

**AGREEMENT BETWEEN**



**National Gallery of Canada** **Musée des beaux-arts du Canada**

**AND**



**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA**  
**L'INSTITUT PROFESSIONNEL DE LA FONCTION PUBLIQUE DU CANADA**

Expiry date:  
September 30, 2017

**10871 (06)**

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\* identifies articles and clauses changed since the last agreement

**ARTICLE 1  
PURPOSE OF THE AGREEMENT**

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

**ARTICLE 2  
RECOGNITION**

2.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board on August 2, 1994.

**ARTICLE 3  
INTERPRETATION AND DEFINITIONS**

3.01 For the purpose of this Agreement:

- a) a “common-law” relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse;
- b) “Continuous employment” for employees hired before July 1, 1990 means all uninterrupted service with the Public Service of Canada and all uninterrupted service with the National Gallery of Canada since that time. For employees hired after July 1, 1990, “continuous service” means all uninterrupted service with the National Gallery of Canada and its affiliate museum, the Canadian Museum of Contemporary Photography.
- c) “Daily rate of pay” means an employee’s weekly rate of pay divided by five (5).
- d) “Employer” means the National Gallery of Canada.
- e) “Hourly rate of pay” means a full-time employee’s weekly rate of pay divided by thirty-seven and one-half (37 ½).
- f) “Institute” means that Professional Institute of the Public Service of Canada.
- g) “lay-off” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function;

- h) “overtime” means in the case of a full-time employee, authorized work in excess of his scheduled hours of work or in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee, but does not include time worked on a holiday;
- i) “weekly rate of pay” means an employee’s annual rate of pay divided by 52.176;

**ARTICLE 4  
OFFICIAL TEXTS**

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

**ARTICLE 5  
APPLICATION**

5.01 The content of this Agreement applies to the Institute, the employees and the Employer.

5.02 In this Agreement the masculine gender is used without discrimination and only to lighten the text.

**ARTICLE 6  
MANAGEMENT RIGHTS**

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

**ARTICLE 7  
PUBLICATIONS AND AUTHORSHIP**

7.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work.

7.02 The Employer agrees that original publications prepared by the employee within the scope of his employment, will be retained on appropriate files for the normal life of such files. The Employer will not refuse without cause authorization to publish them. At the discretion of the Employer, authorship shall be recognized as much as possible in publications.

7.03 When an employee acts as a sole or joint author or editor of an original publication his authorship or editorship shall normally be shown in the publication.

7.04 The Employer may suggest revisions to material and may withhold approval to publish an employee’s publication.

7.05 Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the employee shall not be credited publicly if he so requests.

7.06 When approval for publication is withheld, the author(s) shall be informed in writing of the reasons, if requested.

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

## **ARTICLE 8 HOURS OF WORK**

8.01 A week shall consist of seven (7) consecutive days beginning at 00:01 hours Mondays and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

8.02 The scheduled work week shall be thirty-seven and one half (37 ½ ) hours and the scheduled work day shall be seven and one half (7 ½ ) consecutive hours, exclusive of a meal period, between the hours of 7:00a.m. and 6:00p.m. The normal work week shall be Monday to Friday inclusive.

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

8.04 On request of an employee and subject to operational requirements, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one-half (7 ½ ).

8.05 On request of an employee and subject to operational requirements, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 ½ ) hours per week. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.

8.06 The implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation.

## **ARTICLE 9 OVERTIME**

9.01 When an employee is required by the Employer to work overtime he shall be compensated for each completed period of fifteen (15) minutes as follows:

- a) on his normal work day and on his first day of rest, at the rate of time and one-half (1 ½ ) for each hour of overtime worked;
- b) on his second day of rest, at double time (2);
- c) (i) on a designated holiday, compensation shall be granted on the basis of time and one-half (1 ½ ) in addition to the compensation that he would have been granted had he not worked on the designated holiday;

or

(ii) when an employee works on a holiday, contiguous to a second day of rest on which he also worked and received overtime, he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.

9.02 Overtime shall be compensated in cash except where, upon request of an employee, the Employer agrees to compensate the employee in equivalent leave with pay. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. Compensatory leave with pay not used before March 31<sup>st</sup>, will be paid for in cash at the employee's applicable hourly rate of pay.

9.03 Except in cases of emergency the Employer shall whenever possible give at least twelve (12) hours' notice of any requirement to work in overtime.

9.04 An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of up to \$12.00 on the presentation of a receipt. Reasonable time with pay shall be allowed the employee in order to take a meal either at or adjacent to his place of work.

9.05 When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in 9.04 above, the employee shall be reimbursed for one additional meal in the amount of up to \$12.00 on the presentation of a receipt.

9.06 When the employer requires an employee to be available on standby during off-duty hours an employee shall be compensated at the rate of one-half ( ½ ) hour for each four (4) hour period or portion thereof for which he has been designated as being on standby duty.



9.07 When an employee is called back to work by the Employer any time outside his normal working hours he shall be entitled to the greater of:

- a) a minimum of three (3) hours' pay at the applicable overtime rate, or
- b) compensation at the applicable overtime rate for each hour worked.

## **ARTICLE 10 DESIGNATED HOLIDAYS**

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

- a) New Year's Day,
- b) Good Friday,
- c) Easter Monday,
- d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- e) Canada Day,
- f) Labour Day,
- g) Thanksgiving Day,
- h) Remembrance Day,
- i) Christmas Day,
- j) Boxing Day,
- k) the first Monday in August or the 24<sup>th</sup> of June, and
- l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

10.02 An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay for Staff Relations Matters.

10.03 When a day designated as a paid holiday coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his day of rest.

10.04 When a day designated as a paid holiday for an employee is moved to another day, the 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 work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

10.05 Under (k), an employee shall be granted the option of alternating the first Monday of August and the 24<sup>th</sup> of June. The choice of the designated paid holiday shall be determined at the beginning of each calendar year by each employee in consultation with the supervisor. This leave must be taken and cannot be accumulated.

**ARTICLE 11**  
**LEAVE FOR SPIRITUAL OR ALTERNATIVE RELIGIOUS HOLIDAYS**

11.01 The Employer shall accommodate an employee who requests up to three (3) days leave for spiritual or alternative religious holidays of his faith by either granting:

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

11.02 Notwithstanding clause 11.01, at the request of the employee and at the discretion of the employer, time off with pay for up to three days, may be granted to the employee in order to fulfill his or her spiritual or religious obligations. The number of hours with pay so granted will be deducted first from any accumulated compensatory leave and the remaining hours will be made up within a period of six (6) months, at times agreed to by the employer and documented as such on a leave request form. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the employer

**ARTICLE 12**  
**TRAVELLING TIME**

12.01 The Treasury Board policy on travel, as amended from time to time, will continue in effect for the duration of this agreement unless amended by mutual consent of the parties.

12.02 When the Employer requires an employee to travel outside the National Capital Region for the purpose of performing duties, the employee shall be compensated in the following manner:

- a) on a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
  - b) on a normal working day on which he travels and works, the employee shall be paid:
    - (i) his regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 ½ ) hours, and
    - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 ½ ) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate in any day or fifteen (15) hours pay at the straight-time rate when travelling beyond North America,
  - c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of twelve (12) hours pay at the straight-time rate or fifteen (15) hours pay at the straight-time rate when travelling beyond North America.
- 12.03 a) An employee who is required to travel outside his or her headquarters area on employer business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one (1) additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.
- b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year.

### **ARTICLE 13 LEAVE GENERAL**

13.01 In the event of death or lay-off, an employee who has been granted more vacation or sick leave with pay than he has earned, is considered to have earned the amount of leave with pay granted to him.

13.02 The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the employee.

13.03 The entitlement year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>, inclusive. Employees will continue to have access to view their balance of leave via electronic means.

13.04 If during a period of any type of leave, an employee is granted bereavement leave, leave for family related responsibilities or sick leave with a medical certificate, upon request by the employee and approval by the Employer, the leave period shall be added to the period of leave originally planned or be credited to the employee for use at a later date.

#### **ARTICLE 14\*** **VACATION LEAVE**

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

- a) Nine point three seven five (9.375) hours per month until the month in which his third (3<sup>rd</sup>) anniversary of service occurs.
- b) Twelve point five (12.5) hours per month commencing with the month in which his third (3<sup>rd</sup>) anniversary of service occurs.
- c) Fifteen point six two five (15.625) hours per month commencing with the month in which his sixteenth (16<sup>th</sup>) anniversary of service occurs.
- d) Eighteen point seven five (18.75) hours per month commencing with the month in which the employee's twentieth (20<sup>th</sup>) anniversary of service occurs.

14.02 For purpose of this Article, continuous employment starts with the date of hiring with the Employer, except for those employees who were on staff on July 1, 1990. These employees' service with the Public Service of Canada, either continuous or discontinuous, will be counted in the calculation.

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

14.04 Employees are expected to take all their vacation leave during the vacation year in which it is earned. Where in any vacation year an employee has not taken all the vacation leave credited to him, the unused portion of his vacation leave shall be carried over into the following vacation year. Carry-over beyond one year will be allowed only under extraordinary circumstances.

14.05 The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>, inclusive.

14.06 During any vacation year, upon application by the employee and at the discretion of the Employer earned but unused vacation leave credits shall be compensated at the employee's daily rate of pay.

14.07 The Employer will make every reasonable effort not to recall an employee to work after he has proceeded on vacation leave.

14.08 Where, during any period of vacation leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs in proceeding to his place of duty, and in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled, after submitting such accounts as are normally required by the Employer.

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

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

14.11 Upon request, the Employer shall grant the employee his unused vacation leave credits prior to termination of employment if this will enable him, for purposes of severance pay, to complete the first year of continuous employment in the case of lay-off, or the tenth (10<sup>th</sup>) year of continuous employment in the case of resignation.

14.12 An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 14.11, if he requests it in writing within six months following the date upon which his employment is terminated.

14.13 In the event of the termination of employment for reasons other than death or lay-off the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to his classification on the date of termination.

14.14 Where an employee is granted bereavement leave, leave with pay because of illness in the immediate family, as defined in Article 21.01, or sick leave on production of a medical certificate, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Gallery, or reinstated for use at a later date

\*14.15 (a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1<sup>st</sup>) day of the month following the employee's second (2<sup>nd</sup>) anniversary of service, as defined in clause 14.02.

(b) The vacation leave credits provided in paragraphs 14.15 (a) and (b) above can be carried over until taken and shall be excluded from the application of clause 14.06 dealing with Liquidation of Vacation Leave.

## **ARTICLE 15 SICK/INJURY ON DUTY LEAVE**

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

15.02 An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and he has the necessary sick leave credits.

15.03 Unless otherwise informed by the Employer, a declaration signed by the employee stating that because of illness or injury he was unable to perform his duties, shall, when delivered to the Employer, be considered as meeting the requirements.

15.04 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

15.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay, sick leave with pay may, at the discretion of the Employer, 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 leave 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 or in case of termination of employment for reasons other than death or lay-off, subject to the recovery of the advance leave from any monies owed to the employee.

15.06 Sick leave credits earned but unused by an employee during a previous period of employment shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed within two (2) years from the date of lay-off.

15.07 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Worker's Compensation Board that he is unable to perform his duties because of:

- a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct,
- b) sickness resulting from the nature of his employment, or
- c) exposure to hazardous conditions in the course of his employment.

## **ARTICLE 16 BEREAVEMENT**

16.01 With respect to application for leave made pursuant to this article, the employee may be required to provide satisfactory proof of the circumstances necessitating such requests.

16.02 For the purpose of this Article, immediate family is defined as father, mother, (or alternatively stepfather, stepmother, or foster parent) brother, sister, spouse, child, (including child of spouse) stepchild or ward of the employee, grandchild, father-in-law or mother-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.

- a) When a member of the immediate family dies, an employee:
  - (i) shall be entitled to bereavement leave with pay of up to five (5) days taken within the month following the death;
  - (ii) In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b) Bereavement leave granted under this clause may be taken in two separate periods.

16.03 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of a grandparent, daughter-in-law, son-in-law, brother-in-law, sister-in-law.

16.04 It is recognized by the parties that the situations which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for or grant leave with pay in respect of persons not listed in this clause. Such request will not be unreasonably denied.

## **ARTICLE 17 MATERNITY/PARENTAL LEAVE WITHOUT PAY**

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

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

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

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

### Maternity Leave

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

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



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

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

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

#### Maternity Leave Allowance

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

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

#### Parental leave

17.09 a) Subject to clause 17.11 an employee who becomes a parent through the birth of a child (including the new-born child of a common-law spouse) shall, upon request, be granted parental leave without pay for a period of up to thirty-seven (37) weeks for EI recipients or the option of a basic plan (32 weeks) or for QPIP benefit recipients a special plan (25 weeks) beginning on the day on which the child is born.

b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for up to thirty-seven (37) weeks in the fifty-two week period beginning on the day on which the child

comes into the employee's care for EI recipients or for QPIP benefit recipients the option of a basic plan (37 weeks) or a special plan (28 weeks).

c) Subject to clause 17.11, under the QPIP plan, where an employee will have the actual care and custody of a new-born child the employee shall, upon request, be granted paternity leave without pay for up to five (5) weeks.

#### Parental Leave allowance

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

- a) up to a maximum of thirty-five (35) weeks' payment equivalent to the difference between the EI or QPIP benefits the employee is eligible to receive and ninety-three percent (93%) of his /her weekly rate of pay.
- b) Where an employee has received the full eighteen (18) weeks (basic plan) of maternity benefit or fifteen (15) weeks (special plan) and the full thirty-two (32) weeks (basic plan) or 25 weeks (special plan) of parental benefit under the QPIP and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, at ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies received during this period.

#### General

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

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

17.13 For a part-time employee the weekly rate of pay shall be the full-time weekly rate of pay multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work, according to the classification of the employee the day immediately preceding the start of the unpaid leave.

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

17.15 Should the employee fail to return to work for reasons other than death, lay off or disability or returns but fails to work for the total period specified in 17.08 and 17.10, the employee recognizes that they are indebted to the Gallery, the amount due will be calculated on a pro-rata basis as follows:

(Allowance received) X (remaining hours to be worked following the return to work)

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Total hours to be worked as specified in 17.08 and 17.10.

(ii) “Should a portion of the Supplemental Unemployment Benefit remain unpaid (article 17), the NGC will hold back any moneys due to the employee. The employee remains indebted to the NGC up to an amount sufficient to repay the debt.”

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

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

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

**ARTICLE 18**  
**LEAVE WITHOUT PAY FOR THE CARE**  
**AND NURTURING OF IMMEDIATE FAMILY**

18.01 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 or a member of the employee’s immediate family for whom the employee has care giving responsibility. Care giving responsibility is defined as prime responsibility for providing care to a member of the immediate family who is unable to live independently.

(i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement

date of such leave; unless because of an urgent or unforeseeable circumstance such notice cannot be given;

- (ii) leave granted under this clause shall be for a minimum period of four (4) weeks;
- (iii) the total leave granted under this clause shall not exceed three (3) years during an employee's total period of employment with the Employer;

18.02 In the case of a leave to provide care to a member of the immediate family who is unable to live independently, at the request of the Employer, the employee shall supply a medical certificate, attesting to the dependency of the employee's immediate family member.

18.03 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 and from the calculation of "service" for the purpose of calculating vacation leave;

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

18.05 Under exceptional circumstances, leave without pay may be granted for care giving responsibilities for non-family members permanently residing in the employee's household or with whom the employee permanently resides.

18.06 When an employee is returning to work from the leave and subject to operational requirements, the Gallery agrees to consider, should the employee so request, a return to work involving part-time work, job sharing and/or variable hours of work. Such request shall not be unreasonably denied.

## **ARTICLE 19 LEAVE WITHOUT PAY FOR PERSONAL REASONS**

19.01 Subject to operational requirements, leave without pay will be granted for personal needs, in the following manner:

- a) Leave without pay for a period of up to three (3) months will be granted to an employee for personal needs; or
- b) Leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.

19.02 An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his total period of employment with the Employer.

19.03 Leave without pay granted for more than three (3) months shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increments purposes.

**ARTICLE 20**  
**LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

20.01 At the request of an employee, leave without pay for a period up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to three (3) years to an employee whose spouse is temporarily relocated.

20.02 Leave without pay granted for more than three (3) months shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

**ARTICLE 21**  
**LEAVE WITH PAY FOR FAMILY RELATED ACTIVITIES**

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

21.02 An employee may be granted a total of up to five (5) days during any fiscal year for family related responsibilities.

**ARTICLE 22**  
**COURT LEAVE**

22.01 The Employer shall grant leave with pay to an employee for the period of time he is required:

- a) to be available for jury selection;
- b) to serve on a jury; or
- c) to attend as a witness in any proceeding held before an arbitrator or a person authorized by law to make an inquiry and to compel the attendance of witnesses before it.

22.02 The employee shall be required to remit to the Employer, any fees received for the fulfillment of these duties.

**ARTICLE 23  
EXAMINATION LEAVE**

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

**ARTICLE 24  
OTHER LEAVE WITH OR WITHOUT PAY**

24.01 At its discretion, the Employer may grant leave with pay for purposes other than those specified in this Agreement.

24.02 At its discretion, the Employer may grant leave without pay for the purposes other than those specified in this Agreement.

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

**ARTICLE 25  
PROFESSIONAL DEVELOPMENT LEAVE**

25.01 The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have opportunities to attend or participate in conferences, conventions, symposia, workshops and other gathering of a similar nature, to attend training courses and to participate in career development activities described in this Article.

Education Leave Without Pay

25.02 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted educational leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education which is needed to fill his present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

25.03 An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary equivalent to from fifty per cent (50%) to one hundred per cent (100%) of his basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the

education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

25.04 As a condition to the granting of education leave, an employee shall, if required, give a written promise prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

25.05 If the employee, except with the permission of the Employer, fails to complete the course, or does not resume employment with the Employer on completion of the course, ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course, he shall repay the Employer all allowances paid to him under this clause during the education leave or such lesser sum as shall be determined by the Employer.

25.06 The Allowance mentioned in 25.03 is not considered as salary.

#### Attendance at Conferences and Conventions

25.07 In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity periodically to attend conferences and conventions, which are related to his field of specialization, subject to operational requirements.

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

25.09 An employee shall not be entitled to any compensation under the Overtime Article nor the Traveling Time Article in respect of hours he is in attendance at or traveling to or from a conference or convention under the provisions of this clause.

#### Professional Development

25.10 The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields, to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer, or to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.

25.11 An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.

25.12 An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible.

25.13 The employee shall not be entitled to any compensation under the Overtime Article and the Traveling Time article while on professional development under this clause.

25.14 An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses, as the Employer deems appropriate.

### Sabbatical Leave

25.15 An employee who has completed eight years of continuous service with the National Gallery of Canada, may request a sabbatical leave for the purpose of research or professional development. The approval of the request will be subject to operational requirements and the approval of the topic by the Deputy Director and Chief Curator.

25.16 The period of leave will not exceed for (4) months and the employee will not be granted a sabbatical leave more than twice (2) in the employee's career with the Employer. Each period of sabbatical leave will be taken at least six years apart.

25.17 Not more than two (2) employees will be allowed sabbatical leave in any eighteen (18) month period.

25.18 An employee who has been granted a sabbatical leave and who voluntarily leaves within one year following such sabbatical shall reimburse the National Gallery of Canada, seventy-five percent (75%) of the cost of the sabbatical – (salary and benefits).

## **ARTICLE 26 LAY-OFF**

26.01 A lay-off of an employee may result when financial, administrative or legislative circumstances necessitate a redistribution of resources or the elimination of one or more positions.

26.02 If the Employer has determined that lay-off of one or more employees is required, the Employer shall inform the Institute before the notification of lay-off is to be given to affected employee(s). At the same time, the Employer shall provide to the Institute such information as is considered necessary to demonstrate the necessity for the lay-off.

26.03 An employee whose position has been declared surplus to requirements shall be given six (6) months' notice during which time, the employee will continue to receive his salary and benefits. During this period, the Employer will make every effort to redeploy



the employee to a vacant position for which he is qualified or for which he would be able to qualify with reasonable training at no cost to the employee.

26.04 The employee may request that the Employer accept his resignation before the end of his surplus period in order to receive a lump sum payment equivalent to his regular salary for the period beginning on his resignation date until his scheduled lay-off date for a maximum payment of six (6) months.

26.05 If no position has been found before the expiry of the surplus notice, the employee will receive a lay-off notice at least one month before the scheduled lay-off date. If the employee has not resigned, his name will be added to a recall list for a period of one year, during which period he is not paid.

26.06 An employee may decline to accept a vacancy in a determinate position without losing rights under this article. An employee who accepts a vacancy in a determinate position will retain the right to receive recall notice to any indeterminate vacancy, which may arise.

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

## **ARTICLE 27 SEVERANCE PAY**

27.01 Subject to clause 27.02 an employee shall receive severance benefits calculated on the basis of his weekly rate of pay under the following circumstances:

a) Lay-Off

- (i) On the first (1<sup>st</sup>) lay-off, for the first (1<sup>st</sup>) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On a second or subsequent lay-off, two (2) weeks' pay for each complete year of continuous employment, less any period in respect of which the employee was already granted severance pay.

b) Death

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 partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay shall be paid to the employee's estate.

c) Release for Incapacity

When, in the opinion of the Employer, an employee is incapable of performing the duties of the position he occupies and his employment is terminated, he shall be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) week's pay.

27.02 Severance benefits payable to an employee under this Article shall be reduced by any amount of termination benefits already granted to the employee. Under no circumstances shall the maximum severance pay provided in this article be pyramided.

For the greater certainty, payments made pursuant to 27.03 – 27.06 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

27.03 Severance Termination

Subject to 27.02 above, indeterminate employees on March 13, 2012 shall be entitled to a severance payment equal to 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.

27.04 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) As a single payment at the rate of pay of the employee's substantive position as of the date of signing the collective agreement
- (b) As a single payment at the time of the employee's termination of employment based on the rate of pay of the employee's substantive position at the date of termination of employment, or
- (c) As a combination of (a) and (b), pursuant to 27.05 (c).

### 27.05 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment not later than the day of signing of the collective agreement
- (b) The employee shall advise the Employer of the term of payment option selected no later than 90 days after the signing of the collective agreement
- (c) The employee who opts for the option described in 27.04 (c) must specify the number of complete weeks to be paid out pursuant to 27.04 (a) and the remainder shall be paid out to 27.04 (b).
- (d) An employee who does not make a selection under 27.05 (b) will be deemed to have chosen option 27.04 (b).

### 27.06 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the PIPSC bargaining unit from a position outside the PISPC bargaining unit where, at the date of appointment, provisions similar to those in clauses 27.01 (b) and (c) of the previous collective agreement, are still in force, unless the appointments is only on an acting basis.

- (a) Subject to 27.02 above, on the date an indeterminate employee becomes subject to this Agreement after the day of signing, he or she shall be entitled to severance payment equal to 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, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) An employee entitled to severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 27.04 however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- (c) An employee who does not make a selection under 27.06 (b) will be deemed to have chosen option 27.04 (b).

## **ARTICLE 28 STATEMENT OF DUTIES**

28.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his position, the classification level, the

point rating allotted by factor where applicable, the rational as well as organization chart depicting the position's place in the organization.

## **ARTICLE 29 IMMUNIZATION**

29.01 The Employer shall provide the employee with immunization against contagious diseases where there is a risk of incurring such diseases in the performance of his duties.

29.02 This immunization shall be on a voluntary basis.

## **ARTICLE 30 TECHNOLOGICAL CHANGE**

30.01 The parties have agreed, in cases where as a result of a technological change the working conditions of the employment security of an employee are affected during the life of this agreement, to meet at least thirty days before the expected date of the change to negotiate, solutions to the problem raised by the technological change. Should the parties not agree on the measures to be taken, they agree to defer the problem to a third party chosen with the consent of both parties so that the problem can be settled in a definitive way by mediation/arbitration.

## **ARTICLE 31 HEALTH AND SAFETY**

31.01 Part II of the Canada Labour Code will apply to this Collective Agreement and the parties of this agreement must respect them. The Employer will welcome the suggestions made by the Institute on this subject.

## **ARTICLE 32 CHECK-OFF**

32.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.

32.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

32.03 Deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

32.04 The amounts deducted in accordance with this article, shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

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

32.06 The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.

32.07 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

### **ARTICLE 33 USE OF EMPLOYER FACILITIES**

33.01 Reasonable space on the bulletin boards including electronic bulletin boards will be made available to the Bargaining Agent for the posting of official notices, in convenient locations determined by the Employer and the Institute. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information, which he considers adverse to his interests or to the interests of any of his representatives.

### **ARTICLE 34 INFORMATION**

34.01 The Employer agrees to supply the Institute, when changes occur, with a list containing the following information;

- Name and level
- New employees
- Date of appointment of new employees
- Leaves, except annual leave and sick leave
- Lay-offs
- Struck off Strength (SOS) with reasons

34.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and will do so within 30 days of the signing of this Agreement.

34.03 Each new employee shall receive a copy of the Collective Agreement and a notice, to be supplied by the Institute, telling the employee how to contact the Institute.

34.04 The Institute shall inform the Employer promptly and in writing of the names of its representatives and of any subsequent changes.

**ARTICLE 35**  
**LEAVE FOR STAFF RELATIONS MATTERS**

35.01 When operational requirements permit, the Employer will grant leave with pay:

- a) to an employee who represents the Bargaining Agent in an application for certification or in an intervention, and
- b) to an employee who makes personal representations with respect to a certification

35.02 When operational requirements permit, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Bargaining Agent, and the Executive Board meetings of the Bargaining Agent and conventions of the Bargaining Agent.

35.03 When operational requirements permit, the Employer will grant a maximum of thirty (30) working days in total to a reasonable number of employees for the purpose of attending preparatory and contract negotiation meetings on behalf of the Bargaining Agent.

35.04 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

35.05 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Bargaining Agent to undertake training related to the duties of a representative.

**ARTICLE 36**  
**CONTRACTING OUT**

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

**ARTICLE 37**  
**STRIKE OR LOCK OUT**

37.01 There shall be no strike or lock-out during the life of this agreement

**ARTICLE 38**  
**GRIEVANCE PROCEDURE**

38.01 The parties to this Agreement share the desire to settle in an equitable and timely fashion, grievances as they present themselves and are committed to following the process of conflict resolution described below.

Grievance Procedure

38.02 An employee who believes that he/she has a grievance may discuss and attempt to settle it with the immediate supervisor, with or without an Employee Representative, as the employee may elect.

38.03 An employee who feels that he has been treated unjustly or considers himself aggrieved is entitled to present a grievance in the manner prescribed, except that where the grievance relates to the interpretation or application of this Collective Agreement or an arbitral award, the employee is not entitled to present the grievance unless he has the approval of and is represented by the Institute.

38.04 Subject to 38.03, an employee has the right to present a grievance in writing to the first level of the grievance procedure at any time within fifteen (15) working days from the date he was informed (or otherwise became aware) of the decision, situation or circumstance that is the subject of the grievance. The time limits to present a grievance may be extended by mutual consent of the parties. The employee will be represented by a member, steward or officer of the Institute.

- a) An employee will present his grievance to the Director of Human Resources.
- b) The decision of the Gallery at step one will be given in writing.
- c) Grievances not resolved at step one within a period of ten (10) working days may be referred to step two.

38.05 An employee is granted the right to present a grievance at the second step of the grievance procedure provided within ten (10) working days from the date he received or should have received a decision. This step in the grievance procedure will be handled by the Director/Deputy Director and Chief Curator. The grievance will normally be heard at step two within fifteen (15) working days from the presentation at step 2. A written decision shall be rendered within fifteen (15) working days after the date of the hearing.

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

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

#### Discharge

38.08 The Employer will notify the Institute of any immediate discharge of an employee.

38.09 When the Employer discharges or suspends an employee for more than two weeks, the grievance procedure will apply except that the grievance shall be presented at step two (2).

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

38.11 Where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the Institute may, on behalf of any or all of the employees in the bargaining unit, present a grievance at any step in the grievance procedure. This will also apply to a grievance by the Bargaining Agent.

38.12 The time limits stipulated in this procedure may be extended in writing by mutual agreement between the Employer and the employee, and where appropriate the Institute's representative.

#### Arbitration

38.13 If the Employer's reply to the grievance at the final level of the procedure is not acceptable, the Institute may refer this matter to arbitration in writing within twenty (20) days of receipt of the final level answer.

38.14 The parties can agree to refer the matter to an Arbitration Board and the terms will be defined by the parties.

38.15 Where the parties have agreed to a sole arbitrator, the sole arbitrator shall be considered an arbitration board for the purposes of this article. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson governs.

38.16 The Board shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages. However the Board may nevertheless determine whether an employee has been dismissed or suspended for other than proper cause. In which case, the Board



may direct the Gallery to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal or suspension.

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

38.18 Classification Grievance

- a) The duties and responsibilities forming the basis of a classification grievance must be those assigned and performed at the time the decision to grieve was made.
- b) In addition to the job description, evidence as to the duties actually performed would be relevant and admissible evidence. However, any disagreement between the employee and the authorized supervisor concerning the duties assigned must be identified in the classification grievance proper.
- c) The employee will discuss the classification of his/her position with a management representative who is knowledgeable in classification, and with an Institute representative, before presenting a classification grievance.
- d) Information relevant to the grievance, such as the job description, evaluation and rationale, changes in the duties and statements made by the supervisor or the employee, shall be exchanged prior to a final hearing, for the purpose of informal discussion with classification personnel of both parties, if requested.

38.19 When a grievance that may be presented for arbitration by an employee concerns the interpretation or the application of this agreement or an arbitral decision, the employee does not have the right to present the grievance to arbitration unless the Institute states in writing:

- a) its approval to send the grievance to arbitration and
- b) its agreement to represent the employees in the arbitration process.

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

**ARTICLE 39**  
**JOINT CONSULTATION**

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

39.02 There shall be a Joint Institute Management Consultation Committee (JIMCC) comprised of representatives from both management and employees.

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

39.04 The JIMCC will not have the power to alter any provision of the Collective Agreement.

**ARTICLE 40**  
**STANDARDS OF DISCIPLINE**

40.01 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

40.02 The Employer shall notify the representative of the Bargaining Agent that such suspension has occurred.

40.03 Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. When practicable, the employee shall be given a minimum of three (3) days' notice.

40.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing or within a reasonable time thereafter.

40.05 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.

**ARTICLE 41**  
**PART-TIME EMPLOYEES**

41.01 Part-time employee means a person whose normal hours of work are less than thirty-seven and one half (37 ½ ) hours per week.

41.02 Subject to Article 48, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

41.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to seven and one half (7 ½ ) hours per day or thirty-seven and one half (37 ½ ) hours per week.

41.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked 5 days and thirty-seven and one half (37 ½ ) hours per week.

41.05 Leave will only be provided during those periods in which employees are scheduled to perform their duties or where it may displace other leave as prescribed by this Agreement.

41.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four point two five (4.25%) per cent for all straight-time hours worked during the period of part-time employment.

41.07 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, the employee shall be paid at time and one-half (1 ½ ) of the straight-time rate of pay for all hours worked.

41.08 A part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

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

- a) when the entitlement is nine point three seven five (9.375) hours a month, one quarter (¼) of the hours in the employee's work week per month;
- b) when the entitlement is twelve point five (12.5) hours a month, one third (1/3) of the hours in the employee's work week per month;
- c) when the entitlement is fifteen point six two five (15.625) hours a month, five-twelfths (5/12) of the hours in the employee's work week per month;

- d) when the entitlement is eighteen point seven five (18.75) hours a month, one half (½) of the hours in the employee's work week per month.

41.10 A part-time employee shall earn sick leave credits at the rate of one-quarter (¼) 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.

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

41.12 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.

41.13 Notwithstanding the provisions of Article 27 (Severance Pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full-time and part-time employment the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay for layoffs and death shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time portions shall be multiplied by the full-time weekly pay of rate for the appropriate group and level to produce the severance pay benefit.

41.14 The weekly rate of pay referred to in 42.13, shall be the weekly rate of pay to which the employee is entitled for the classification prescribed immediately prior to the termination of his employment.

## **ARTICLE 42 EMPLOYEE APPRAISAL AND EMPLOYEE FILE**

42.01 An appraisal of an employee's performance means any written assessment by a supervisor of how well the employee has performed his assigned tasks during a specific period in the past.

42.02 The Employer shall make a formal assessment of an employee's performance at least once a year. The employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to him at that time and a copy will be placed on the employee's file.

42.03 The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated. Without in any way

restricting the right of the Employer to discipline an employee in no case will the evaluation document by itself, be used to discipline the employee.

42.04 An employee has the right to make written comments to be attached to the performance review form.

42.05 Twice a year, an employee's personal file shall be made available, upon request, in the presence of an authorized representative of the Employer. Only information known to the employee will be placed in the employee file. Upon request, a copy of any material in this file shall be given to the employee at that time.

**ARTICLE 43**  
**RESTRICTION CONCERNING OUTSIDE EMPLOYMENT**

43.01 Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer. However prior to engaging in employment, an employee will notify the Employer in writing of any outside employment opportunities which may be curatorial, museological, or art historical in nature. The Employer will inform the employee, within 7 days, if a conflict of interest exists between the proposed employment and the official duties of the employee.

**ARTICLE 44**  
**PROBATION PERIOD**

44.01 A new employee will be considered on probation of up to nine (9) months effectively worked. Employment during probation will be credited to the employee for the calculation of continuous employment.

**ARTICLE 45**  
**STAFFING**

45.01 Employees who are surplus and who are still on a priority list, will be considered for position either at their level or at a lower level, for which they qualify before the position is posted. The Employer will inform these employees of the vacancy in writing by sending a letter either by registered mail or by courier at their last known address.

45.02 The Employer shall post an internal notice of the position for a minimum of six (6) working days.

45.03 Employees who are laid-off and who are still on the priority list, have the right to compete for positions at a higher level, which are posted.

45.04 The notice of the posting referred to above shall contain the following information based on the position description:

- a) classification level
- b) duties of the position
- c) qualifications required
- d) salary scale
- e) closing date for receipt of applications

45.05 The position requirements, as determined by the Employer, shall be relevant to the position.

45.06 Vacancies shall be filled according to merit. "Merit" means that the best person possible will be appointed to the position.

45.07 The name of the successful candidate shall be communicated in writing to unsuccessful candidates at least five (5) working days before the appointment. Upon request, the reason for their non-selection will be given to them in writing.

45.08 If an employee wishes to be considered for a vacancy, which may be posted during any leave of absence, he shall notify the Employer of his interest and will provide a point of contact.

45.09 Vacancies for less than nine (9) months will not necessarily be posted.

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

## **ARTICLE 46 HARASSMENT/DISCRIMINATION**

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

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

46.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with harassment or discrimination. The selection of the mediator will be by mutual consent and the cost will be shared between the parties.

## **ARTICLE 47 INSURANCE PLANS**

47.01 The following Group Insurance Plans and their amendments are considered part of this Agreement and are considered as such:

- the Public Service Dental Care Plan;
- the Public Service Health Care Plan; and
- the Public Service Disability Plan.

47.02 It is understood that the existing proportions of employee to Gallery cost sharing arrangements at the signing of this Agreement will be maintained.

47.03 Notwithstanding the above, in accordance with the Museums Act, eligible employees will be covered by the Public Service Superannuation Act, Part II, which covers the Supplementary Death Benefit.

47.04 The eligibility to these Plans will be determined by the Administrators of each of the Plans and subject to appeal at the appropriate National Joint Council/Treasury Board committee if such an appeal process exists.

## **ARTICLE 48\* PAY ADMINISTRATION**

48.01 An employee is entitled to be paid for services rendered at the pay specified in Appendix "A" for the classification of the position to which the employee is appointed.

48.02 No payment or notification shall be made for one (\$1.00) or less.

\*48.03 A service pay increase of two point two five percent (2.25%) will be paid to an employee once every year on the anniversary date of hiring or promotion. This increase is based on the employee's performance appraisal. No increase within the pay range will be given for an appraisal that is less than satisfactory. In the absence of an appraisal, performance shall be deemed satisfactory.

48.04 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least fifteen (15) days, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

48.05 A reclassification is a change in the level of a position resulting from a review or audit.

48.06 If a position is reclassified to a level having a higher attainable maximum rate of pay, the rate of pay shall be determined by applying the promotion or transfer rules unless specified otherwise in the collective agreement or pay plan.

48.07 If a position is reclassified to a level having a lower attainable maximum rate of pay, the employee shall retain the rates of pay of the former level until the maximum of the new level reaches the salary being paid to the employee. Meanwhile, the economic increase mentioned in Appendix "A" will be paid to the employee in a lump-sum.

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

48.09 Where the rates of pay set forth in Appendix "A" of this Agreement have an effective date prior to the date of the signing of this Agreement, the retroactive period shall apply to employees, former employees or in the case of death, the estate of former employees who were members of the bargaining unit identified in Article 2 of this Agreement during the retroactive period.

48.10 In order for former employees or, in the case of death, for the estate of the former employee to receive payment in accordance with the above, the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases.

## **ARTICLE 49 AMENDMENTS TO AGREEMENT**

49.01 This agreement may be amended by mutual consent during its present term.



**ARTICLE 50  
DURATION**

50.01 Unless otherwise expressly stipulated in the text, the provision of this Collective Agreement shall become effective October 1, 2014 and expire on September 30, 2017.

National Gallery of Canada

Professional Institute of the  
Public Service of Canada

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Marc Mayer  
Director & CEO

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Debi Daviau  
President

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Paul Lang  
Deputy Director & Chief Curator

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Lyne Morin  
Negotiator, PIPSC

---

Sylvie Sarault  
Director, Human Resources

---

Charles Hill  
Curator

---

Sylvain, Bordeleau  
Manager, Human Resources

---

Erika Dolphin  
Assistant Curator

---

Carole Piette  
Legal Counsel  
Emond Harnden

---

Jonathan Shaughnessy  
Associate Curator

SIGNED AT OTTAWA, this \_\_\_\_\_  
Day of the month of \_\_\_\_\_