

COLLECTIVE AGREEMENT

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BETWEEN

THE CANADIAN MUSEUM
OF CIVILIZATION CORPORATION

AND

THE PUBLIC SERVICE ALLIANCE OF
CANADA

09836 (04)

EXPIRES: 03/31/2009

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ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships **between** the Canadian Museum 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;

(f) “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, ie. 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 **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 (1½) times the employee's hourly rate **of** **pay**;
 - (iii) "double time" 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

- (i) Except as otherwise provided in this Agreement, a "day" of earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours for **Schedule "A" and "C" employees** and eight (8) hours for **Schedule "S" employees.**

2.03 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.

2.04 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
- Mead, 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 on May 31 and November 30 of each year.

- 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** on **May 31** and **November 30** of each year.
- 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, **telephone** numbers and **office** numbers **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 four (4) weeks notice, to **leave** without **pay** for a period of **up to three (3) years** 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 Upon written request by the complainant(s) and/or respondent(s), an **official copy** of the investigation report shall be provided to them by the Corporation subject to the provisions of the Access to Information Act and the **Privacy Act**.
- 14.05 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. It **is** understood that **alternate designated paid** holidays cannot be accumulated from year to year.
- 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, either **St-Jean** Baptiste **Day** for

employees working in Quebec or the first Monday in the month of August for employees working in Ontario.

16.02

- (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.**

(f) 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 (1½) 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 (1½)** 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:
- (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 lieu 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 (1½) 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 ~~be~~ 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:

Maternity Leave Allowance payments will consist of the following:

(a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance (EI) 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) for the remaining fifteen (15) weeks of maternity leave, an allowance of the difference between the gross weekly amount of the EI maternity benefit she is eligible to receive **and** ninety-three per cent (**93%**) of her **weekly rate of pay less** any other monies earned during this **period** which may **result in a decrease** in EI benefits to which she would have been eligible if **no extra monies had been earned during this period**;

(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:

- (a) On request, an employee who **has** completed six (6) consecutive months of continuous employment, shall be granted parental leave without **pay** for **up** to two periods of up to a total **of** 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).
- (b) Notwithstanding **clause** 17.06(a) **above**,
 - (i) **where** the employee's child is hospitalized **within** the period defined above, **and** the employee has not yet proceeded on parental leave without pay,

or

 - (ii) where the employee has proceeded on parental leave without pay **and** then, **returns** to work **for all** or **part of** the **period during** which his/her child **is** hospitalized,

the period of **parental** leave without **pay** specified **in** the original leave request may **be** extended by a period **equal** to that portion of the period **of** the child's hospitalization during which **the** employee was not on parental leave. However, the extension **shall end** not later than one hundred and four (104) **weeks** after **the** day on which the child comes **into** the employee's care.

N.B. It is understood that the maximum period of leave is 37 weeks within the 104 week period.

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 17.04 (c)).**

- (d) Parental Leave Allowance **payments will consist** of the following:
 - (i) **where** an employee is subject to a **waiting** period of **two (2) weeks** before receiving Employment Insurance 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) for a maximum period of up to thirty-five (35) **weeks of parental leave**, an allowance of the difference between the gross weekly amount of the EI parental benefit she or he is eligible to *receive* and ninety-three per cent (93%) of her or his **weekly rate of pay** as calculated in clause 17.05 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;

- (9) 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.
- 17.15 The employee must advise the Corporation of any **change** to their return to work date at least four (4) weeks prior to the **previously** approved date.

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) The employee must advise the Corporation of any change to their return to work date at least four (4) weeks prior to the previously approved date.
- (vi) 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,

- (vii) 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.

- (c) **The** employee must advise the Corporation of any change to their return to work date at least four (4) weeks prior to the previously approved date.

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.
 - (iv) up to one (1) day **per fiscal year** for the employee to attend **his or** her own medical **or** dental appointments. An employee is **expected** to make reasonable efforts to schedule medical or dental appointments for themselves 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.
- (c) **The total leave** with pay which may be granted under sub-clauses (b)(i), (ii), (iii) and (iv) **shall not exceed five (5) days in a** fiscal year.

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-an-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 and at its discretion, the Corporation **may** 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 ($33\frac{1}{3}\%$) percent **shall** be deferred to fund 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.

20.12 Compassionate Care Leave

- (a) Upon written request, an employee with six (6) months of continuous employment shall **be** granted leave without pay for a period **of up to** eight (8) **weeks** which includes the **two (2) week** waiting period, for compassionate care leave. **The** employee must provide proof **that he/she** has applied **for and is** eligible to receive such EI benefits **during** this period of leave.
- (b) A leave of absence without pay under this clause may only be **taken** in periods of not less **than** one **(1) week's** duration.
- (c) The entitlement to this leave **may be shared by** two (2) **or more** employees of the same family, however, the total amount of leave without pay **that may be** taken in regard to the same family member may not exceed eight (8) weeks which includes the two (2) **week** waiting period, within the twenty-six (26) week period.

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 **(~~two~~) 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 **(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

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.

(f) **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) **13.75 hours** (22 days per **year**) commencing with the month in **which** the **employee's** fifteenth (**15th**) anniversary of service occurs;
 - (iv) **14.375 hours** (23 days per year) commencing **with** the month in which the employee's sixteenth (**16th**) anniversary of service **occurs**;
 - (v) **15.625 hours (25 days per year)** commencing **with** the month **in which** the **employee's** eighteenth (**18th**) anniversary of service occurs;
 - (vi) **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) **14.66 hours** (22 days **per year**) commencing **with** the month **in** which the employee's: **fifteenth (15th)** anniversary of service occurs;
 - (iv) **15.33 hours** (23 days per year) commencing **with** the month in **which** the employee's sixteenth (**16th**) anniversary of **service** occurs;
 - (v) **16.66 hours (25 days per year)** commencing with the month in which the employee's eighteenth (**18th**) anniversary of **service** occurs;

(vi) 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.

- (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.

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 **pre-arrangements** 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%) 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** (37½) hours per week and the scheduled work day shall **be** seven and one-half (7½) consecutive hours from Monday to Friday inclusive, exclusive **of** a lunch period between the hours **of** 7:00 a.m. 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 (37½) hours per **week**;

- (ii) a work day of seven ~~and~~ one-half (7½) **consecutive hours**, exclusive ~~of~~ a lunch period between the **hours of 06:00 a.m. 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)

(i) **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.**

(ii) This clause applies to Hosts, Guides, Animators **and** their **Team Leaders**:

Notwithstanding (a) and in accordance with (h) and (i) below, the Corporation may schedule up to ten (10) hour shifts at the straight-time rate, provided that the shifts include the public hours of operation of the Museums (CMC, CCM, CPM, CWM).

(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.

(f) 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%) 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.

ARTICLE 27

OVERTIME

- 27.0 ■ 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 (1½) 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 (1½), 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 (1½) and double (2) time thereafter.

27.05 Meal Allowance:

(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**.

27.06 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 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 point five (2.5%) percent of their base pay on their anniversary date starting July 1, 2005 and ending June 30, 2009, 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 an Animator is required to deliver an Outreach program, the Animator 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 were employees of** the Corporation 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.

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 tower 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 chose to do so**, with **or** without their Alliance representative. When an employee, within **the** 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;
- (f) **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 (1½) 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 (1½) 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 shall have access to all leave provisions of the collective agreement calculated on a pro-rata basis of assigned hours.

(c) Notwithstanding 40.02(b), permanent part-time employees with assigned hours on April 1, 2005 will be offered a one-time option within thirty (30) days of ratification to either:

(i) maintain the **premium** in lieu of benefits, **or**

(ii) have access to all **leave** provisions of the collective agreement calculated on a pro-rata basis of assigned hours.

Should the employee not inform the Corporation of their **choice** within the thirty (30) day period, the **employee will** automatically be **converted to (ii) above**.

40.03 A part-time **employee**, with the **exception of employees subject to clause 40.02 (b) and/or clause 40.02 (c)(ii)**, 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 (**1½**) 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, with the exception of **employees** subject to clause 40.02 (b) and/or clause 40.02 (c) (ii), 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, with the exception of employees subject to clause 40.02(b) and/or clause 40.02(c)(ii).

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 for all straight-time hours worked 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%) 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 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 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 1/2) 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);
- (f) 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, with the exception of employees subject to clause 40.02(b) and/or **clause 40.02(c)(ii)**.

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.

40.10 Notwithstanding clause 40.03, clause 40.07(b) and clause 40.09, a part-time employee, with the exception of employees subject to clause 40.02(b) and/or clause 40.02(c)(ii), shall receive an additional premium of one (1%) percent in lieu of all other leave, pension and benefit provisions.

Clauses 40.11 and 40.12 apply to all part-time employees hired by the Corporation prior to July 3, 1997.

40.11

- (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.

40.12 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.

40.13 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.

- 40.14 **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 **with**hold 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 Wealth 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.

50.04 The Corporation shall reimburse employees performing the duties of Hosts, Guides and Animators an allowance of up to fifty (\$50.00) dollars per fiscal year toward the purchase of footwear. Payment shall be made upon presentation of a receipt approved by the supervisor.

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 twice annually the rates of reimbursement using the Treasury Board's travel rate increases as a general guide.

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 INCREASES

55.01 The provisions of this Agreement shall become effective as of April 1, 2005 unless otherwise indicated.

55.02 The provisions of this Agreement shall expire on March 31, 2009.

55.03 Economic Increases:

| | |
|-------------------------|-------|
| Effective April 1, 2005 | 2.5% |
| Effective April 1, 2006 | 2.25% |
| Effective April 1, 2007 | 2.4% |
| Effective April 1, 2008 | 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, 2005

| LEVEL | MINIMUM | MAXIMUM |
|-------|---------|---------|
| E1 | 20,715 | 23,824 |
| E2 | 28,112 | 32,330 |
| E3 | 32,569 | 39,082 |
| E4 | 38,322 | 45,986 |
| E5 | 44,090 | 52,909 |
| E6 | 47,875 | 59,845 |
| E7 | 55,242 | 69,052 |
| E8 | 62,535 | 81,411 |

PAY RATES ON APRIL 1, 2006

| LEVEL | MINIMUM | MAXIMUM |
|-------|---------|---------|
| E1 | 21,181 | 24,360 |
| E2 | 28,745 | 33,057 |
| E3 | 33,302 | 39,961 |
| E4 | 39,124 | 47,021 |
| E5 | 45,082 | 54,099 |
| E6 | 48,952 | 61,192 |
| E7 | 56,485 | 70,606 |
| E8 | 63,942 | 83,243 |

PAY RATES ON APRIL 1, 2007

| LEVEL | MINIMUM | MAXIMUM |
|-------|---------|---------|
| E1 | 21,689 | 24,945 |
| E2 | 29,435 | 33,850 |
| E3 | 34,101 | 40,920 |
| E4 | 40,124 | 48,150 |
| E5 | 46,164 | 55,397 |
| E6 | 50,127 | 62,661 |
| E7 | 57,841 | 72,301 |
| E8 | 65,477 | 85,241 |

PAY RATES ON APRIL 1, 2008

| LEVEL | MINIMUM | MAXIMUM |
|--------------|----------------|----------------|
| E1 | 22,231 | 25,569 |
| E2 | 30,171 | 34,696 |
| E3 | 34,954 | 41,943 |
| E4 | 41,127 | 49,354 |
| E5 | 47,318 | 56,782 |
| E6 | 51,380 | 64,228 |
| E7 | 59,287 | 74,109 |
| E8 | 67,114 | 87,372 |

APPENDIX "B"

PAY RATES FOR EMPLOYEES ON A 40 HOUR WORK WEEK

PAY RATES ON APRIL 1, 2005

| LEVEL | MINIMUM | MAXIMUM |
|-------|---------|---------|
| E1 | 22,097 | 25,413 |
| E2 | 29,986 | 34,485 |
| E3 | 34,739 | 41,688 |
| E4 | 40,877 | 49,050 |
| E5 | 47,028 | 56,434 |
| E6 | 51,067 | 63,835 |
| E7 | 58,924 | 73,657 |
| E8 | 66,704 | 86,838 |

PAY RATES ON APRIL 1, 2006

| LEVEL | MINIMUM | MAXIMUM |
|-------|---------|---------|
| E1 | 22,594 | 25,985 |
| E2 | 30,661 | 35,261 |
| E3 | 35,521 | 42,626 |
| E4 | 41,797 | 50,154 |
| E5 | 48,086 | 57,704 |
| E6 | 52,216 | 65,271 |
| E7 | 60,250 | 75,314 |
| E0 | 68,205 | 88,792 |

PAY RATES ON APRIL 1, 2007

| LEVEL | MINIMUM | MAXIMUM |
|-------|---------|---------|
| E1 | 23,136 | 26,609 |
| E2 | 31,397 | 36,107 |
| E3 | 36,374 | 43,649 |
| E4 | 42,800 | 51,358 |
| E5 | 49,240 | 59,089 |
| E6 | 53,469 | 66,838 |
| E7 | 61,696 | 77,122 |
| E8 | 69,842 | 90,923 |

PAY RATES ON APRIL 1, 2008

| LEVEL | MINIMUM | MAXIMUM |
|--------------|----------------|----------------|
| E1 | 23,714 | 27,274 |
| E2 | 32,182 | 37,010 |
| E3 | 37,283 | 44,740 |
| E4 | 43,870 | 52,642 |
| E5 | 50,471 | 60,566 |
| E6 | 54,806 | 68,509 |
| E7 | 63,238 | 79,050 |
| E8 | 71,588 | 93,196 |

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 18, 2002

APPENDIX "D"

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

APPENDIX "E"

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:

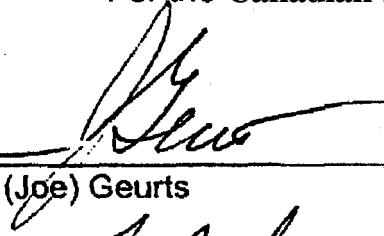
Members of the bargaining unit serving on **the job** evaluation **committee** shall be provided with time off with **pay** from their regular duties to prepare for committee work and to participate **on** the committee.

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.

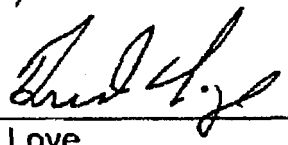
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



J. (Joe) Geurts



Elizabeth S. Goger



David Loye



Peter Nunan

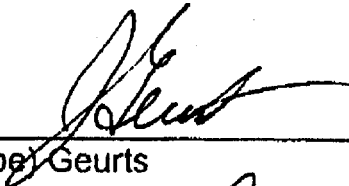
LETTER OF UNDERSTANDING

PART-TIME POSITIONS

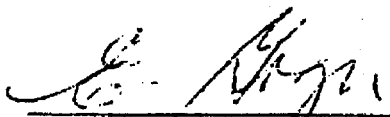
The CMCC will increase by five (5) the permanent part-time positions with 32 assigned hours within sixty (60) days of the ratification of the collective agreement. Normal staffing process will apply.

Signed at Montreal, QC on this day
of March 13th 2006.

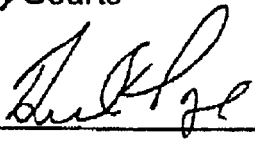
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



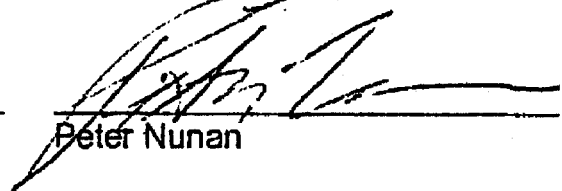
J. (Joe) Geurts



Elizabeth S. Goggin



David Loye



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.

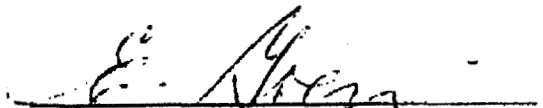
This, Letter of Understanding shall be deemed to be part of the collective agreement.

Signed at Montreal, Que. on this day
of March 13th 2006.

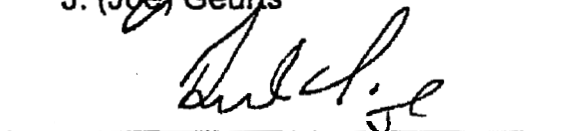
Pour la Société du Musée canadien des civilisations
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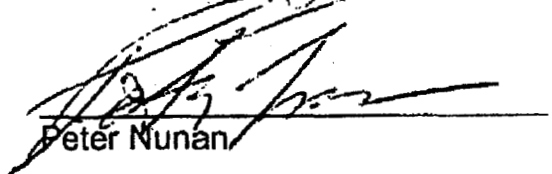
J. (Joe) Geurts



Elizabeth S. Gogel



David Loye



Peter Nunan

>

LETTER OF AGREEMENT

PAY EQUITY ADJUSTMENT

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

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

Signed at Yatouk, QC on this day
of March 13th 2006.

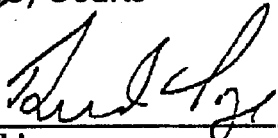
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



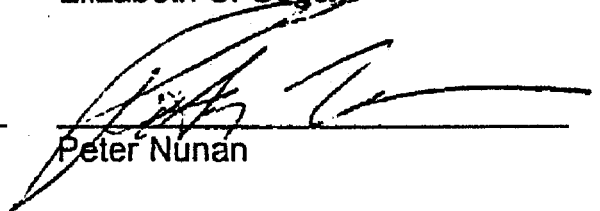
J. (Joe) Geurts



Elizabeth S. Goger



David Loye



Peter Nunan

LETTER OF UNDERSTANDING

PRE-RETIREMENT PROVISIONS

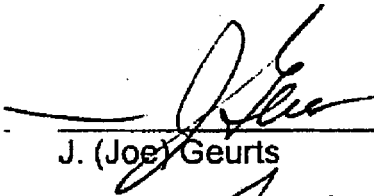
The Corporation agrees to offer a one (1) day pre-retirement seminar for employees and their spouse who are within three (3) years of retirement and who have notified the Corporation in writing of their intention to retire on a mutually agreed upon date.

Once the employee has committed in writing to the retirement date, the Corporation will arrange for a one and one half (1½) 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 Montreal, Qc on this day
of March 13th 2006.

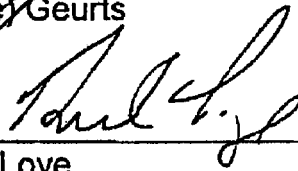
Pour la Société du Musée canadien des civilisations
For the Canadian Museum of Civilization Corporation



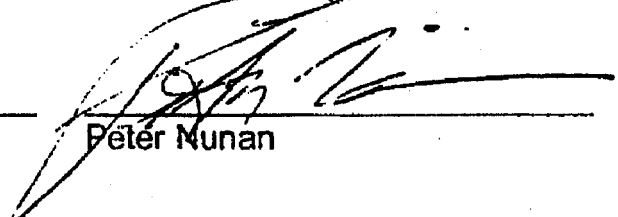
J. (Joe) Geurts



Elizabeth S. Gegeff



David Loye



Pétér Nunan

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LETTER OF UNDERSTANDING
ADDITIONAL NATIONAL HOLIDAY

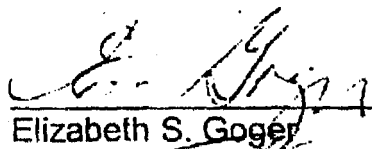
It is understood and agreed that should one (1) additional national holiday be proclaimed by an Act of Parliament during the life of the Collective Agreement effective April 1, 2005 between the Canadian Museum of Civilization and the Public Service Alliance of Canada, the Collective Agreement shall be reopened under Article 54 and Article 16 (Designated Paid Holidays), and shall be adjusted to include the one (1) additional day.

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

Signed at Natick, Re on this day
of March 13th 2006.

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


J. (Joe) Geurts


Elizabeth S. Gogey


David Loye

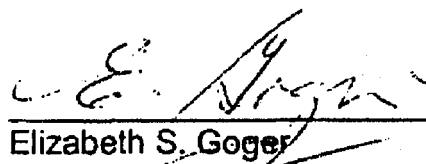

Peter Nunan

This collective agreement has been agreed to by the parties and signed at Gatineau, Quebec on this day of March 13th 2006.

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



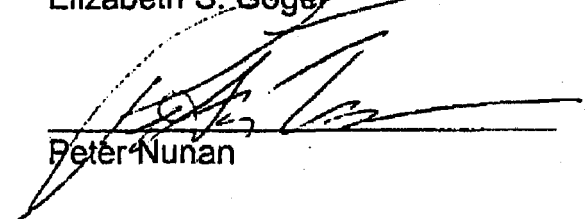
J. (Joe) Geurts



Elizabeth S. Goger



David Loye



Peter Nunan

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