreement.

ARTICLE 40

PART-TIME EMPLOYEES

40.01 Part-time employees shall be paid at **the** hourly rate of pay for all hours of work performed up to **the** daily or weekly hours of work that may be prescribed in Article 25 (Hours of **Work**) and at **the** overtime rate prescribed in Article 27 (Overtime) for hours of work performed in excess of those hours.

40.02

- (a) Permanent part-time employees shall be eligible for the Corporation's medical, dental and vision plans.

(b) Permanent part-time employees with assigned hours are eligible for Marriage Leave (clause **21.01**) and Leave with Pay for Family-Related Responsibilities (**clause 20.03**) calculated on a **pro-rata basis of assigned hours**.

40.03 A part-time employee shall not be paid for ~~the~~ designated holidays and alternate designated paid holidays but shall, instead be paid a premium of four decimal five (**4.5%**) percent for all straight-time **hours** worked.

40.04 When a part-time employee **is** required to work on **a** day which **is** prescribed as a designated paid holiday for a **full** time employee in clause 16.01 of **this** Agreement, **the** employee shall be paid **at** time and one-half (**1 ½**) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work and double (**2**) **time** thereafter.

40.05 A permanent part-time employee shall receive bereavement leave in accordance with Article 20 (**clause 20.02, Bereavement leave**).

40.06 Notwithstanding **the** provisions of Article 23 (**Severance Pay**), where **the** period of continuous employment in respect of which severance benefit **is** to be paid consists of **both** full and part-time employment or varying levels of part-time employment, **the** benefit shall **be** calculated as follows: the period of continuous employment eligible for severance **pay** shall be established and **the** part-time portions shall **be** consolidated to equivalent **full**-time. The equivalent full-time period in years shall **be** multiplied **by** the full-time weekly pay rate for the appropriate classification and level to produce **the** severance pay benefit.

40.07 Clause 40.07 applies to permanent part-time employees hired after July 2, 1997.

Vacation Leave

- (a) In lieu of vacation leave with pay, a permanent part-time employee shall receive a premium of **six (6%)** percent of gross earnings for all straight-time hours worked if the employee has completed **less** than six **(6)** years of service; **eight (8%)** percent if the employee has completed eight **(8)** years of service; **ten (10%)** percent if the employee has completed eighteen **(18)** years of service and **twelve (12%)** percent if the employee has completed twenty-eight **(28)** years of service.

Subject to operational requirements and upon request, a part-time employee other than a temporary part-time employee appointed for a period of **less** than six **(6)** months, shall be entitled, during each leave year, to vacation leave without pay of three **(3)** weeks.

- (b) A temporary part-time employee shall receive a premium of **four (4%)** percent of gross earnings in lieu of vacation leave.

40.08 Clause 40.08 applies to all part-time employees hired prior to July 3, 1997

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in Article 24 (clause 24.01), prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter ($1 \frac{1}{4}$) days a month, one-quarter of the hours in the employee's work week per month;
- (b) when the entitlement is one and two-thirds ($1 \frac{2}{3}$) days a month, one-third of the hours in the employee's work week per month;
- (c) when the entitlement is two and one-twelfth ($2 \frac{1}{12}$) days a month, five-twelfths of the hours in the employee's work week per month;

- (d) when the entitlement is two and a half (**2 ½**) days a month, one-half of the hours in the employee's work week per month;
- (e) a part-time employee on strength on the date of ratification may elect to receive the premium in accordance with Article 40 (clause 40.07). An employee who elects to receive the premium shall retain all vacation leave credits accumulated to the date of the election and shall be granted those vacation leave credits in accordance with the Article 24 (Vacation Leave);
- (9) an employee who elects to receive the premium shall not have the right to reverse their election.

40.09 Clause 40.09 applies to part-time employees hired after July 3, 1997.

Sick Leave

A part-time employee shall in lieu of sick leave with pay, receive a premium of three (3%) percent of gross earnings for all straight time hours worked.

Clauses 40.10 and 40.11 apply to all part-time employees hired by the Corporation prior to July 3, 1997.

40.10

- (a) 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.
- (b) A part-time employee on strength on the date of ratification may elect to receive the premium in clause 40.09. On election to receive the premium, all existing sick leave credits shall be forfeited.

40.11 Vacation and Sick Leave Administration

- (a) ~~For the purposes of administration of clauses 40.08 and 40.10, 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.

40.12 Notwithstanding the provisions of Article 41 (Lay-off), where the period of continuous employment in respect of which notice of lay-off is to be given consists of both full time and part-time employment or varying levels of part-time employment, the notice period shall be calculated as follows: the period of continuous employment for notice purposes shall be established and the part-time portion shall be consolidated to equivalent full time. The equivalent full time period in years shall be used to establish the applicable notice period on lay-off.

40.13 Part-time employees who are currently contributing to the Public Service Superannuation Plan shall continue to be eligible to receive pension benefits and the Supplementary Death Benefit pursuant to the provisions of the Public Service Superannuation Act.

ARTICLE 41

LAY-OFF

41.01 When an employee's service may no longer be required by the Corporation, the notice period may be paid out in a lump sum equivalent to the salary earned during the required notice period.

In cases where the duties and responsibilities of the position cease to exist before the expiry of the applicable notice period, ~~the~~ remaining notice period shall, at the request of the employee be paid out in a lump sum equivalent to the salary left to be earned in the remaining notice period; however, such requests for ~~pay-out~~ shall only be accepted once consultation has occurred with Human Resources. ~~Pay-outs~~ under clause 41.01 shall be deemed to satisfy the requirements of clause 41.05.

- 41.02 Cases of contemplated lay-off shall be discussed with the Local in accordance with Article 34 (Joint Consultation) to explore ways ~~of~~ assisting employees.
- 41.03 The provisions ~~of~~ this Article shall not apply to employees where a temporary cessation of their employment is affected due to a shutdown of Museum operations which may ~~come~~ as a result of an emergency or of other operational requirements.
- 41.04 ~~An~~ employee affected by a temporary lay-off may elect to use earned vacation and compensatory ~~leave~~ credits to delay the commencement of the temporary lay-off.
- 41.05 ~~The~~ Corporation shall be deemed not to have laid ~~off~~ an employee where the employee's services are terminated at the end ~~of~~ a specified period appointment. However, a temporary employee shall be given two (2) weeks ~~notice~~ or pay in lieu ~~of~~ notice of the termination of their appointment.
- 41.06 The following provision applies only to permanent employees who were hired after July ~~1~~ 1990.

The Corporation shall provide written notice of lay-off to **each** employee so affected as far in advance of the lay-off as is practicable, **but in no case less than the following:**

Years of Service	Weeks of Notice
0 to 3 months	0 weeks
3 months to 1 year	2 weeks
1 year	2 weeks
2 years	3 weeks
3 years	4 weeks
4 years	5 weeks
5 years	6 weeks
6 years	7 weeks
7 years	8 weeks
8 years	9 weeks
9 years	10 weeks
10 years	12 weeks
11 years	13 weeks
12 years	14 weeks
13 years	15 weeks
14 years	16 weeks
15 years	17 weeks
16 years	19 weeks
17 years	21 weeks
18 years	23 weeks
19 years	25 weeks
20 years or more	26 weeks

41.07 This provision applies only to permanent employees who were employees of the Corporation on July 1, 1990.

The Corporation shall continue the current practice of providing written notice of lay-off to each employee so affected as far in advance of the lay-off as is practicable, but in no case less than the following:

- (i) four (4) months where the employee is offered and refuses another position within the Corporation and, in any other case;
- (ii) six (6) months.

ARTICLE 42

NO STRIKES OR LOCK-OUTS

42.01 There shall be no strikes or lock-outs during the life of the Agreement.

42.02 If an employee is unable to obtain access to either the employer's or a third party's premises in attempting to cross a picket-line, the employee shall immediately contact their supervisor or designated contact and inform them of the situation. The supervisor or designated contact will endeavour to provide access to the workplace.

Should the Employer be unable to provide access to the workplace as described above the employee shall not suffer any loss of salary and benefits to which they would normally be entitled.

If the employee refuses to cross the picket line, or access the workplace where such access has been provided by the Employer, the employee shall not be paid for time not worked and the employee shall not be subject to discipline.

This Article shall not apply to any picket lines of Alliance members employed by the CMCC.

ARTICLE 43

POLITICAL RIGHTS

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

ARTICLE 44

MEMBERSHIP FEES

- 44.01 The Corporation shall reimburse an employee for the employee's payment of fees relating to membership, registration or certification where **such** certification relates to First Aid or to permit the transporting and handling of firearms, to an organization or governing body when **such** membership, registration or certification is required by the Corporation.

ARTICLE 45

PUBLICATIONS AND AUTHORSHIP

- 45.01 The Corporation agrees to continue the present practice of ensuring that employees have ready access to all **publications considered** necessary to their work by the Corporation.
- 45.02 The Corporation agrees that original **articles**, professional or technical papers, monographs, audio-visual products, computer **software**, etc. prepared by an employee within the scope of their employment, shall be retained on appropriate corporate files for the normal life of such work.
- 45.03 Should the Corporation not wish to exercise its right to publish the **material**, it shall not unreasonably withhold permission for the author to publish elsewhere.
- 45.04 When approval for publication is withheld, the **author(s)** shall be so informed in writing of the reason.
- 45.05 When an employee acts as a sole or joint author or editor of an original publication, **his/their** authorship or editorship shall normally be shown on the title page of such **publication**, in accordance with the current publishing industry norms.
- 45.06 The Corporation may suggest revisions to material and may withhold approval to publish an employee's work.

45.07 Where the Corporation wishes to make changes in material submitted for publication with which **the author does not agree**, the employee **may exercise their right not to be acknowledged or credited publicly**.

45.08 When **a** disagreement arises from the suggested materials submitted, either **of** the parties may submit **the case** for review by an independent third party knowledgeable in the subject matter and mutually acceptable to both parties. Following the receipt **of the recommendation by the third party**, the parties **agree to** discuss the recommendation and either agree to implement **the recommendation** or exercise their rights **in this Article**.

ARTICLE 46

TECHNOLOGICAL CHANGE

46.01 Both parties agree **that** the provisions **as** set out in **the** Canada Labour Code pertaining to Technological Change shall apply and be observed by **the** parties. **If as a result of Technological Change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function**, the parties agree that the provisions of the Collective Agreement, **such as** but not limited to Article 41 (Lay-off) and Article 23 (Severance Pay) shall apply. In **all other cases**, the following shall apply.

46.02 Definition:

In **this** Agreement, "Technological Change" means:

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

- 46.03** Both parties recognize the overall advantages of Technological Change and will, therefore, encourage and promote technological change in the Corporation's operations. Where technological change is to be implemented, the Corporation, where practicable, shall seek ways and means of minimizing effects on employees which might result from such changes.
- 46.04** When, as a result of technological change, the Corporation determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Corporation shall make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.
- 46.05** The Corporation agrees to provide as much advance notice as is practicable but not less than one hundred and twenty (120) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes to the terms and conditions of employment of employees in accordance with the provisions of the Canada Labour Code.

ARTICLE 47

BENEFIT PLANS

The Corporation agrees to maintain for eligible employees, for the life of this Collective Agreement, the equivalent benefit coverage and the equivalent cost-sharing arrangement for these benefits, as provided by the Public Service Disability Plan (PSAC), the Public Service Health Insurance Plan (PSAC) and the Public Service Dental Plan (PSAC).

ARTICLE 48

STAFFING

- 48.01** The Corporation agrees that the selection of any candidate for a position for which the Alliance is the bargaining agent shall be made in accordance with the merit principle and the Corporation's Staffing Policies.

- 48.02** The selection standards established by the Corporation for each position shall be reasonable in relation to the duties of the position being filled.
- 48.03** The selection criteria shall include the following elements: core competencies, skills, qualifications, abilities and required experience.
- 48.04** The Corporation shall give preferential consideration to employees who have received notice of lay-off where the employee meets the basic requirements for the job or where such basic requirements can be acquired within a four (4) month time period.

ARTICLE 49

PROBATION

- 49.01** The probationary period shall not include periods of leave without pay, leave with pay in excess of two (2) weeks, language training or any period of formal training provided by the Corporation.
- 49.02** An appraisal report on an employee on probation shall be completed at the mid-point and end of the probation period or sooner, at the supervisor's discretion (as stipulated in clause 2.01(p)). Upon successful completion of the probationary period, an employee's continuous service date shall be established from the first day of employment.

ARTICLE 50

UNIFORMS, EQUIPMENT AND TOOLS

- 50.01**
- (a)** The Corporation shall continue its application of Standard Operating Procedure which shall deal with provisions on uniforms, applicable to those employees who are required by the Corporation to wear such uniforms.

(b) In amending the Standard Operating Procedure the parties agree to meaningful and constructive consultation in **accordance** with Article 34 (Joint Consultation) and **where** applicable, the initial forum shall be the Joint Occupational Health and Safety Committee.

50.02 Where an employee requires safety equipment, **such as** safety boots, helmets or glasses, including sunglasses, the Corporation shall provide same at no cost to the employee.

50.03 The Corporation shall provide, maintain and replace all the necessary tools required by the employee in the performance of their duties. It is the responsibility of the employee to safeguard the tools in their possession and to maintain the tools in good and clean condition.

ARTICLE 51

BILINGUAL POSITIONS

51.01 The Corporation shall determine if a requirement for a bilingual position exists.

51.02 Language requirements shall be determined by the Corporation and governed by its **Official Language Policy**. If the language requirements of a position are increased, the incumbent **shall** be offered training for a reasonable period of time at the appropriate level to provide the opportunity to meet the **new** language requirements. The period may be extended due to circumstances beyond the employee's control.

ARTICLE 52

TRAVEL EXPENSES

52.01 The Corporation agrees to reimburse to employees the reasonable cost of meals, vehicle use and other related travel **costs**. The Corporation **shall** adjust annually the rates of reimbursement as contained in **the** attached Annex A using the Treasury Board's travel rate increases as a general guide.

Annex A

Breakfast	\$11.00
Lunch	\$11.00
Dinner	\$30.00
Incidentals	\$8.00
Private Accomodation	\$25.00
Vehicle Use Standard Rate	\$0.24

ARTICLE 53

PARKING

53.01 The Corporation agrees to maintain a Parking Policy **for** its employees and, to apply the policy in accordance with its provisions.

ARTICLE 54

AGREEMENT REOPENER

54.01 This Agreement may be amended by mutual consent.

ARTICLE 55

DURATION AND ECONOMIC INCREASE

55.01 The provisions **of** this Agreement shall become effective as of April 1, 2002 unless otherwise indicated.

55.02 The provisions of this Agreement **shall** expire **on** March 31, 2005

55.03 Economic Increases:

Effective April 1, 2002	3.2%
Effective April 1, 2003	2.8%
Effective April 1, 2004	2.5%

GRANDFATHERED CONVERSION RULES

If, upon conversion to the new job evaluation system on April 1, 1997, the employee's salary for purposes of conversion was higher than the maximum of the conversion rate attributed to the position level, their base salary shall be frozen and the employee shall receive lump sum payments equal to the economic increases until such time as the employee's base salary falls within the converted range of salaries for the position.

APPENDIX "A"

PAY RATES FOR EMPLOYEES ON A 37.5 HOUR WORK WEEK

PAY RATES ON APRIL 1, 2002

LEVEL	MINIMUM	MAXIMUM
E1	19,180	22,058
E2	26,028	29,934
E3	30,156	36,186
E4	35,482	42,578
E5	40,823	48,988
E6	44,327	55,410
E7	51,148	63,935
E8	57,901	75,377

PAY RATES ON APRIL 1, 2003

LEVEL	MINIMUM	MAXIMUM
E1	19,717	22,676
E2	26,757	30,772
E3	31,000	37,199
E4	36,475	43,770
E5	41,966	50,360
E6	45,568	56,961
E7	52,580	65,725
E8	59,522	77,488

PAY RATES ON APRIL 1, 2004

LEVEL	MINIMUM	MAXIMUM
E1	20,210	23,243
E2	27,426	31,541
E3	31,775	38,129
E4	37,387	44,864
E5	43,015	51,619
E6	46,707	58,385
E7	53,895	67,368
E8	61,010	79,425

APPENDIX "B"

PAY RATES FOR EMPLOYEES ON A 40 HOUR WORK WEEK

PAY RATES ON APRIL 1, 2002

LEVEL	MINIMUM	MAXIMUM
E1	20,459	23,529
E2	27,764	31,929
E3	32,164	38,598
E4	37,847	45,415
E5	43,543	52,252
E6	47,282	59,104
E7	54,557	68,197
E8	61,761	80,403

PAY RATES ON APRIL 1, 2003

LEVEL	MINIMUM	MAXIMUM
E1	21,032	24,188
E2	28,541	32,823
E3	33,065	39,679
E4	38,907	46,687
E5	44,762	53,715
E6	48,606	60,759
E7	56,085	70,107
E8	63,490	82,654

PAY RATES ON APRIL 1, 2004

LEVEL	MINIMUM	MAXIMUM
E1	21,558	24,793
E2	29,255	33,644
E3	33,892	40,671
E4	39,880	47,854
E5	45,881	55,058
E6	49,821	62,278
E7	57,487	71,860
E8	65,077	84,720

APPENDIX "C"

SCHEDULE "S" EMPLOYEES

The positions designated as Schedule "S" positions are the following:

Exhibitions and Programmes

Actor-Interpreter
Cultural Interpreter
Junior Actor
Programmes Animator
Team Leader

Financial Services

Audio-visual Storeperson
Mail Services, Photocopy and Supply Storeperson
Mover
Shipper/Receiver

Property Management, Security and Client Services

Audio-visual Maintenance Technician
Banquets and Special Events Officer
Chief Projectionist
Chief Technical Services, Lighting and Audio-Visual
Client Services Representative
Control Room Officer
Coordinator, Banquets and Special Events
Customer Representative
Guide
Lighting Technician and Technical Coordinator
Group Services Representative
Projectionist/Operator
Relamper
Security Officer
Security Services Supervisor
Sound Technician
Supervisor, Client Services

APPENDIX "C"

Team Leader, Security Services
Team Leader, Client Services
Usher

Research and Collections

Collections Manager
Exhibit Display Preparator

As of November 18th 2002

SCHEDULE "C" EMPLOYEES

The positions designated as Schedule "C" positions are the following:

Canadian War Museum

Chief, Education and Outreach
Education Officer
Photographer

Exhibitions and Programmes

Audio-Visual Specialist
Head, Production
Interpretive Planner
Manager, Audio-Visual Production
Manager, Interpretation
Manager, Photographic Services
Manager, Programmes
Photographer
Production Coordinator

Marketing and Business Operations

Advertising and Promotions Officer
Assistant Buyer
Manager, Advertising and Marketing
Tourism and Marketing Officer

Property Management, **Security** and Client Services

Architectural Technologist
Capital Projects Manager
Construction Coordinator
Coordinator, Group Services
Project Manager, Mechanical Technology
Project Manager, Electrical Technology
Team Leader, Group Services
Training and Prevention **Officer**

APPENDIX "D"

Public Relations and Publishing

**Head, Special Events and Public Relations
Communications and Development Officer
Communications Officer
Media Relations Officer
Senior Communications Officer
Senior Media Relations Officer
Special Events Officer**

Research and Collections

Photographer

• Positions not included in schedules "S" or "C" are designated as schedule "A" positions.

As of November 18, 2002

SPOUSAL DECLARATION

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

I, _____, declare that

(a) I **am** legally married to _____ or

(b) I have co-habited with _____
for a continuous period of at least one (1) year and continue to do **so**. During **this** time, I have publicly represented _____ as my spouse and our spousal-relationship has been recognized in **the** community or communities **in which** we live or have lived.

Signed _____ Date _____
(Employee)

Signed _____ Date _____
(For the Corporation)

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CANADIAN MUSEUM OF CIVILIZATION CORPORATION AND THE PUBLIC SERVICE ALLIANCE OF CANADA JOB EVALUATION PLAN

Upon receipt of the final and binding resolution of the Canadian Human Rights Commission's (CHRC) decision or disposition of the current or future complaint regarding the Corporation's job evaluation plan, the parties agree to have an initial meeting within thirty (30) days of the decision or disposition of the complaint to set up the joint review of the Corporation's job evaluation plan which shall commence within ninety (90) days.

Committee composition:

The committee shall consist of a maximum of eight members, divided equally between both parties; a quorum shall consist of six members (3 employer and 3 union representatives, one of whom shall be an Alliance representative). The balance of the union component of the committee shall be selected by the union from the members of the bargaining unit. The committee may, at its discretion, select a consultant to assist in the review of the plan, under the committee's direction; the consultant must have a proven record in job evaluation and pay equity. The cost of consultant shall be shared between the parties.

Objectives:

The committee shall review the Corporation's job evaluation plan to ensure that it is consistent with sound classification principles and meets the requirements of Section 11 of the Canadian Human Rights Act as well as the Equal Wages Guidelines, 1986. The plan shall be gender neutral and universal in application. The work to review and amend the plan shall be completed within 12 months of the signing of this Collective Agreement unless an extension is agreed to by both parties.

Mandate:

The committee shall jointly agree on all elements of the plan, including but not limited to:

- factors and definitions
- factor degree definitions
- factor weights
- points distribution within factors
- selection and evaluation of benchmark position

The committee shall have access to all relevant documentation including complete and up-to-date job descriptions of their members and the organization charts. If further information is required, it will be provided in a format suitable for the committee.

Remuneration of committee members:

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

Dispute resolution:


In the event that the Committee reaches an impasse, the dispute may be referred to a board consisting of a Senior Representative of each party. Failing a resolution at that level, an independent third party shall be selected by both parties to render a final and binding decision on the issues referred.

This Memorandum of Understanding is deemed to form part of the Collective Agreement.

In reference to page 101 - Job Evaluation Plan

Signed at Montreal on this day
of November 18th 2002.

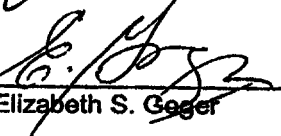
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



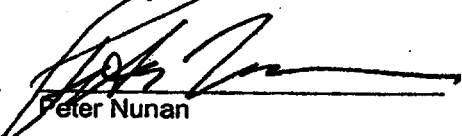
J. (Joe) Geurts



David Loye



Elizabeth S. Gager



Peter Nunan

LETTER OF UNDERSTANDING


PART-TIME POSITIONS

Within sixty (60) days of ratification of this Collective Agreement, the Canadian Museum of Civilization Corporation will create ten (10) permanent part-time positions within the bargaining unit with a minimum of thirty-two (32) assigned hours per week. These positions will be staffed according to the provisions of Article 48 of the Collective Agreement.

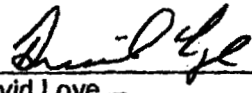
This Letter of Understanding shall be deemed to be part of the collective agreement.

Signed at _____ on this day
of _____ 2002.

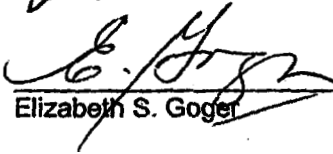
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



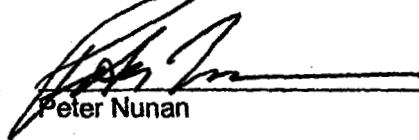
J. (Joe) Geurts



David Loyer



Elizabeth S. Goger



Peter Nunan

LETTER OF UNDERSTANDING

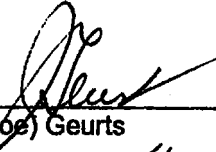
PROCEDURES - ABSENCE DUE TO ILLNESS

It is understood and agreed by the parties that the Human Resources directive "Procedures - Absence due to Illness" shall be followed in a consistent manner throughout the Corporation.

This Letter of Understanding shall be deemed to be part of the collective agreement.

Signed at Montreal on this day
of September 18^e 2002.

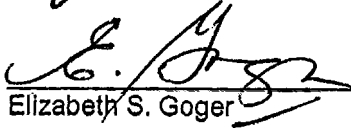
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



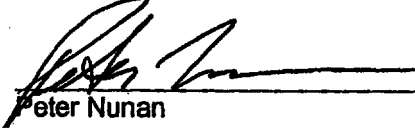
J. (Joe) Geurts



David Loye



Elizabeth S. Goger



Peter Nunan

LETTER OF UNDERSTANDING

MARRIAGE LEAVE

It is understood and agreed by both parties that should Treasury Board recognize same-sex marriage for the purpose of marriage leave, the Corporation agrees to apply the provisions of Article 20, clause 20.01 (Marriage Leave With Pay) accordingly thereafter.

This Letter of Understanding shall be deemed to be part of the collective agreement.

Signed at Montreal on this day
of November 18th 2002.

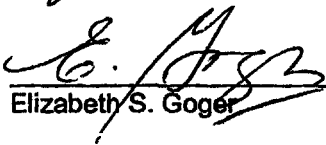
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



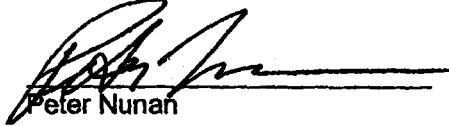
J. (Joe) Geurts



David Loye



Elizabeth S. Goger



Peter Nunan

LETTER OF UNDERSTANDING

PENSION

In accordance with the Museums Act, "an Act respecting Museums", eligible employees in the Corporation will be covered by the Public Service Superannuation Act as amended from time to time. The Corporation and the Alliance agree to hold joint discussions on pension related issues. This will be deemed to be part of the collective agreement.

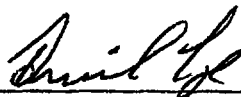
This Letter of Understanding shall be deemed to be part of the collective agreement.

Signed at Montreal on this day
of November 18th 2002.

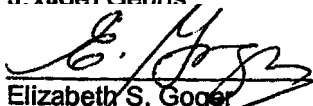
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



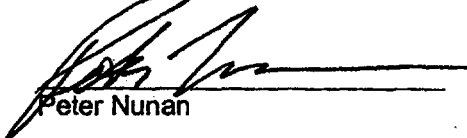
J. Joel Geurts



David Loye



Elizabeth S. Goger
Elizabeth S. G



Peter Nunan

LETTER OF UNDERSTANDING

PRE-RETIREMENT PROVISIONS


The Corporation agrees to offer a one (1) day pre-retirement seminar for employees and their spouse who are within three (3) years of retirement and who have notified the Corporation in writing of their intention to retire on a mutually agreed upon date.

Once the employee has committed in writing to the retirement date, the Corporation will arrange for a one and one half (1 ½) hour financial retirement planning session for the employee and their spouse at a mutual agreed upon date and time, but no later than 6 (six) months prior to the retirement date, unless otherwise arranged by mutual agreement at the employee's written request. Employees may only attend one (1) such session during the course of their employment with the Corporation.

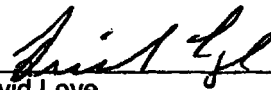
This Letter of Understanding shall be deemed to be part of the **collective agreement**

Signed at Yateville on this day
of November 18th 2002.

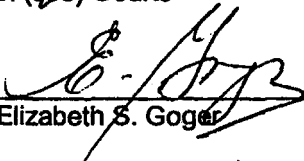
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation




J. (Joe) Geurts



David Loye



Elizabeth S. Goger



Peter Nunan

LETTER OF UNDERSTANDING

TEMPORARY CLOSURE OF THE CANADIAN WAR MUSEUM
SUSSEX SITE

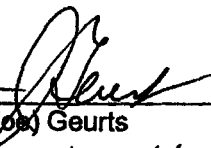
The Corporation agrees that as a result of temporary closure of the CWM Sussex site for the purposes of expanding or relocating the CWM, the Corporation shall, to the extent possible, schedule hours for affected hosts/hostesses to the Parc Laurier site of the Canadian Museum of Civilization.

Hosts/hostesses may, however, experience a temporary reduction in hours. Should this situation appear to become a reality, the parties agree to meaningful and constructive joint consultation to explore other options in order to minimize the impact on affected employees.

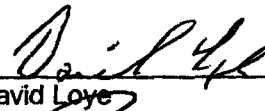
This Letter of Understanding is deemed to be part of the collective agreement.

Signed at Yaticum on this day
of November 18th 2002.

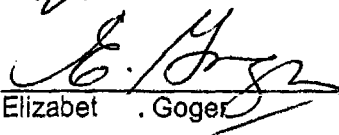
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



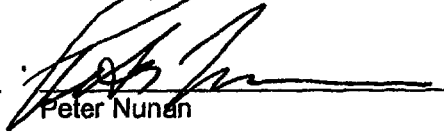
J. (Jo) Geurts



David Loya



Elizabeth Goger



Peter Nunan

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LETTER OF UNDERSTANDING
BETWEEN
THE CANADIAN MUSEUM OF CIVILIZATION CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA

EMPLOYEE PERFORMANCE REVIEW SYSTEM

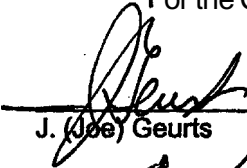
Within six (6) months after signing of the Collective Agreement, the parties agree to meet and jointly develop an Employee Performance Review System applicable to all positions within the bargaining units. The joint development of this system shall be completed within eighteen (18) months of the signing of the Collective Agreement.

The provision of such a system will include but will not necessarily be limited to, the evaluation form, the written instructions which will be utilized in the review, the steps of the review process and the implementation date of the system.

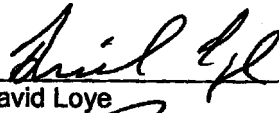
This Letter of Understanding is deemed to be part of the collective agreement

Signed at Montreal on this day
of November 18th 2002.

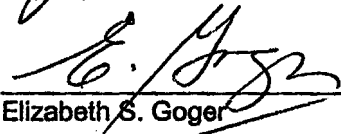
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



J. (Joe) Geurts



David Loye



Elizabeth S. Goger



Peter Nunan