

Collective Agreement

between
the Canada Council for the Arts
and
the Public Service Alliance of Canada

Expiry date: JUNE 30, 2026



Canada Council Conseil des arts
for the Arts du Canada



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PREAMBLE

The Union and the Council agree with the following territorial land acknowledgement:

The Canada Council for the Arts acknowledges that our offices, located in Ottawa, are on the unceded, unsundered Territory of the Anishinaabe Algonquin Nation whose presence here reaches back to time immemorial.

The Council recognizes the Algonquins as the customary keepers and defenders of the Ottawa River Watershed and its tributaries. We honour their long history of welcoming many Nations to this beautiful territory and uphold and uplift the voice and values of our Host Nation.

Further, the Council respects and affirms the inherent and Treaty Rights of all Indigenous Peoples across this land. The Council has and will continue to honour the commitments to self-determination and sovereignty we have made to Indigenous Nations and Peoples.

The Council acknowledges the historical oppression of lands, cultures and the original Peoples in what we now know as Canada and fervently believes the Arts contribute to the healing and decolonizing journey we all share together.

This land acknowledgement was developed by members of the Algonquin community and we thank them for their generosity and collaboration.

ARTICLE 1: PURPOSE AND SCOPE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Canada Council, the Union 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 of this Agreement recognize the mission and the core values of the Council. Working together to fulfil this mission, the parties share a desire to improve the quality of the Council's services to clients, to maintain professional standards and to promote the well-being of the Council, and the well-being and job satisfaction of its employees. 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. In administering this agreement, the parties will work together and exhibit mutual trust, understanding, sincerity, and co-operation. Should differences or misunderstandings occur, the parties will resolve them promptly through full and open discussions within the terms of the appropriate dispute resolution process.

ARTICLE 2: INTERPRETATIONS AND DEFINITIONS

- 2.01 For the purposes of this Agreement:
 - (a) **Bargaining unit** means the employees of the Council described in Article 4 of this Agreement;
 - (b) **Continuous employment** means uninterrupted employment with the Canada Council. This service shall be credited to the employee and will continue to accrue, along with additional service with the Council;
 - (c) **Council** means the Canada Council as established under the *Canada Council Act*;
 - (d) **Date of signing** means the date as referenced on the signature page to this Agreement;

- (e) **Day** means a calendar day unless otherwise specified;
- (f) **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 their position other than by reason of **their** being on leave;
- (g) **Employee** means a person who is a member of the bargaining unit as defined in Article 4 and shall include:
 - i) **Regular full-time employee** means an indeterminate employee who regularly works 37.5 hours per week on average;
 - ii) **Regular part-time employee** means an indeterminate employee who regularly works less than 37.5 hours per week;
 - iii) **Term employee** means an employee hired for a defined period of at least six (6) months duration;
 - iv) **Casual employee** means an employee who is hired for a defined period of less than six (6) months, or is assigned work on an intermittent basis;
- (h) **Leave year** means the period from April 1 to March 31;
- (i) **Local** means Local 70409 of the Union;
- (j) **Membership dues** means the dues established by the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, or special levy;
- (k) **Parties** means the Canada Council and the Union;
- (l) **Partner** means the legal spouse or common law partner (with whom the employee has resided for one year and has represented as their partner);
- (m) **Union** means the Public Service Alliance of Canada;
- (n) **Union Representative** : an employee appointed by the Union pursuant to Article 7;
- (o)
 - i) **Weekly rate of pay** means the employee's annual rate of pay divided by 52.176;
 - ii) **Daily rate of pay** means the employee's weekly rate of pay divided by 5;
 - iii) **Hourly rate of pay** means the employee's daily rate divided by 7.5.
- (p) **Immediate Family** means parents or step-parents, sibling or step-siblings, partner, child (including foster child or ward of the employee, or child of legal or common-law partner), parents in law, foster parent, grandchild, grandparent, a person who stands in the place of an immediate family member for the employee whether or not there is any degree of consanguinity between such person and the employee, or any relative permanently residing in the employee's household or with whom the employee permanently resides, as well as non-relative caregivers.

- (q) **Meaningful Consultation:** means that the Council shall consult with the Union in a timely manner prior to any contemplated changes to the working conditions, policies and procedures. It is understood that such consultation shall be conducted in a meaningful manner, shall be ongoing, constructive, and ensure that both Parties can raise issues and understand that their involvement is valued.
- (r) **Remote Work** means a flexible work arrangement whereby the employee has a written and signed agreement to carry out all of their work duties away from the designated workplace.
- (s) **Telework** means a flexible work arrangement whereby the employee carries out some or most of their work duties away from the designated workplace. Telework can be full-time, occasional or hybrid.

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

ARTICLE 3: APPLICATION

3.01 The provisions of this Agreement apply to the Union, the employees, and the Council.

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

ARTICLE 4: RECOGNITION

4.01 The Council recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for the employees as described in the Canada Labour Relations Board Order dated April 30, 2008 for *Support Staff* as well as the exclusive bargaining agent for the employees as described in the Canada Labour Relations Board Order dated February 19, 1997 for *Professional Staff* and amended to read as follows:

All employees of the Canada Council for the Arts, *excluding* employees in Human Resources and Organizational Development; employees whose substantive jobs are classified at the senior manager level (CC-10 and EX); Administrative Coordinator and Assistant to the Secretary-General for CCUNESCO; Executive Assistant to the Director and CEO; Manager, Administrative and Security Services; Security Coordinator; Senior Administrative Assistants reporting directly to a Director General or a Chief; Access to Information and Privacy Coordinator; Lead, IM Client Services; Lead, Information Management Technology Operations; IM Compliance, Retention and Disposition Technician; IM Systems Specialist; IM Analyst; Financial Data Analyst; Procurement Specialist; Senior Finance Officer; Senior Accounting Assistant; Strategic Financial Analyst; Manager and Executive Secretary Public Lending Right Program; Administrative Coordinators, Arts Granting Programs Division; and those subject to existing certification orders.

4.02 The Council agrees that there shall be no intimidation or discrimination towards any employee by reason of their membership in the Union and the Union agrees that there shall be no intimidation or discrimination on its part towards any employee or the Council.

ARTICLE 5: MANAGEMENT RIGHTS

5.01 The Union recognizes the right of the Council to operate and manage the affairs of the Canada Council in all respects.

- 5.02 The right to hire, manage the workforce and to maintain order and efficiency is the exclusive responsibility of the Council provided there is no conflict with the terms of this Agreement.
- 5.03 The Council agrees to exercise its managerial rights and functions in a manner that is fair, reasonable and consistent with this Agreement.
- 5.04 All the functions, rights, powers and the authority which the Council has not specifically abridged or modified by this agreement are recognized by the Union as being retained by the Council.
- 5.05 The Council and the Union agree that this document embodies all agreements that exist between them and that any term, condition, or matter affecting Council-employee relations not specifically relinquished or released in this contract, is hereby reserved and exclusively vested in the Council.

ARTICLE 6: CHECK-OFF

- 6.01 The Council will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit, and remit the amount to the Union in accordance with Clause 6.06.
- 6.02 The Union shall inform the Council in writing of the authorized monthly deduction to be checked off for each employee in the bargaining unit. It is the responsibility of the Union to provide reasonable notice to its members and the Council in advance of any change in its monthly dues. The Council will not retroactively collect dues.
- 6.03 Deductions for Union dues shall only be made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay period to permit deductions, the Council shall not make such deductions from subsequent salary.
- 6.04 No trade union, other than the Union, shall be permitted to have membership dues and/or other amounts deducted by the Council from the pay of employees in the bargaining unit while the Union remains the certified bargaining agent for the employees in the bargaining unit.
- 6.05 For the purpose of applying Clause 6.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.
- 6.06 The amounts deducted in Clause 6.01 shall be remitted to the Comptroller of the Union by cheque within thirty (30) days after deductions are made and shall be accompanied by particulars identifying:
- a) names of all employees for whom deductions have been made;
 - b) the deductions made on each employee's behalf; and
- 6.07 The Council agrees to set out the amount of Union dues paid by each Union member on their T-4 slip.

ARTICLE 7: UNION REPRESENTATIVES

- 7.01 The Council acknowledges the right of the Union to appoint employees as representatives.
- 7.02 The Union shall determine the areas of jurisdiction of each representative, having regard to the Council's plan of organization and the distribution of employees.

- 7.03 The Union shall provide the Council with a list of the names of its Union Representatives, their positions, and any limitations on their authority, and will inform the Council of any revision to the list that may be made from time to time. The Council shall provide the Union, upon request, with a list of employees representing the Council at the various levels of the grievance process.
- 7.04 The Council agrees that, given reasonable notice to the Council by the Union, a Union Representative may be allowed to access the work premises for the purposes of investigating a grievance or complaint by an employee or the Union.
- 7.05 A duly accredited non-employee representative of the Union may be permitted access to the Council's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Council. Permission to enter the premises shall, in each case, be obtained from the Council.

ARTICLE 8: TIME OFF FOR UNION BUSINESS

- 8.01 A Union representative appointed under Article 7 and whose name has previously been remitted to the Council shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the Union during their regularly scheduled work hours:
- a) investigating a grievance or complaint of an urgent nature;
 - b) meeting with management to deal with a grievance;
 - c) attending a meeting of the Labour Management Relations Committee under Article 33, or any other meeting called by management.
- 8.02 A Union Representative shall obtain the permission of their immediate supervisor before leaving their work area to carry out any of the responsibilities listed in Clause 8.01, which permission shall not be unreasonably withheld.
- 8.03 An employee shall not suffer any loss of pay as a result of meeting with Management to deal with a grievance during their regularly scheduled hours.
- 8.04
- a) **Contract Negotiation Meetings**
The Council will grant leave without pay to four (4) employees (two from between levels CC-1 to CC-6 and two from between levels CC-7 and CC-9) to attend contract negotiation meetings on behalf of the Alliance. The Union will make every reasonable effort to ensure that no more than one (1) employee on the collective bargaining team is from the same organizational unit.
 - b) **Preparatory Contract Negotiation Meetings**
When operational requirements permit, the Council will grant leave without pay to a reasonable number of employees for the purpose of attending meeting in preparation for contract negotiation on behalf of the Alliance. For administrative purposes, the Council will continue to pay the employee and the Alliance will reimburse the Employer for the salary costs of the employee within thirty (30) days of receiving the request for payment from the Council.
- 8.05 Where operational requirements permit, the Council will grant leave without pay to employees to undertake training for the purpose of tending to Union business or attendance at conferences or seminars. Such leave will not be unreasonably withheld.
- 8.06 The Council will grant leave without pay to an employee who is elected or appointed to a full time position in the Union, or affiliated organizations of the Union, for a period of not more than

three (3) years. Leave granted under this clause will be renewed at the request of the affected employee. The Union agrees to provide the Council with one month's prior written notice of the commencement and termination of this leave.

ARTICLE 9: INFORMATION

- 9.01 The Council agrees to supply the Local with the name, classification and location of each new employee as they are hired. The Local will also be provided with the names of employees who resign, or who have been terminated or laid off.
- 9.02 At the time an employee commences their employment, the Council shall provide the employee with the name of their union representative and a copy of the collective agreement as provided by the Union.
- 9.03 The costs of translating the Agreement shall be shared by the Council and the Union.
- 9.04 The parties will be responsible for printing the copies of the Collective Agreement for their own use.
- 9.05 If a letter of understanding is signed by the parties interpreting or modifying this Agreement, a copy shall be provided to each employee. The cost of copying shall be in accordance with Clause 9.04.
- 9.06 The Council will provide the Local and the Union with an electronic copy of the Collective Agreement.

ARTICLE 10: USE OF EMPLOYER FACILITIES

- 10.01 The Council agrees to provide bulletin boards in locations that are accessible to all bargaining unit members for the exclusive use of the Union. Such space shall be available by electronic means. The Council shall have the right to require the removal of any notice, which it considers adverse to its interests or the interests of its representatives.
- 10.02 The Council agrees to make boardrooms available for the Local's use without charge. The Local will reserve boardrooms in accordance with the policies and practices established for normal usage of the boardroom. The Council reserves the right to displace the Local from a reserved boardroom or to cancel a reservation upon providing reasonable notice.
- 10.03 The Union shall be allowed free access to the internal e-mail system for the purposes of legitimate union activity. The Council may discontinue such privileges to any individual who transmits information which the Council considers adverse to its interests or the interests of its representatives.
- 10.04 The Employer will provide an electronic space and a secure filing cabinet for the Union Local's sole and exclusive use, that would be designated as "the Union Space" and agrees to allow the Union Executive the use of a photocopier for the reasonable requirements of the Local.

ARTICLE 11: NO DISCRIMINATION OR HARASSMENT

- 11.01 For the purpose of this Article:
 - a) The parties may, by mutual agreement, use a mediator in an attempt to settle a grievance dealing with discrimination or harassment. The selection of the mediator will be by mutual agreement.

- b) It is understood that allegations of discrimination or harassment shall be dealt with promptly, confidentially and thoroughly.
- c) The work environment includes the Employer's location as well as any other premises at which the employee is required to work, including any physical and virtual place where an employee is engaged in work for the Employer, as per the *Canada Labour Code*, Part II. For further clarity, the Council is responsible only for the conduct of its employees.
- d) Council shall have a responsibility to investigate and address harassment and discrimination towards employees, including between an employee and a client, an external consultant, or any individual when there is a connection to the workplace or employment conditions.

11.02 The parties acknowledge that all employees and the Council are entitled to work in an environment free from harassment and discrimination on the basis of the grounds set out below:

- a) ancestry, including colour, race and genetic characteristics
- b) national or ethnic origin
- c) linguistic background
- d) religion or creed
- e) age
- f) gender, gender identity and expression
- g) sexual orientation
- h) physical or mental disability
- i) criminal conviction for which a pardon was granted or a record suspended
- j) political belief, political association or political activity
- k) marital or family status
- l) union membership

11.03 The Council and the Union recognize their joint duty to accommodate employees with disabilities in accordance with the provisions of the *Canadian Human Rights Act* and the *Canada Labour Code*.

11.04 An employee who believes that they have been treated contrary to this Article may file a grievance under Article 21 of the Agreement. Where the person designated to hear the grievance on the Council's behalf is the subject of the complaint, the Council will designate an alternate to hear and respond to the grievance at that level.

11.05 All employees have the right to enjoy a harassment-free workplace.

- a) Harassment comprises any objectionable act, comment or display that demeans, belittles, or causes personal humiliation or repeated embarrassment, and any act or intimidation or threat that a reasonable person should have known or ought to have known would be unwelcome. It includes, but is not limited to, harassment within the meaning of the *Canadian Human Rights Act*.

Harassment is normally a series of incidents but can be one serious incident that has a lasting impact on the individual.

- b) Abuse of authority is a form of harassment that occurs when an individual improperly uses the power and authority inherent in the position held to endanger an employee's job, undermine an employee's ability to perform their job properly, threaten the economic livelihood of the employee, or in any way interfere with or influence the career or career aspirations of such an employee. It includes such acts of misuses of power as intimidation, humiliation, threats, blackmail, coercion, isolation or deprivation of information.
- c) Sexual Harassment is a form of harassment defined by the *Canada Labour Code* as any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense or humiliation to any employee; or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

The Council recognizes that sexual harassment may be experienced by persons of all gender identities including women, men, trans, non-binary, two-spirit, genderqueer, agender, and other gender identities.

- 11.06 In the event of a complaint under this Article, the Council agrees to follow the policies and procedures of the Council's Policy on Prevention and Resolution of Discrimination and Harassment in the Workplace, as amended from time-to-time, and following meaningful consultation with the Union.
- 11.07 The Joint Occupational Health and Safety Committee may make recommendations to the Council on the monitoring and developing of health and safety related prevention strategies or procedures to reduce the risk of abuse of staff.

ARTICLE 12: HOURS OF WORK

12.01

- (a) The normal work week shall be thirty-seven and one-half (37.5) hours from Monday to Friday inclusive and the work day shall be seven and one-half (7.5) consecutive hours, (exclusive of a 45 minute lunch period) between the hours of 8:45 a.m. and 5:00 p.m.
- (b) Notwithstanding Article 12.01(a), provided that such scheduling will not interfere with the efficient operation of the Council, an employee shall have the right to select and request flexible, compressed or staggered hours between 7:00 am and 6:00 pm and such request shall not be unreasonably denied. It is understood that a compressed work schedule shall be in accordance with the Compressed Work Week Guidelines.
- (c) Any work in excess of (a) above, or the first 7.5 hours worked on Saturdays shall be banked at the rate of time and one half. Hours worked in excess of 7.5 hours on Saturday shall be banked at double time. All hours worked on Sunday shall be banked at the rate of
 - i. Time and one half if the employee did not work on Saturday
 - ii. Double time if the employee worked at a minimum of 7.5 hours on Saturday.
- (d) Subject to operational requirements, employees shall have the right to request to carry out regularly assigned work duties away from the Council's premises. The Council shall not unreasonably deny such requests.

- 12.02 The Council will provide two (2) rest periods of fifteen (15) minutes per each full working day.
- 12.03 Nothing in this Article shall be construed as guaranteeing an employee minimum or maximum hours of work.
- 12.04 The Council shall not, except in extraordinary circumstances, require an employee to work more than two (2) consecutive weekends.
- 12.05 The Council shall reimburse, up to a limit of ten dollars (\$10) per hour, sixty dollars (\$60) per day, per family, an employee who is the parent of children under the age of twelve (12) for the cost of substitute child care, when the employee is required by the Council to work evenings and weekends, upon presentation of a receipt. This reimbursement shall not be paid for a member of the employee's immediate family.
- 12.06 Meal allowance
- a) The Council shall reimburse a meal allowance as per the Treasury Board meal rates for lunch and/or dinner when employees are required to attend luncheon or dinner meetings in the course of carrying out their duties. This payment will not apply if meals are provided.
 - b) The Council shall reimburse a meal allowance as per the Treasury Board meal rates for lunch and/or dinner when a *Support Staff* employee undertakes off site installation within the NCR over the lunch or dinner period in the course of carrying out their duties. This payment will not apply if meals are provided.
- 12.07 Late-Hour Premium
- When Council requires an employee to undertake art installations, the employee shall receive a late-hour premium of three dollars (\$3) per hour for each hour worked before 7 a.m. and after 6 p.m. The late-hour premium shall not apply to overtime hours. For greater clarity, there shall be no pyramiding of premiums.

ARTICLE 13: OVERTIME

- 13.01 Overtime means authorized work performed in excess of an employee's scheduled hours of work. To be eligible for overtime compensation, an employee must have been directed to work, or have had their Manager's prior agreement to work the overtime.
- 13.02 Except in cases of emergency, call-back or mutual agreement with the employee, care will be taken by supervisors to give sufficient notice to an employee when requesting that they work overtime, to allow the employee time to make personal arrangements.
- 13.03 An employee who has been called back to work by their Manager is entitled to claim a minimum of four (4) hours at the straight time rate, when the time worked is less than four (4) hours. For the purposes of this Article, a call-back is defined as occurring where an employee is required to return to duties after either the completion of their regular hours and after having departed from work, or on a day where the employee was not otherwise scheduled to work.
- 13.04 Employees are entitled to be compensated for pre-authorized overtime worked. Overtime may be compensated by pay or by taking Compensatory Leave. It is the employee's duty to indicate to their Manager the way they wish to be compensated and in the event of Compensatory Leave, when they wish to take the Leave.

13.05 Overtime Compensatory Leave

- (a) Compensatory leave is accrued at the same rate as overtime pay.
- (b) Compensatory leave not utilized by the end of the calendar year may be carried over to the next calendar year, to a maximum of five (5) regular working days (thirty-seven and one-half [37.5] hours). Accrued leave in excess of this amount, or all accrued compensatory leave upon request, shall be paid out in accordance with Council policy as soon as possible in the new calendar year, but no later than March 31st of that year.
- (c) The scheduling of compensatory leave must be approved by the Council.

13.06 Overtime calculations will not include time taken to travel to and from Council premises and the employee's residence.

13.07 Overtime worked on statutory holidays is paid at one and one-half (1.5) the hourly rate for the first 7.5 hours and at double the hourly rate for any time worked beyond that. Employees who are required to work on a statutory holiday also receive their normal rate of pay for that day.

13.08 An employee can carry over up to thirty-seven and one half (37.5) hours of banked overtime calculated as of September 30th of each year. All banked hours in excess of thirty-seven and one half (37.5) hours shall be paid out no later than December 31st of that year. An employee may, upon written request, cash out all banked hours.

- (a) Employees shall have the right to request to use their compensatory leave before September 30 of each year. Such requests shall not be unreasonably denied.
- (b) Employees shall not be obligated to use compensatory leave in the same month in which it has been earned.

13.09 Where Council requires an employee to be available during off duty hours, an employee shall be entitled to standby pay as follows:

- (a) Employees will be scheduled to be available on a rotational basis during evenings and weekends to provide support for juries, meetings etc. as determined by their Director or Manager. Some special events may require 24 hour-7 day support.
- (b) Standby duty is defined as time spent by the employee in addition to normal regular working hours as the primary contact for problem resolution.
- (c) The employee must be available (at home or through a pager or cell phone) must remain within contact range at all times, must immediately respond to calls and must be able to resolve problems in a timely fashion by either returning to the workplace or through remote computer access.
- (d) When an employee on standby is called into work, the normal overtime and call back pay as described in the agreement (Article 13.03) will apply in addition to the On-Call premium pay.

The premium paid to employee for standby status: A payment of two dollars (\$2.00) per hour (flat rate) to a maximum of twenty-five dollars (\$25.00) per day (24 hours).

- 13.10 An Employee contacted by the Employer outside scheduled hours and required to perform work without physically reporting to the work site, will be compensated a minimum of one (1) hour at straight time rate or at the applicable overtime rate, whichever is greater.
- 13.11 Payments provided under any of the overtime, hours of work and designated paid holidays provisions of this Agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.

ARTICLE 14: STATEMENT OF DUTIES

- 14.01 The Council shall develop and maintain full and complete written job summaries for each bargaining unit position, and shall provide copies of such to employees upon hiring. The Council shall, after any change in the job summary or the classification level, provide copies of job summaries to both the employee(s) affected and the Local Union within fifteen (15) working days. Upon request, an employee shall be provided within fifteen (15) working days with a current organization chart depicting the employee's position within the organization, a current job summary which shows their classification level and the compensation attributed to the position.
- 14.02 Revisions to a job summary
- (a) The effective date of any job summary shall be the date on which the duties were first assigned to the position.
 - (b) When the duties and responsibilities of an employee's position have been substantially modified by the Council, the Council shall re-evaluate the position in accordance with the Council's Job Evaluation and Classification Policy and Procedure and shall give the employee the classification level in writing. When modification to a job summary changes the classification of the position, the Council will notify the Local Union of such change. It is understood that an employee may initiate a request to Council to have their position re-evaluated.
 - (c) Within 20 working days of the employee receiving the decision on the rating of their position, the employee may appeal the decision to the Director of Human Resources. Failing resolution at this level within 60 working days, the decision may be referred to arbitration according to the provision of Article 21. However, the arbitrator must be knowledgeable in job evaluation plans.
 - (d) The time limits established under this provision are mandatory and can only be extended by mutual agreement of the parties.
 - (e) Positions reclassified to a higher level shall be paid at the higher rate of pay retroactive to the date at which the review in 14.02 (b) was requested and approved by the delegated authority.

ARTICLE 15: PAY ADMINISTRATION

- 15.01 The Council shall pay wages in accordance with Appendix A.
- 15.02 For each pay period employees will receive, in addition to their pay, a statement of:

- a) the period for which the payment is made;
- b) the number of hours for which payment is made;
- c) the rate of wages;
- d) details of the deductions made for wages;
- e) the actual sum being received by the employee.

- 15.03 Except as otherwise stated in the letter of offer, on appointment, an employee's salary will be the salary at Step 1 of the applicable salary grid to the classification level in which the employee is appointed.
- 15.04
- a) The pay increment period will be fifty-two (52) weeks and the pay increment date will be the anniversary date following the pay increment period as calculated from the date of appointment.
 - b) Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.
 - c) Where an employee is promoted, the date of appointment for the purposes of article 15.04a) shall be the effective date of the promotion.
- 15.05 For the purposes of this Agreement, salary at Step 5 shall mean the salary at Step 5 of the applicable salary grid as referenced in Appendix A for a classification level, to be attained by an employee who consistently meets job requirements.
- 15.06 If a position is reclassified to a new classification level with a higher salary at Step 5, the employee whose position was reclassified shall be paid the greater salary of either the salary at Step 1 of the new classification level or at a step in the salary grid of at least four per cent (4%); above their previous classification level not to exceed the salary at Step 5 of the new classification level.
- 15.07 An employee whose position is reclassified to a level whose salary at Step 5 is lower than the salary at Step 5 in the level they occupied prior to the reclassification, shall continue to be paid the salary they were receiving prior to the reclassification. The employee shall also receive incremental rate increases, if applicable, and negotiated salary increases on the same basis as if it had not been reclassified. Subsequent employees appointed to that position will be paid at the new salary classification.

ARTICLE 16: LAYOFFS, RECALL, AND SEVERANCE

- 16.01 Layoffs
- 1) (a) A regular employee with more than one (1) year of continuous employment who is subject to lay-off:
 - (i) shall be entitled to salary continuance for a period of six (6) months from the date of lay-off; and
 - (ii) shall have the right to be recalled for a period of one (1) year from the date of lay-off.
 - (b) Notwithstanding the provisions of Clause 16.01 (a) above, an employee may elect to receive their salary continuance as a lump sum payment. In such circumstances, the

employee shall forfeit all rights to recall, and shall cease to be an employee of the Council.

- (c) An employee shall be entitled to receive severance pay upon the termination of salary continuance, or, in the case of an employee who elects to receive a lump sum payment in accordance with Clause 16.01 (b), upon making such election.
- 2) In the event of downsizing within a classification, the selection of employees to be retained for these positions shall be based on a determination of the best candidate, utilizing the factors of knowledge, skill, ability, and employment equity considerations.
- 3) In order to lessen the impact of lay-offs or downsizing, where circumstances allow, the Council shall solicit voluntary terminations/lay-offs/retirements of its workforce. In the application of this procedure, the Council is not obliged to offer such incentives to any or all employees. The Council may target certain employees for voluntary termination or may solicit applications from any or all of its workforce. The Council is not obligated to accept any request for early termination.
- 4) In the event that Council solicits or offers voluntary terminations lay-offs/retirements of its workforce, it shall provide a minimum of one (1) month for employees to decide whether they wish to participate. Employees may request up to one (1) additional month to decide. Such requests shall not be unreasonably denied.
- 5) The Employer shall make every reasonable effort not to lay-off employees and to ensure that reductions in the work force are accomplished through attrition. This is subject to the willingness and capacity of individual employees to undergo retraining and accept reassignment.

16.02 Recall

In the application of Clause 16.01 (a), the right to recall may only be exercised in accordance with the following:

- (i) The regular employee will have priority for recall to the position they occupied on the date of lay-off, in preference to all other candidates, provided they are qualified to perform the work available;
- (ii) To any other vacant position within the bargaining unit at their own or lower classification level, preference shall be granted in accordance with Article 19, provided the Council is satisfied that the employee possesses the knowledge, skills, and abilities to perform the work available. If to a lower level, the salary shall continue for a twelve (12) month period, after which it shall be adjusted to the nearest step in the new scale, not lower than the previous salary, but not higher than the maximum of the new scale.

16.03 Severance

- 1) Under the following circumstances and subject to Clause 16.01, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:
 - (a) A term employee who has worked for the Council for twelve (12) consecutive months or more is entitled, when their contract is not renewed, to either two day's pay for every completed year of continuous service or five days' pay, whichever is greater;

- 2) Severance benefits payable to an employee under this Article including all entitlements credited under article 25.01 c) 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 Article 16.03 be pyramided.

For greater certainty, payments made and vacation credits added pursuant to 25.01 or similar provisions shall be considered as a termination benefit for the administration of this clause.

3) Severance Termination

- a) Subject to 16.03 above, all employees with ten (10) years or more of service as at June 30, 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 twenty eight (28) weeks.
- b) Subject to 16.03 above, all employees with less than 10 years of service and more than one year of service as at June 30, 2012 shall be entitled to a severance payment equal to two (2) weeks pay.
- c) Subject to 16.03 above, all part-time employees with less than 10 years of service as at June 30, 2012 shall be entitled to a severance equal to one (1) week of pay.

4) Terms of Payment

A) 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 June 30, 2012,

or

- (b) As a single amount of vacation credit calculated at .75 of a day for each credited severance day to a maximum of ten (10) weeks to be added to the vacation entitlement in accordance with clause 25.01 c).

or

- (c) As a single payment at the time of the Employees termination of employment based on the rate of pay of the employees substantive position at the date of termination of employment,

or

- (d) As a combination of (a), (b) and (c), pursuant to 4 B (c).

B) Selection of Option

- (a) The Employer will advise the employee of their years of continuous employment no later than three (3) months following the official date of signing the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 4 A (d) must specify the number of complete weeks to be paid out pursuant to 4 A (a) and the remainder to be converted to vacation credits pursuant to 4 A (b).
- (d) An employee who does not make a selection under 4 A will be deemed to have chosen option 4 A (a).

16.04 Workforce Adjustment

- 1) Individual cases related to workforce adjustments are discussed between the Council, the Union Local, and a representative of the Union of National Employees.
- 2) In the event that a number of positions within the Council is to be reduced, the Labour Management Relations Committee shall be tasked to discuss workforce adjustment recommendations. The Council shall advise the Labour Management Relations Committee as soon as they become aware of a situation that may result in a workforce adjustment.
- 3) The Labour Management Relations Committee may make recommendations to the Director and CEO of the Council or their designate in respect of the proposed downsizing, and may propose alternatives to layoffs. Such alternatives may include, but shall not be limited to job sharing; reduction of work hours; and early retirement.

ARTICLE 17: DESIGNATED PAID HOLIDAYS

17.01 Subject to Clause 17.02, the following days are designated paid holidays for the employees:

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day
- f) Civic Holiday (first Monday in August)
- g) National Day for Truth and Reconciliation
- h) Labour Day
- i) Thanksgiving Day
- j) Remembrance Day
- k) Christmas Day
- l) Boxing Day

- 17.02 No employee is entitled to be paid for a designated paid holiday on which they do not work when they are not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the designated paid holiday.
- 17.03 When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest.
- 17.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 17.03:
- 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;
 - b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 17.05 When an employee works on a designated paid holiday, or on a day substituted in accordance with 17.08 a), compensation shall be granted on the basis of time and one-half for the first 7.5 hours worked and double time for each half hour after that. The employee is also paid for that day.
- 17.06 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, or with a day substituted in accordance with 17.08 a), that day shall count as a holiday and not as a day of leave.
- 17.07 An employee who resides in the province of Quebec may, with the approval of their Manager, which shall not be unreasonably withheld, substitute the Fête Nationale for the Civic Holiday (first Monday in August).
- 17.08 Leave for Religious or Cultural Observance
- The Employer recognizes that the make-up of the workforce includes Employees of various religious beliefs and cultural backgrounds. The Employer undertakes to facilitate arrangements that would allow employees time off on holy or culturally significant days. An employee requesting time off for this provision shall submit a written request at least five (5) days in advance. Such arrangements may include:
- a) Substitute one of the statutory holidays listed in 17.01.
or
 - b) Use of earned compensatory leave or vacation leave
or
 - c) Leave without pay
- For further clarity, it is understood that if an Employee submits a request under 17.08 a) the work to be done on a statutory holiday shall also be mutually agreed upon in advance by the Employee and the Employer.
- 17.09 Casual employees are entitled to statutory holiday pay at the rate of 4% for all straight time hours worked.

ARTICLE 18: PROBATION

- 18.01 (a) Regular full-time and part-time employees shall be subject to a probationary period of one (1) year from the date they become either a regular full-time or part-time employee.
- (b) The Employer shall conduct two evaluations of each probationary employee: one after that employee has completed six (6) months and the second at the end of the probation period. This written evaluation shall be provided to the employee within one (1) month of the date upon which the employee has completed six (6) months and twelve (12) months of the probationary period. Article 15.04 shall apply.
- (c) In the case of an approved leave of absence, with or without pay, of two (2) weeks or more, the employee's probationary period will be extended by the same length of time of the employee's approved leave of absence.
- 18.02 A grievance submitted by an employee on probation or by the Alliance on the employee's behalf may be referred to arbitration in accordance with the provisions of Article 22.
- 18.03 Notwithstanding the provisions of Articles 18.02 or 23.01, grievances relating to the termination for any reason of a probationary employee may be referred to arbitration, but the arbitrator shall decide whether discharge was appropriate based solely upon whether the Council's decision was:
- a) arbitrary, capricious or based upon irrelevant considerations;
- b) made for reasons which are contrary to the *Canadian Human Rights Act*.

ARTICLE 19: STAFFING

- 19.01 Where the Council creates and wishes to fill a regular full-time or part-time position or term position within the bargaining unit, or where the Council elects to fill a vacancy in an existing position within the bargaining unit on an indeterminate or term basis in accordance with Article 19.04 (a), (b) or (c) below, or where the Council wishes to establish a list of pre-qualified candidates in accordance with Article 19.08 below, a notice of vacancy will be posted.
- 19.02 Except as provided herein, all vacancies shall be advertised for a period of at least ten (10) working days. Vacancies for less than six (6) months will be posted at the Council's discretion. Where the Council exercises its discretion, a vacancy of less than six (6) months shall be advertised for a period of at least five (5) working days.
- Where the Council decides to establish a list of prequalified candidates for a non-specific vacancy position, it is understood that internal candidates may, at any time, apply and be assessed as a prequalified candidate.
- 19.03 Notice of job posting
- The notice specified in Articles 19.01 and 19.02 shall state the nature of the position, the minimum and desired qualifications and whether a list of pre-qualified candidates will be established from applicants. A job summary will be made available upon request.

- 19.04 The following order shall apply in staffing vacancies:
- a) If necessary to assist the Council in attaining its employment equity targets in accordance with its Employment Equity Plan pursuant to the Employment Equity Act, by qualified candidates on the basis of employment equity considerations;
 - b) By qualified employees who have a priority for recall in accordance with Article 16;
 - c) By qualified candidates from the competition, or from a list of pre-qualified candidates established through a previous staffing competition.
- 19.05 (a) The Parties understand that qualified candidates are those who demonstrate the appropriate qualifications, including but not limited to education, experience, knowledge, skills, and ability to perform the work functions in question.
- (b) Current employees will be preferred for appointment unless an external candidate has a demonstrably and substantially higher assessment.
 - (c) In cases where it is found that an internal and an external candidate are assessed as equal, the position shall be offered to the internal candidate.
 - (d) In cases where it is found that two (2) or more internal candidates are assessed as equal, the position shall be offered to the internal candidate with the most continuous employment with the Council.
- 19.06 The Council will send the name of the successful applicant to the bargaining agent and shall post it internally by electronic means.
- 19.07 Internal applicants shall:
- a) Be notified, in writing, of the results of their application at least two (2) working days prior to the announcement in 19.06; and
 - b) Receive, upon request, feedback on their application
- 19.08 List of pre-qualified candidates
- a) Definition

For the purpose of this article, a list of pre-qualified candidates is a list of fully or partially qualified candidates established following a competition to fill the Council's immediate and anticipated needs for similar positions of the same occupational group and level to those for which it was established. Fully qualified candidates are ranked in accordance with Article 19.05.
 - b) If a list of pre-qualified candidates exists through a previous staffing competition, the candidates on such list may be considered for casual or term vacancies prior to the vacancy being advertised in accordance with Article 19.02.
 - c) Candidates who are placed on the list of pre-qualified candidates shall be notified of the following information:
 - i. The date on which they have been placed on the list of pre-qualified candidates;
 - ii. Their score, if requested;

- iii. Their right to request to be removed from the list, of pre-qualified candidates. as well as instructions on how to do so;
 - iv. Their right to decline an offer without jeopardizing their ranking on the list of pre-qualified candidates;
 - v. The confidentiality of their personal information shall be protected.
- d) When the list of pre-qualified candidates is used, the selected candidate may decline the offered position without jeopardizing their ranking on the list. Unless requested by the candidate in writing, the candidate's name shall not be removed or bypassed.
- e) A list of pre-qualified candidates shall be valid for a period of twelve (12) months starting on the date the candidate is deemed qualified, unless mutually agreed upon by the Union and the Council.

ARTICLE 20: ACTING ASSIGNMENTS

- 20.01 When an employee is designated in writing by the Director General to temporarily perform the duties of a higher classification or in the case of a promotion to a higher level position, the employee shall be entitled to receive a salary adjustment.
- 20.02 An employee who is acting or is promoted to a position within the bargaining unit at a higher classification level than their substantive position shall be entitled to an annual salary equal to the greater of either the salary at Step 1 of the new classification level or at a step in the salary grid of at least four percent (4%) above the employee's current salary not to exceed the salary at Step 5 of the new classification level.
- 20.03 An employee who is acting in a position outside the bargaining unit shall maintain their current terms and conditions of employment with the exception of the salary adjustment as described in article 20.01. The employee may also be eligible for performance pay in accordance with the Employer's Policies and Practices, as may be amended from time to time, if acting in a senior manager position for more than three (3) months.

ARTICLE 21: GRIEVANCE PROCEDURE

- 21.01 The parties to this Agreement recognize the desirability for the prompt resolution of complaints through the grievance process. The parties recognize the value of informal discussion between employees and their Managers or Human Resources to the end that problems might be resolved without recourse to a formal grievance.
- 21.02 A grievance is a complaint in writing concerning pay, working conditions, terms of employment, disciplinary action, release for incompetence or incapacity, or involving the application, interpretation or administration of the collective agreement. A grievance shall raise all issues in dispute at the earliest possible time.
- 21.03 Individual grievances shall be submitted to an authorized union representative and signed by an employee on their behalf, and by the authorized union representative on behalf of one or more employees.
- 21.04 A grievance shall set out the precise details of the matter giving rise to the complaint, the relevant clause of the collective agreement, names of persons (if any) involved, other relevant facts, and the specific remedial action(s) requested. Grievances shall be submitted to Human Resources.

21.05 Step 1

- a) A grievance shall be presented at the first step of the grievance procedure not later than the twentieth (20th) working day on which the aggrieved employee or the union, as applicable, was notified in writing or otherwise first became aware of the action or the circumstances giving rise to the grievance.
- b) Within ten (10) working days following the receipt of a grievance, the Council shall hold a meeting between the Manager or their delegate, a representative from Human Resources, the employee and a Union Representative, and shall reply in writing to the grievance within ten (10) working days of the meeting.
- c) If the decision of the Council at Step 1 is not satisfactory, the Union may submit the grievance to Step 2 not later than the tenth (10th) working day after the latter time limit referred to in (b) above has expired.

21.06 Step 2

- a) The Union Representative, Director General or their designate, a representative of Human Resources and the employee shall meet not more than ten (10) working days after the grievance is transmitted to this level, to discuss the grievance.
- b) The Director General or their designate will reply in writing to the Union Representative and the employee within ten (10) working days of the meeting referred to in (a) above.
- c) The Director General or their designate shall not be the same person as has heard the grievance at Step 1.
- d) If a satisfactory resolution to the grievance is not achieved at Step 2, the grievance may be referred to mediation or arbitration.

21.07 Mediation

- a) Either party may make a written request for mediation within ten (10) working days of receiving the decision of the Director General in article 21.06 (b).
- b) The Union and the Council shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the arbitration procedure.
- c) The parties to this agreement may establish a list of local mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises.
- d) The Council and the Union shall each pay one half of any fees or expenses related to mediation.
- e) The parties shall provide the mediator with a time frame. If settlement is not reached within the time frame, and the parties do not agree to an extension of the time frame, then the mediator shall withdraw and either party may invoke the arbitration provisions.
- f) If at any time during the mediation procedure either party informs the mediator that it no longer wishes to participate in the process, then the mediation shall be terminated.

- g) Mediation attempts are settlement discussions, and any offers or counter-offers made during mediation discussions shall not be used as evidence at a later arbitration hearing. This does not include statements of facts.
- h) At the employee's request, an Elder or other cultural or spiritual community leader of the employee's choice will be permitted to attend mediation hearings in a support role to the employee. It is understood that such person shall only be an observer and shall not participate in the hearing.

- 21.08 Policy or discharge or harassment grievances shall be presented directly at Step 2.
- 21.09 An employee or the Union may at any time, by written notice to the Council, withdraw a grievance.
- 21.10 The time limits stipulated in the grievance and arbitration procedures are mandatory and may only be extended by mutual agreement in writing between the Council and the Union. Where the employee or the Union fails to present a grievance to the next step within the prescribed time limits, the grievance shall be deemed to have been abandoned.
- 21.11 For the purposes of the calculation of the time limits in the grievance procedure, the period from December 25 to January 1 shall not be included.

ARTICLE 22: ARBITRATION

- 22.01 If it is not satisfied with the Council's response to the grievance, the Union may refer the matter to arbitration, within the later of:
 - a) ten days after the Council's response at Step 2, or
 - b) ten days from the final day for response at Step 2, if no decision is received, or
 - c) ten days from the date of termination of the mediation process (if applicable).

The notice of referral to arbitration will be submitted to the Director of Human Resources.
- 22.02 The matters to be arbitrated shall be confined to the issues dealt with by the parties in the course of the grievance procedure.
- 22.03 A matter in dispute shall be submitted to a single arbitrator acceptable to both parties who shall render a final and binding decision. Alternatively, at the written request of either party, the matter may be referred to a three member Board of Arbitration. In such circumstances, each of the parties shall appoint one (1) nominee, and the two (2) nominees so appointed shall choose a Chairperson. Where they fail to reach agreement on a chairperson, the matter shall be referred to the Minister of Labour, with a request that the Minister appoints a chairperson.
- 22.04 The costs of the single arbitrator or Chairperson and other incidental costs directly related to the arbitration shall be borne equally by both parties. Each party shall bear the cost of the services of its nominee to the Board of Arbitration, if applicable.
- 22.05 An arbitrator or Board of Arbitration appointed pursuant to this Article shall have no power to add to, subtract from, or modify the terms of this Agreement or any Agreement made supplementary hereto and shall render a decision not inconsistent with the terms of this Agreement.

- 22.06 The parties may, by agreement, appoint a panel of approved arbitrators from which the selection referred to in article 22.03 shall be made from.
- 22.07 At the Employee's request, an Elder or other cultural or spiritual community leader of the Employee's choice will be permitted to attend arbitration hearings in a support role to the Employee. It is understood that such person shall only be an observer and shall not participate in the hearing.

ARTICLE 23: DISCIPLINE

- 23.01 In the case of discipline or disciplinary discharge, the burden of proof of just cause shall rest with the Council. Evidence shall be limited to the grounds stated in the discharge or disciplinary notice to the employee.
- 23.02 The Council shall notify the Union that the suspension or discharge of an employee has occurred no later than forty-eight hours after written notification has been given to the employee.
- 23.03 Where practicable, in the event that an Employee is summoned by the Council to an interview for disciplinary purposes or a meeting where disciplinary action will be imposed, the Employee shall be given a minimum of two (2) working days' notice, in writing and with a copy to the Union, prior to the interview and/or meeting. Council shall inform the Employee that the interview or meeting is, or may be, disciplinary in nature.
- 23.04 Employees summoned to a meeting under Article 23.03 are entitled to have, at their request, a Union representative present at the meeting. Employees shall also have the right to invite an Elder or other cultural or spiritual community leader of the employee's choice to attend disciplinary meetings. It is understood that the Elder or other cultural or spiritual community leader shall only be an observer and shall not participate in the meeting. Council shall inform the employee of this right in the written notice of the meeting described in 23.03.
- 23.04 The Council will remove any notice of disciplinary action from the employee's personnel file once the employee has attained a two (2) year working period without further disciplinary action having been taken against them.
- 23.05 An employee shall have access to their personnel file upon five (5) working days notice to Human Resources, and may receive a copy of any documentation they wish from the file which relates to them.
- 23.06 If an employee consents in writing, the Union representative shall have the same rights as the employee in clause 23.05.
- 23.07 To encourage and allow employees to disclose, in good faith, genuine concerns about wrongdoing in the workplace, the Council shall ensure that no disciplinary or reprisal actions will occur for employees that declare a wrongdoing in the workplace, in accordance with the *Policy on the Internal Disclosure of Information Concerning Wrongdoing in the Workplace* and the *Public Servant Disclosure Protection Act (PSDPA)*.

ARTICLE 24: SAFETY AND HEALTH

- 24.01 The provisions prescribed in Part II of the *Canada Labour Code* apply to this Agreement and shall be observed by the parties involved. The Council and the Union agree to the appointment of a Joint

Occupational Health and Safety Committee in compliance with the *Canada Labour Code* Part II and its regulation.

ARTICLE 25: VACATION LEAVE

- 25.01 a) Vacation Leave is available to regular and term employees to provide opportunities for rest, relaxation, and personal pursuits. Entitlement to Vacation Leave each year increases with the length of continuous employment. Employees who are entitled to receive at least ten (10) days of regular pay in a month shall earn Vacation Leave credits as shown in the schedule below:

From the date of hire until the month preceding the 6th year anniversary month 9.375 hours per month up to fifteen (15) days per year.

From the 6th year anniversary month up to the month preceding the 16th anniversary month 12.5 hours per month up to twenty (20) days per year.

From the 16th year anniversary month up to the month preceding the 17th anniversary month 13.75 hours per month up to twenty-two (22) days per year.

From the 17th year anniversary month up to the month preceding the 18th anniversary month 14.375 hours per month up to twenty-three (23) days per year.

From the 18th year anniversary month up to the month preceding the 25th year anniversary month 15.625 hours per month up to twenty-five (25) days per year.

From the 25th year anniversary month up to the month preceding the 28th anniversary month 16.875 hours per month up to twenty-seven (27) days per year.

From the 28th year anniversary month 18.75 hours per month up to thirty (30) days per year.

Effective April 1, 2024, employees who are entitled to receive at least ten (10) days of regular pay in a month shall earn Vacation Leave credits as shown in the schedule below:

Month	Month preceding	Monthly hours earned	Maximum leave days earned per year
Date of hire	6 th anniversary	9.375	15
6 th anniversary	10 th anniversary	12.5	20
10 th anniversary	14 th anniversary	13.75	22
14 th anniversary	18 th anniversary	15	24
18 th anniversary	22 th anniversary	15.625	25
22 th anniversary	25 th anniversary	16.875	27
25 th anniversary		18.75	30

- b) Full-time employees will be entitled to Vacation Leave at their current rate of pay. Vacation pay for part-time employees will be pro-rated to reflect their regularly scheduled weekly hours.
- c) Unique vacation leave bank

Unique vacation leave represents a conversion from the employee's severance entitlement as at June 30, 2012. For further clarity on the utilization of Unique vacation leave, article 25.04 and 25.06 will apply.

- i. In accordance with articles 16.03 4 A (b) Employees shall be credited with the applicable one-time vacation leave entitlement effective June 30, 2012, with the exception of employees who have taken the option under 16.03 4 (A) (a).
- ii. The vacation leave credits provided in paragraph 25.01 c (i) above shall be excluded from the application of articles 25.03, 25.08 dealing with the Carry-over and/Liquidation of Vacation Leave.
- iii. Unique vacation leave credits that are unused by June 30, 2017 shall be paid in accordance with article 16.03 (1) and 25.11. The calculation on the unused Unique vacation leave will be based on the original severance entitlement as stated in 16.03 (3).

25.02 Employees may be granted advance Vacation Leave up to the current fiscal year allowance.

25.03 Employees are expected to take all their Vacation leave during the vacation year in which it is earned.

25.04 Vacation Leave scheduling:

- 1)
 - a) Employees must request approval from their Managers before taking Vacation Leave.
 - b) Vacation Leave shall be requested as soon as possible after April 1 and prior to May 31.
 - c) Requests will be reviewed based on a number of factors, including operational and staffing requirements.
- 2) Subject to the above, the Council shall make all reasonable efforts to schedule an employee's Vacation Leave:
 - a) in the year in which it is earned;
 - b) for a period of at least two (2) consecutive weeks, if so requested;
 - c) for periods of less than five (5) days, on a basis other than that specified in Article 25.04 (1) (b), if the employee provides the Council with at least five (5) days advance written notice.

25.05 The Council shall give an employee as much notice in writing as practicable and reasonable, of approval, denial or cancellation of a request for Vacation Leave. In the case of disapproval, alteration or cancellation of such leave, the Council shall give the written reason therefore.

25.06 If an employee requests Vacation Leave with pay in accordance with Clause 25.04 (b) and the Council denies the employee's request due to reasonable operational requirements, the Council agrees to make every reasonable effort to comply with any subsequent request made by the employee concerning their Vacation Leave.

25.07 Where in respect of any period of Vacation Leave with pay an employee is granted:

- a) bereavement leave, or

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

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

25.08 Carry-over

- a) In the event that available Vacation Leave is not used by the end of the fiscal year, employees may carry up to one year's accumulation forward to the next fiscal year.
- b) An employee's unused Vacation Leave exceeding one year's entitlement will be cashed out on March 31st and paid no later than June 30th. At the Council's discretion, the provisions of this Clause may be waived for an employee who has been on extended leave during the fiscal year.

25.09 Recall from Vacation Leave

- a) The Council shall make every reasonable effort not to recall an employee to duty after the employee has proceeded on Vacation Leave with pay.
- b) Where, during any period of Vacation Leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses that the employee incurs:
 - i) in proceeding to the employee's place of duty, and
 - ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled.

25.10 Cancellation of approved leave

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

25.11 Death or termination of employment:

- a) When an employee ceases to be employed, the employee shall be paid an amount equal to the product obtained by multiplying the number of days earned but unused Vacation Leave with pay to the employee's credit by the daily rate of pay to which the employee was entitled immediately prior to their termination of employment, to a maximum of the equivalent of one year's vacation entitlement. If an employee has taken advance Vacation Leave (in excess of earned leave) at the time of their termination, the unearned portion of the leave will be recovered from any money payable.
- b) In the event of involuntary layoff, clause (a) shall apply except that there shall be no maximum payable for Vacation Leave earned.

- c) In the event of death, clause (a) above shall apply except that there shall be no maximum payable for Vacation Leave earned or recovery of unearned Vacation Leave taken by the employee.

25.12 Casual employees are entitled to vacation pay at the rate of 4% for all straight time hours worked in lieu of vacation leave.

ARTICLE 26: PREGNANCY, PARENTAL AND ADOPTION LEAVE

- 26.01 a) Generally, leaves under this Article shall be approved on the following conditions:
- (i) application for leave must be made in writing indicating the intended length of leave to be taken;
 - (ii) the application must be submitted at least four (4) weeks before the desired date of the commencement of the leave unless there is valid reason why the notice cannot be given;
 - (iii) the application must be accompanied by (where applicable); a medical certificate confirming pregnancy; the expected date of birth; and the ability of the employee to continue work until the desired date of the commencement of leave; proof that the application for adoption has been approved by the adoption agency. Proof of actual custody may be required.
 - (iv) the Council may waive these conditions at its discretion.
- b) An employee who has not commenced leave may elect to use earned vacation and compensatory leave credits up to and beyond the date that the employee's pregnancy terminates, or custody of the child occurs.
- 26.02 The employee shall, along with the request for leave(s), notify the Council in writing of the options concerning the Pension and Insurance benefits. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions. The Council shall continue to pay its applicable share of all insurance benefits during the period of leave(s).
- 26.03 The aggregate amount of leave of absence without pay that may be taken by one Council employee under this Article will not exceed seventy-eight (78) weeks.
- 26.04 All leaves of absence under this Article, with the exception of cases where the child is hospitalized as outlined in 26.11c), must be taken seventy-eight (78) weeks from the date of the birth of the employee's child or date the employee's adopted child came into the actual care and custody of the employee. For greater certainty, no entitlement to a leave of absence under these Articles exists after seventy-eight (78) weeks from the date of the birth of the employee's child or date the employee's adopted child came into the actual care and custody of the employee.
- 26.05 An employee shall give at least four (4) week notice in writing of any change in the length of leave intended to be taken.
- 26.06 Leaves granted under this Article shall be counted as continuous employment.

- 26.07 The employee shall be entitled, on written request, to be informed in writing of every employment and promotional opportunity that arises within the bargaining unit during the period when the employee is on leave under this Article and for which the employee is qualified.
- 26.08 An employee returning from leave(s) under this Article shall be reinstated into the position occupied at the time the leave commenced. Where for a valid reason the Council cannot reinstate the employee in their position, the Council shall reinstate the employee in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the salary and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or renewal of the collective agreement, the employee is entitled upon return from leave to receive the same salary and benefits that the employee would have received had they been working when the reorganization and/or renewal of the collective agreement took place. An employee on leave will be notified in writing if such a change occurred.
- 26.09 **Pregnancy Leave Without Pay**
- An employee who has completed six (6) consecutive months of continuous employment with the Council shall, upon request, be entitled to pregnancy leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- 26.10 **Pregnancy Allowance**
- a) An employee who has been granted pregnancy leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplementary Employment Benefit ("SUB") Plan described in paragraphs b) i) to iii), provided that they:
- (i) have completed six (6) months of continuous employment before the commencement of their pregnancy leave without pay;
 - (ii) provide the Employer with proof that they have applied for and are eligible to receive pregnancy benefits from Employment Insurance or Québec Parental Insurance;
and
 - (iii) have signed an agreement with the Employer stating that;
 - A) they will return to work on the expiry date of their pregnancy leave unless the return to work date is modified with the Council's consent;
 - B) following their return to work, as described in section (A), the employee will work for a period equal to the period in respect of which they are granted the allowance;
 - C) should the employee fail to return to work in accordance with section (A), or should they return to work but fail to work for the total period specified in section (B), for reasons other than:
 - i. death,
 - ii. lay-off,
 - iii. early termination due to lack of work or discontinuance of function of a specified period of employment that would have been sufficient to meet the obligation under section (B), or
 - iv. if the employee has become disabled.

The employee recognizes that they will be indebted to the Council for the full amount received as pregnancy leave allowance.

- b) In respect of the period of pregnancy leave, maternity leave allowance payments made according to the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period before receiving Employment Insurance (EI) maternity benefits, an allowance of ninety-three per cent (93%) of their weekly rate of pay for the waiting period, less any other monies earned during this period; and/or
 - (ii) up to maximum of eighteen (18) weeks, payment equivalent to the difference between the EI or the Québec Parental Insurance Plan (QPIP) benefits the employee is eligible to receive and ninety-three per cent (93%) of their weekly rate of pay less any other monies earned during the period which may result in a decrease in EI or QPIP benefits to which the employee would have been eligible if no extra monies had been earned during this period:
 - (iii) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on pregnancy leave without pay, they are eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period.
 - (iv) where an employee becomes eligible for an annual increment during the period of pregnancy leave, payments under Clause 26.10 shall be adjusted accordingly.
- c) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (b) and an employee will not be reimbursed for any amount that they may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.

26.11 Parental Leave Without Pay

- a) where an employee who has completed six (6) consecutive months of continuous employment with the Council, and has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for either:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard period),
or
 - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended period),

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

- b) where an employee commences legal proceedings under the laws of a province to adopt a child under the age of majority or obtains an order under the laws of a province for the adoption of a child under the age of majority, the employee shall, upon request, be granted parental leave without pay either:
 - i. a single period of up to fifty-two (52) consecutive weeks in the fifty-two (52) week period (standard period),
or

- ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended period),

beginning on the day on which the child comes into the employee's actual care and custody.

- c) Notwithstanding 26.11 a) and 26.11 b):

- (i) Where the employee's child is hospitalized within the period defined in the above paragraphs, 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 their 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.

- d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs a) and b).
- e) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

26.12 Parental Allowance

The parental allowance is payable under two options either 1) over a standard period in relation to the Employment Insurance parental benefits or the Quebec Parental Insurance Plan or 2) over an extended period, in relation to the Employment Insurance parental benefits. Once an employee opts for standard or extended parental leave, the decision is irrevocable.

- a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Employment Benefit (SUB) Plan described in paragraphs b) i) to vi), providing they:
 - (i) have completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provide the Employer with proof that they have applied for and are eligible to receive parental benefits from Employment Insurance or the Québec Parental Insurance Plan (QPIP), and
 - (iii) have signed an agreement with the Employer stating that:

- (A) the employee will return to work on the expiry date of their parental leave without pay, unless this date is modified with the Council's consent;
- (B) following their return to work, as described in section (A), the employee will work for a period equal to the period in respect of which they are granted the allowance;
- (C) should the employee fail to return to work in accordance with section (A), or should they return to work but fail to work for the total period specified in section (B), for reasons other than:
 - i. death,
 - ii. lay-off,
 - iii. early termination due to lack of work or discontinuance of function of a specified period of employment that would have been sufficient to meet the obligation under section (B), or
 - iv. if the employee has become disabled.

The employee recognizes that they will be indebted to the Council for the full amount received as parental leave allowance.

- b) Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period; and/or
 - (ii) up to a maximum of thirty-seven (37) weeks (standard period) or sixty-three (63) weeks (extended period), payment equivalent to difference between the EI or QPIP benefits the employee is eligible to receive ninety-three per cent (93%) of their weekly rate of pay less any other monies earned during the period which may result in a decrease in EI or QPIP benefits to which the employee would have been eligible if no extra moneys had been earned during this period.
 - (iii) where an employee couple is eligible for EI or QPIP parental, paternity or adoption benefits, the parental allowance may be split between the two employees, according to the split approved by EI or QPIP.
 - (iv) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a period of two (2) weeks, in the amount of ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period.
 - (v) where an employee has received the full thirty-five weeks (35) of standard parental benefit or the full sixty-one (61) weeks of extended parental benefit under Employment insurance and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week allowance contained in 26.10 (b)(iii) for the same child.
 - (vi) where an employee opts to receive Employment Insurance extended parental benefits over a period of sixty-one (61) weeks, the parental allowance payments made in accordance with

the Supplementary Employment Benefit Plan will be prorated over sixty-one (61) weeks. For clarity, the total amount of parental allowance payments made in accordance with the Supplementary Employment Benefit Plan over the period of sixty-one (61) week extended period shall not exceed the total amount had the parental allowance been paid over a thirty-five (35) week standard period.

- c) the parental allowance to which an employee is entitled is limited to that provided in paragraph (b) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.

26.13 The maximum combined maternity and parental allowances payable to an individual or an employee couple under this collective agreement shall not exceed seventy-eight (78) weeks for each combined maternity and parental leave without pay.

26.14 Shared Parental Leave

- a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), or where an employee commences legal proceedings under the laws of a province to adopt a child under the age of majority or obtains an order under the laws of a province for the adoption of a child under the age of majority, the employee shall, upon request, be granted shared parental leave without pay for either:

- i. a single period of up to five (5) consecutive weeks in the fifty-two (52) week period,
or
- ii. a single period of up to eight (8) consecutive weeks in the seventy-eight (78) 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.

- b) An employee who has been granted Shared Parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Employment Benefit (SUB) Plan described in paragraphs c) i) to iii), providing that they:

- i. Have completed six (6) months of continuous employment before the commencement of shared parental leave without pay.
- ii. Provide the Employer with proof that the employee has applied for and is eligible to receive shared parental benefits from Employment Insurance, and
- iii. Has signed an agreement with the Employer stating that
 - A) The employee will return to work on the expiry date of their shared parental leave without pay, unless this date is modified with the Council's consent;
 - B) Following the employee's return to work, as described in section (A), the employee will work for a period equal to the period in respect of which they are granted the allowance;
 - C) Should the employee fail to return to work in accordance with section (A), or should the employee return to work but fail to work for the total period specified in section (B), for reasons

other than death or lay-off, the employee recognizes that they will be indebted to the Council for the full amount received as parental leave allowance.

- c) Shared parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period; and/or
 - (ii) for up to a maximum of five (5) weeks (standard period) or eight (8) weeks (extended period), payment equivalent to difference between EI shared parental benefits and ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period which may result in a decrease in their EI shared parental benefits to which the employee would have been eligible if no extra moneys had been earned during this period;
 - (iii) Notwithstanding 26.14 c) ii) above, where an employee opts to receive Employment Insurance extended shared parental benefits, the parental allowance payments made in accordance with the Supplementary Employment Benefit Plan will be prorated. For clarity, the total amount of extended shared parental allowance payments made in accordance with the Supplementary Employment Benefit Plan shall not exceed the total amount had the parental allowance been paid over the EI standard shared parental benefit period.
 - (iv) where an employee couple is eligible for EI parental benefits, the parental allowance may be split between the two employees, according to the split approved by EI.
- d) the shared parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the Employment Insurance Act.

26.15 The maximum combined pregnancy, parental, and shared parental allowances payable to an individual or an employee couple under this collective agreement shall not exceed fifty-seven (57) weeks (standard period) or eighty-six (86) weeks (extended period) for each combined pregnancy, parental leave and shared parental leave without pay.

ARTICLE 27: LEAVE WITH OR WITHOUT PAY

27.01 Leave Without Pay for Long-Term Elder Care

Full or part-time employees who have at least one year of continuous service shall be granted upon request leave without pay for a minimum period of three (3) weeks and up to a maximum period of three (3) years for the long-term personal care of the employee's parents, step-parents or foster parents, and for the employee's spouse and spouse's parents. The employee shall give at least four (4) weeks' notice in writing before the date of commencement of the leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given.

27.02 Education Leave

Full or part-time employees who have at least three (3) years continuous service may, upon request and approval by the Council, be granted leave without pay for a period of up to one (1) year. Further extensions may also be granted at the discretion of the Council. Employees will provide the Council with proof of enrolment at the beginning of the education leave.

27.03 Personal Leave

- (a) Full or part-time employees who have at least three (3) years of continuous service may request a leave without pay for a period of up to three (3) years.
- (b) An employee must provide at least two (2) weeks notice for a leave period of less than six (6) months and at least four (4) weeks notice for a leave period of six (6) months or more.
- (c) It is understood that an employee's request must be made in writing to their supervisor and must confirm the length of the requested leave as well as the anticipated return to work date.
- (d) Council recognizes that many employees are involved with artistic communities and are involved in artistic pursuits of their own. It is understood that an employee may request a personal leave under this article in order to pursue artistic endeavours.

- 27.04
- (a) An employee who has been granted a personal leave of six (6) months or more in accordance with article 27.03 shall provide the Council at least four (4) weeks notice in writing of any change in the length of the leave and the anticipated return to work date.
 - (b) An employee who has been granted a personal leave of less than six (6) months in accordance with article 27.03 shall provide the Council at least two (2) weeks notice in writing of any change in the length of the leave and the anticipated return to work date.

27.05 Secondment to Another Organization

Full or part-time employees who have at least three (3) years continuous service may, upon request and approval by the Council, be granted leave without pay for the purposes of secondment to another organization for a period of up to one (1) year, in accordance with Council policy, as amended from time to time. Further extensions may be granted at the discretion of the Council.

27.06 Military Leave

- (a) Employees who are members of the Canadian Armed Forces Reserve may be granted two (2) weeks leave without pay each fiscal year for training purposes.
- (b) Employees who are members of the Canadian Armed Forces Reserve who volunteer or are required to go to active duty may be granted leave without pay for a maximum of one (1) year, in accordance with Council policy, as amended from time to time.

27.07 Personal day

Subject to operational requirements and with an advance notice of at least five (5) working days, an employee shall be granted in each fiscal year, one (1) day of leave with pay for reasons of a personal nature. The leave shall be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

27.08 Career Development leave with pay

- a) Career Development Leave with pay may be granted upon written application by the employee and with the approval of the Council. Career Development Leave may be granted for training directly related to Council's objectives.
- b) While an employee is on Career Development Leave with pay, costs directly attributable to the training will be fully paid for by the Council. While the employee may receive their regular salary, the employee will not receive compensation for overtime or travelling time spent while on leave.
- c) The employee may be compensated for all reasonable travel and other expenses related to training completed in accordance with this Article.
- d) An employee granted Career Development Leave for periods of three months or more will be required to sign an agreement with the Council stating that they will return to work for a period equal to at least one year. This period may be adjusted with the approval of the Director General.
- e) If the employee:
 - i) fails to complete the training or assignment;
 - ii) does not resume employment with the Council on completion of the training or assignment;or
 - iii) ceases to be employed before termination of the period the employee has undertaken to serve after completion of the training or assignment;the employee shall repay the Council all salary and allowances paid to the employee under this Article during the leave or such lesser sum as shall be determined by the Council.

27.09 Leave with income averaging

Upon request and with the approval by the Manager, an employee shall be entitled to reduce the number of weeks they work in any 12-month period by taking leave without pay for a minimum of five (5) weeks to a maximum of three (3) months, with income averaged over the full 12-month period. Pension and other benefits will be calculated as if the employee was on paid leave.

27.10 Self-funded leave

Upon request and with the concurrence of the Council, an employee shall be entitled to a period of Leave Without Pay of not less than six (6) consecutive months and not more than one (1) year that is to commence immediately after a period not exceeding six (6) years after the date on which the earnings deferrals for the leave of absence commence.

27.11 Compassionate Care Leave

- a) For the purpose of this clause, family member is defined as the employee's spouse or common-law partner, the employee's child or the child of the employee's spouse or common-law partner, a parent of the employee or spouse or common-law partner of the parent, and any other person

who is a member of a class of persons prescribed for the purposes of this definition “family member” in sub-section 23.1[1] of the Employment Insurance Act.

- b) The employee shall be granted leave without pay for a period up to eight (8) weeks to provide care or support to a family member if a medical doctor or qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- c) A leave of absence under this clause may only be taken in periods of not less than one week’s duration.
- d) The entitlement to leave without pay 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 is eight (8) weeks within the twenty-six (26) week period.
- e) The medical certificate referred to in clause (b) above shall be provided to the Council within fifteen (15) days of an employee’s return to work.
- f) The Council will continue to ensure coverage and to pay the employer’s share of contributions to the benefits specified in Section 209.2 (1), Division VII, Part III of the Canada Labour Code, specifically pension, health and disability benefits.

27.12 Other Leave Requests

The Council may, in its discretion, grant leave with or without pay for purposes other than those specified in this Agreement.

27.13 Return from Approved Leave of Absence

- (a) An employee who returns from a leave of absence of one (1) year or less shall be returned to the position occupied at the time of granting of the leave, or if eliminated, to a position at the same level.
- (b) An employee whose position is eliminated during an approved leave of absence shall be given their notice of lay off and shall be subject to the provisions of Article 16 immediately upon their return from the approved leave of absence.
- (c) An employee who returns from a leave of absence in excess of one (1) year shall not be guaranteed return to a position with the Council. If no position is vacant and available on the employee’s scheduled date of return, the employee shall be entitled to recall in accordance with Article 16 and severance in accordance with Article 16.03 (1) (e), but shall not be entitled to salary continuance.

ARTICLE 28: SPECIAL LEAVE

28.01 Bereavement Leave

- (a) When a member of the employee’s immediate family, as defined in Article 2(p), dies, the employee shall be entitled to bereavement leave for a period of up to five (5) working days. During that period, the employee shall be entitled to bereavement leave for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may request up

to three (3) additional working days bereavement leave, for the purpose of travel related to the death.

- (b) An employee shall be entitled to two (2) working days bereavement leave in the event of the death of a child-in-law or sibling-in-law.
- (c) It is recognized that the circumstances which call for leave in respect to bereavement are based on individual circumstances. Upon request of an employee and after considering the particular circumstances, the Director of Human Resources may grant leave with pay for a period greater than and /or in a manner different from that provided for in this article.
- (d) An employee shall be entitled to bereavement leave under 28.01 a) when they, the person with whom they intend to have a child, or their surrogate suffer from a miscarriage or a stillbirth. For the purpose of this article, "miscarriage" means a termination of pregnancy before the twentieth (20th) week, and a "stillbirth" is defined as a termination of pregnancy on or after the twentieth (20th) week. This leave may be taken no later than twelve (12) weeks after the latest of the days on which any funeral, burial or memorial service occurs.

28.02 a) Marriage Leave

After the completion of one (1) year's continuous employment at the Council, providing an employee gives the Council at least five (5) days' notice, the employee shall be granted five (5) days' Special Leave for the purpose of getting married.

b) Spousal Union Leave

After the completion of one (1) year's continuous employment at the Council, providing an employee gives the Council at least five (5) days' notice, the employee shall be granted five (5) days' Special Leave for the purpose of declaring a spousal union with another person in a public ceremony. This ceremony may be civil or religious.

28.03 Other Special Leave

- (a) For the purpose of this clause, 'immediate family' is defined per Article 2 and in addition:
 - (i) Any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- (b) The total leave with pay which may be granted under Clause 28.03 shall not exceed forty five (45) hours in a fiscal year.
- (c) Subject to clause 28.03 (b), the employer shall grant leave with pay under the following circumstances:
 - (i) to take a immediate family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

- (ii) to provide for the immediate and temporary care of a sick member of the employee's immediate family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (iii) to provide for the immediate and temporary care of an elderly member of the employee's immediate family;
- (iv) for needs directly related to the birth or to the adoption of the employee's child, which may be divided into two (2) periods and granted on separate days.
- (v) when an employee is required to attend to legal matters, such as acting as an executor in the settling of an estate;
- (vi) up to one (1) day for the purpose of moving within the National Capital Region and up to two (2) days for moves outside of or into the region.

28.04 Medical appointments for pregnant employees:

- a) Up to three decimal seventy-five (3.75) hours of reasonable time off with pay per visit will be granted to pregnant employees for the purpose of attending routine medical appointments.
- b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences will be charged to sick leave.
- c) The Employee shall make all reasonable efforts to schedule such appointments outside of working hours.

28.05 Domestic Violence Leave

For the purpose of this article, domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.

- a) The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b) Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. To seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
 - ii. To obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. To obtain professional counselling;
 - iv. To relocate temporarily or permanently;

- v. To seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c) The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d) Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to Council, be considered as meeting the requirements of this article.

Notwithstanding clauses 28.05 b) and 28.05 c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

ARTICLE 29: COURT LEAVE

29.01 The Council shall grant leave with pay to an employee who is absent from work by reason of being 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, coroner;
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 30: SABBATICAL LEAVE

- 30.01 The purpose of Sabbatical Leave is to provide Canada Council employees with an additional opportunity to maintain close contact with a changing world, thus enriching the Council's knowledge of the community which its programs are designed to serve and assisting employees' long range career development.
- 30.02 Regular employees who have been working at the Council for a minimum of five (5) years may be granted Sabbatical Leave for a period of up to one year. Extensions may be granted with the Director General's approval.

- 30.03 Employees applying for Sabbatical Leave will propose to spend the leave time engaged in a project, assignment, or employment which will make a significant contribution to their future performance at the Council. The Council, in considering the application for approval, will also assess the budgetary effect of replacement assistance which may be required during the employee's absence and an assessment of the impact the leave may have on the level of service which Council will be able to maintain.
- 30.04 Employees must apply for Sabbatical Leave in writing to their Head of Section for submission to the appropriate Director General. If approved, the Council may pay up to 33% of the employee's salary during the sabbatical period. The employee will be required to continue their contributions to cost-shared benefits. The Council, for its part, will continue all Council-paid benefit contributions.
- 30.05 If Sabbatical leave is approved, the employee will be asked to sign an agreement with the Council stating that they will return to work for a period equal to the period of leave taken and that they will return to work on the date of the expiry of their Sabbatical Leave, unless this date is modified with the Council's consent.
- 30.06 If the employee:
- i) fails to complete the sabbatical assignment as requested;
 - ii) does not resume employment with the Council on completion of the sabbatical; or
 - iii) ceases to be employed before termination of the period the employee has undertaken to serve after completion of the sabbatical assignment;
- the employee shall repay the Council all allowances paid to the employee under this Article during the leave or such lesser sum as shall be determined by the Council.

ARTICLE 31: SICK LEAVE

- 31.01 Regular full or part time employee who has at least thirty (30) days of continuous service may take up to seventy-five (75) hours of sick leave with pay during a Leave year.
- 31.02 Employees may take sick leave for any of the following reasons:
- a) personal illness or injury of the employee
 - b) organ or tissue donation from the employee
 - c) medical or dental appointments for the employee during working hours
 - d) quarantine of the employee
- In cases of medical appointments related to pregnancy, refer to article 28.05.
- 31.03 The employee shall make all reasonable efforts to schedule any medical or dental appointments outside of working hours.
- 31.04 The Employer may require, through a written request made within fifteen (15) days after the employee's return to work, that the employee provide a medical certificate issued by a health care practitioner with respect to any period of sick leave of at least five (5) consecutive days. This does not restrict the Council from seeking medical information including but not limited to information regarding an employee's medical restrictions and limitations for other purposes, such as management of long term or ongoing medical leaves, in order to consider requests for accommodation, and in the course of return-to-work processes.

- 31.05 The Employer accepts to reimburse medical certificates, to a maximum of thirty-five dollars (\$35.00) per certificate, upon receipt of appropriate proof that such cost was incurred, where such medical certificate is related to Sick Leave, Extended Sick Leave or Long Term Disability.

ARTICLE 32: SHORT TERM DISABILITY

- 32.01 The Parties recognize that, although in some instances, a third-party insurance provider may refer to the benefits described in this Article as Extended Sick Leave, it is understood that the use of Short Term Disability refers to these same benefits described in this Article.

- 32.02 Regular full or part time employees are entitled to submit a request for Short Term Disability when the employee:

- a) has been sick or disabled for a period beyond ten (10) working days; or
- b) is advised by a licensed health care practitioner that their leave for sickness or disability will be for a period beyond ten (10) working days.

- 32.03 In order to submit a request, an employee must submit a medical certificate issued by a licensed health care practitioner to the Human Resources and Organisational Development Section. This medical certificate must specify the expected duration of the leave.

The Council will then refer the Short Term Disability request to the third-party insurance for review and decision. The third-party insurance will inform the employee of all required documentation for the request to be assessed. The employee and Council will be notified in writing as to whether the request has been approved or declined.

- 32.04 When the request is approved, the third-party insurance will communicate the next steps in writing to the employee. The employee will be periodically contacted by the third-party insurance. The intent of such contact is to ensure the employee is receiving appropriate treatment, to offer assistance in getting help that will aid the employee's recovery, and to assess whether the modified work or a modified schedule is required. In the case of the latter, the insurance representative (rehabilitation counsellor) shall assist the Council in developing an appropriate return to work plan.

- 32.05 Where an employee is granted sick leave and Short Term Disability Benefits are 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. For greater clarity, the period of Short Term Disability Benefits begins on the first day of illness or injury as stated in the medical certificate and continues provided the illness or injury is not interrupted for one hundred and five (105) calendar days. Any paid leave credits used from the first day of illness or injury will be restored.

If the disability is a recurring illness or injury and is interrupted by periods of less than two (2) weeks, the days of illness or injury will be cumulative in order to satisfy the long-term disability waiting period of one hundred and five (105) days.

If the disability is a non-recurring illness or injury each period will be treated as a new period of illness and the Short Term Disability will begin anew for each illness or injury.

- 32.06 Once Short Term Disability Leave has been approved by the third party insurance, the Level of Benefits payable during Short Term Disability are as follows:

Length of Service

Short Term Disability Benefits

Less than one months	up to 15 weeks at 70% of salary
One months, but less than one year	up to 2 weeks at full salary, followed by 13 weeks at 70% of salary
One year, but less than two years	up to 4 weeks at full salary followed by 11 weeks at 70% of salary
Two years, but less than three years	up to 6 weeks at full salary followed by 9 weeks at 70% of salary
Three years, but less than four years	up to 8 weeks at full salary followed by 7 weeks at 70% of salary
Four years, but less than five years	up to 10 weeks at full salary followed by 5 weeks at 70% of salary
Five years and over	up to 15 weeks at full salary

- 32.07 The Council may also request, at any time during the Short Term Disability Leave period, a medical examination by a physician, chosen by the Council.
- 32.08 An employee who refuses to meet any of the requirements outlined in Articles 32.02, 32.03, 32.04 and 32.07 may lose all rights to Short Term Disability Leave benefits.
- 32.09 Short Term Disability Plan benefits may not be payable following notice of termination of employment without substantiating medical evidence.
- 32.10 Short Term Disability Plan entitlements are not cumulative and have no cash value on termination of employment.
- 32.11 Short Term Disability Plan benefits are not payable for disabilities resulting from employment to another employer for which worker's compensation benefits are payable.
- 32.12 Short Term Disability Plan benefits will be payable for illness or injury arising from the use of drugs or alcohol or a sexually transmitted disease only when the employee is receiving continuing treatment under the care of a licensed medical practitioner.
- 32.13 Short Term Disability Plan benefits will be reduced by the amount of any other disability benefits received or to which the employee is eligible under any government disability plan. The employee agrees to disclose any other disability benefits received during the Short Term Disability Leave period.
- 32.14 The maximum period for which benefits may be payable for a single Short Term Disability Leave or recurrence within twelve (12) months of same under this Article is one hundred and five (105) calendar days.
- 32.15 After one hundred and five (105) calendar days, the employee shall receive long-term disability benefits under the Council's long-term disability plan, provided that the employee meets the eligibility requirements of the plan.

ARTICLE 33: LABOUR – MANAGEMENT JOINT CONSULTATION

- 33.01 A Labour – Management Relations Committee shall be appointed consisting of an equal number of representatives, of at least two (2), from the Union and the Council. The Committee shall meet on

request of either party, and at least once per two (2) months between September and June, during the term of this agreement for the purpose of discussing all matters of mutual concern. The Committee shall have the power to make recommendations to the Council, providing such recommendations do not conflict with the content or intent of this Collective Agreement.

- 33.02 In order for consultation to be effective, the parties will ensure that their delegates are official representatives that may speak on behalf of the parties with regards to subjects dealt with in the joint consultation process.
- 33.03 The Union and Council will alternate responsibility for preparing the agenda, typing the minutes and ensuring that minutes are distributed as soon as possible. Such minutes will be signed by both parties and shall be posted for the information of all employees.
- 33.04 The Committee will discuss and make recommendations to Council regarding staff training, development, and workload.

ARTICLE 34: NO STRIKES OR LOCKOUTS

- 34.01 The Council agrees that it will not cause or direct any lockout of its employees during the term of this Agreement.
- 34.02 The Union agrees there will be no strikes during the term of this Agreement.

ARTICLE 35: TERM AND CASUAL EMPLOYEES

- 35.01 The following Articles of this Agreement shall not apply to term employees:
- | | |
|-----------------|---|
| 16 | Layoff, recall and severance (except 16.03 (1) (a)) |
| 18 | Probation |
| 23.01 | Just cause |
| 26.10 and 26.12 | Pregnancy Allowance and Parental Allowance |
| 27.08 | Career Development leave with pay |
| 27.10 | Self-Funded Leave |
| 30 | Sabbatical Leave |
| 31 | Sick Leave, subject to 35.04 |
| 32 | Short-term disability |
| 36.04 | Union leave with pay |
- 35.02 In addition to the Articles specified in Article 35.01, the following Articles of the Agreement shall not apply to casual employees:
- | | |
|-------|--|
| 9 | Information |
| 12 | Hours of work |
| 15 | Pay Administration |
| 17 | Designated paid holidays, except 17.09 |
| 20 | Acting assignments |
| 23.01 | Just cause |
| 25 | Vacation leave, except for 25.12 |
| 26 | Pregnancy, parental and adoption leave |
| 27 | Leave with or without pay |
| 28 | Special leave |

- 29 Court leave
- 31 Sick Leave, subject to 35.04
- 32 Short term disability

- 35.03 a) Casual employees shall not be eligible for Group benefits as may, from time to time, be provided by the Council to other employees.
- b) Term employees are eligible for Council sponsored Group benefits, subject to the terms, conditions and limitations of each benefit program.
- 35.04 Term and casual employees who are hired for periods of at least thirty (30) days shall accrue sick leave with pay as follows:
- (a) after completing thirty (30) days of continuous employment with the Council, twenty-two and a half (22.5) hours of sick leave with pay; and
- (b) following the period of thirty (30) days referred to in paragraph (a), at the beginning of each month after completing thirty (30) days of continuous employment with the Council, 8.182 hours of sick leave with pay.

Term and casual employees may carry over unused sick leave credits from one year to the next.

- 35.05 Term and casual employees may take sick leave for any of the following reasons:
- a) personal illness or injury of the employee
 - b) organ or tissue donation from the employee
 - c) medical or dental appointments for the employee during working hours
 - d) quarantine of the employee.
- 35.06 Upon termination of employment, there shall be no cash or surrender value to unused credit. However, a term employee shall retain all unused medical leave credits if their break in service is less than one (1) year and if they are re-hired as a term employee.
- 35.07 Term employees who have completed three (3) years of continuous employment will see their status changed to indeterminate employees. The time worked by a term employee who becomes a regular employee in the same position they occupied as a term employee will be recognized for the completion of the probationary period stipulated in Article 18.
- 35.08 There shall be no artificial breaks in service of a term or casual employee. The Parties agree that for the purpose of this Article, a break of three (3) months or less shall not be considered a break in service for term employees.

ARTICLE 36: EMPLOYMENT EQUITY

- 36.01 The Union and the Council are committed to Employment Equity.
- 36.02 To this end the Council will maintain a Council-wide Joint Employment Equity Committee. The Union will appoint up to two (2) people to serve on the Committee.
- 36.03 The Committee will have the responsibility of consulting and collaborating in the ongoing implementation of the comprehensive employment equity plan that shall include qualitative and quantitative measures and strategies to remove barriers that equity group members face, and to achieve a representative workplace.

36.04 Time spent on the Committee by employees shall be considered time worked.

ARTICLE 37: DURATION

37.01 This Agreement shall be binding and remain in effect from the date of signing until June 30th, 2026.

37.02 Unless otherwise specified, all provisions of this Agreement shall take effect on the date of ratification of the Agreement by both the Council and the Union.

ARTICLE 38: CONTRACT REOPENER

38.01 This agreement may be amended by mutual consent of the parties.

ARTICLE 39: TECHNOLOGICAL CHANGE

39.01 In this Article technological change means:

(a) The introduction by the Council of equipment or material of a different nature than that previously utilized;

and

(b) A change in the manner in which the Council carries on the work that is directly related to the introduction of that equipment or material.

39.02 The Council agrees to provide as much advance notice as is practicable but, except in cases of emergency, 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 in the employment status or working conditions of the employees.

39.03 Both parties recognize the overall advantages of technological change. When technological change is to be implemented the Council agrees to meet and discuss with the Union and the Employee(s) involved the effect of such technological changes on the Employee(s) and to consider practical ways and means including in house training, to minimize adverse effects if any, upon the employee(s) concerned.

ARTICLE 40: CONTRACTING OUT

40.01 The Council may contract out work provided that it does not cause the involuntary termination of indeterminate employees. The Council 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 in accordance with Article 15.07.

40.02 The Council agrees that persons not covered by the terms of this agreement will not perform duties normally assigned to persons in the bargaining unit, except in cases of emergency, for special projects or as may otherwise be mutually agreed in writing.

ARTICLE 41: TELEWORK AND REMOTE WORK

- 41.01 For the purpose of this Article a telework or remote work agreement are defined as per the Council's Telework and Remote Work Policy, as amended from time to time.
- 41.02 Employees shall be informed that participation in telework and remote work is voluntary and that they are not required to telework or work remotely.
- 41.03 An employee may request to enter into a new telework or remote work agreement, or request a review that could result in an adjustment of an existing agreement. A request for a new telework or remote work agreement, or the review of an existing agreement will be considered on a case-by-case basis and a decision shall be provided within twenty-eight (28) calendar days of the request. Approval shall not be unreasonably denied.
- 41.04 If Council denies a request for a telework or remote work agreement, or for a review of an existing agreement, then Council shall provide the reasons in writing.
- 41.05 Council may modify, suspend, or terminate a telework or remote work agreement in accordance with the Telework and Remote Work Policy, as amended from time to time. Council will provide at least twenty-eight (28) calendar days notice, unless the modification, suspension or termination of the telework or remote work agreement arises from a health and safety concern. Reasons for the modification, suspension, or termination shall be provided to the employee in writing.
- 41.06 Employees may request to modify, suspend, or terminate a telework or remote work agreement by providing at least fourteen (14) calendar days notice. Council will provide a response to the request within fourteen (14) calendar days of receiving such request. Such a request shall not be unreasonably denied.
- 41.07 Notwithstanding the above, nothing restricts an employee's right to request to telework or work remotely on a temporary or as-needed basis without establishing a formal agreement. Such requests shall not be unreasonably denied.
- 41.08 Provision of Equipment and Supplies
- Council shall provide all employees in a telework or remote work agreement with all equipment and software in accordance with the Council's Telework and Remote Work Policy, as amended from time to time.
- 41.09 Unless otherwise specified in this Article, all terms and conditions of a telework or remote work agreement shall be consistent with the provisions of the Collective Agreement.

Signed at Ottawa this 7th day of February 2024.

For the Public Service Alliance of Canada



Alex Silas
Regional Executive Vice-President, NCR



Renée Allard
Bargaining Team Member



Rachelle Malone
Bargaining Team Member



Line Dezainde
Bargaining Team Member



James Missen
Bargaining Team Member

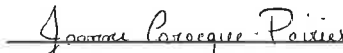


Mathieu Brûlé
Negotiator

For the Canada Council for the Arts



Michelle Chawla
CEO and Director



Joanne Larocque-Poirier
Director General, Communications and Arts
Engagement



Eva Jacobs
Chief Financial, Administration and Security Officer



Felipe Diaz
Director, Granting Program Operations



Martine Flibotte
Director, Human Resources and Organizational
Development

APPENDIX A – SALARY RANGES

		1	2	3	4	5
CC1	2021**	\$37,600	\$39,155	\$40,774	\$42,461	\$44,216
	2022	\$39,386	\$41,015	\$42,711	\$44,478	\$46,316
	2023	\$40,765	\$42,451	\$44,206	\$46,035	\$47,937
	2024	\$41,682	\$43,406	\$45,201	\$47,071	\$49,016
	2025	\$42,516	\$44,274	\$46,105	\$48,012	\$49,996
CC2	2021**	\$43,114	\$44,947	\$46,857	\$48,849	\$50,925
	2022	\$45,162	\$47,082	\$49,083	\$51,169	\$53,344
	2023	\$46,743	\$48,730	\$50,801	\$52,960	\$55,211
	2024	\$47,795	\$49,826	\$51,944	\$54,152	\$56,453
	2025	\$48,751	\$50,823	\$52,983	\$55,235	\$57,582
CC3	2021**	\$47,957	\$49,889	\$51,900	\$53,992	\$56,167
	2022	\$50,235	\$52,259	\$54,365	\$56,557	\$58,835
	2023	\$51,993	\$54,088	\$56,268	\$58,536	\$60,894
	2024	\$53,163	\$55,305	\$57,534	\$59,853	\$62,264
	2025	\$54,226	\$56,411	\$58,685	\$61,050	\$63,509
CC4	2021**	\$53,533	\$55,642	\$57,835	\$60,114	\$62,482
	2022	\$56,076	\$58,285	\$60,582	\$62,969	\$65,450
	2023	\$58,039	\$60,325	\$62,702	\$65,173	\$67,741
	2024	\$59,345	\$61,682	\$64,113	\$66,639	\$69,265
	2025	\$60,532	\$62,916	\$65,395	\$67,972	\$70,650
CC5	2021**	\$60,384	\$62,947	\$65,619	\$68,404	\$71,307
	2022	\$63,252	\$65,937	\$68,736	\$71,653	\$74,694
	2023	\$65,466	\$68,245	\$71,142	\$74,161	\$77,308
	2024	\$66,939	\$69,781	\$72,743	\$75,830	\$79,047
	2025	\$68,278	\$71,177	\$74,198	\$77,347	\$80,628
CC6	2021**	\$66,122	\$68,876	\$71,745	\$74,734	\$77,847
	2022	\$69,263	\$72,148	\$75,153	\$78,284	\$81,545
	2023	\$71,687	\$74,673	\$77,783	\$81,024	\$84,399
	2024	\$73,300	\$76,353	\$79,533	\$82,847	\$86,298
	2025	\$74,766	\$77,880	\$81,124	\$84,504	\$88,024
CC7	2021**	\$72,176	\$75,229	\$78,412	\$81,730	\$85,189
	2022	\$75,604	\$78,802	\$82,137	\$85,612	\$89,235
	2023	\$78,250	\$81,560	\$85,012	\$88,608	\$92,358
	2024	\$80,011	\$83,395	\$86,925	\$90,602	\$94,436
	2025	\$81,611	\$85,063	\$88,664	\$92,414	\$96,325
CC8	2021**	\$79,344	\$82,642	\$86,078	\$89,656	\$93,382
	2022	\$83,113	\$86,567	\$90,167	\$93,915	\$97,818
	2023	\$86,022	\$89,597	\$93,323	\$97,202	\$101,242
	2024	\$87,957	\$91,613	\$95,423	\$99,389	\$103,520
	2025	\$89,716	\$93,445	\$97,331	\$101,377	\$105,590

		1	2	3	4	5
CC9	2021**	\$86,672	\$90,255	\$93,988	\$97,874	\$101,921
	2022	\$90,789	\$94,542	\$98,452	\$102,523	\$106,762
	2023	\$93,967	\$97,851	\$101,898	\$106,111	\$110,499
	2024	\$96,081	\$100,053	\$104,191	\$108,498	\$112,985
	2025	\$98,003	\$102,054	\$106,275	\$110,668	\$115,245
**Ranges from the last Collective Agreement (July 1, 2018 to June 30, 2022)						

Pay Notes:

- All wage increases and adjustments provided for in this Agreement will be retroactive and fully pensionable to July 1, 2022.
- Retroactive increases shall be paid to all former and current employees of Council employed during the periods covered by the increases.

Effective July 1, 2022: 4.75%

Effective July 1, 2023: 3.50%

Effective July 1, 2024: 2.25%

Effective July 1, 2025: 2.00%

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A DEFINITION OF THE BARGAINING UNIT

This memorandum is to give effect to the agreement reached between the Council and the Public Service Alliance of Canada in respect to an appropriate definition of the bargaining unit that will encompass the employees from the *Support Staff* and the *Professional Staff* which clarifies that set out in the current collective agreements.

The parties will undertake a review of the current situation with the goal of proposing a common submission to the Canada Industrial Relations Board (CIRB).

Should the parties not reach an agreement within one hundred and eighty (180) days from the commencement of their discussion, they will refer the matter directly to the Canada Industrial Relations Board (CIRB).

The parties agree to modify the definitions when a new CIRB certificate is issued. The definitions in the new CIRB certificate will be adopted and will replace the definitions in Article 4.01.

MEMORANDUM OF UNDERSTANDING – TRANSITIONAL PROVISIONS

This memorandum reflects the agreement reached by the parties during bargaining for the purposes of transition to a new Job Evaluation Framework.

JOB SUMMARY ROLE PROFILE REVIEW EXERCISE

- Step 1 An employee has until January 27th, 2012, to submit a request for a revision of their job summary, role profile and/or a request for classification review to their supervisor with a copy to Human Resources Division.
- Step 2 The Employer *shall validate the information, review the request* and provide a written decision as to the proposed revision or classification level to the employee within ninety (90) days of the submission to HR.
- Step 3 In the event that an Employee disagrees with classification level resulting from the completion of step 2, the appeals process below will apply.

TRANSITIONAL APPEALS PROCESS

- 1. An employee may file an appeal of their classification level within thirty (30) calendar days of being provided with their classification results provided in Step 2 above.
- 2. Appeals shall be heard by the Job Evaluation and Classification Committee within ninety (90) calendar days of receiving the Appeal. One (1) representative, knowledgeable in classification, acting on behalf of the employee making the appeal, shall be included as part of the Job Evaluation and Classification Committee as an observer. The Alliance shall name their committee representatives within 60 days of the date of ratification of the Collection Agreement.
- 3. The employee has the right to be represented in the Appeal by a Union steward.
- 4. In conducting the review, all participants to the appeal process, 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.
- 5. The Job Evaluation and Classification Committee shall provide the employee with a written response to their Appeal within thirty (30) calendar days of the hearing.
- 6. Should the employee be dissatisfied with the Classification Committee's response, the employee may file a grievance within thirty (30) calendar days of receiving the response.
- 7. Grievances shall proceed directly to arbitration, to be heard by a single arbitrator mutually agreed upon by the Union and the Employer. The arbitrator must be knowledgeable in job evaluation plans. Should the parties fail to reach agreement, either party may request the Federal Minister of Labour to appoint an arbitrator.
- 8. The arbitrator shall be mandated to determine the appropriate point rating for the factors in dispute. The decision of the arbitrator shall be final and binding.

9. Where an employee is successful in their grievance the arbitrator's ruling causes the employee's position to move to a higher level, the Article 15 Pay administration shall apply and the employee's pay shall be retroactively adjusted to July 1st, 2011.
10. The parties shall share the costs of the arbitrator, and be responsible for their own costs.
11. All the time limits may be extended by mutual agreement of the parties.
12. Job Classification – Points grid

Level	No. of Points
CC-1	000 – 399
CC-2	400 – 499
CC-3	500 – 599
CC-4	600 – 710
CC-5	711 – 799
CC-6	800 – 899
CC-7	900 – 999
CC-8	1000 – 1149
CC-9	1150 – 1299
CC-10	1300 +

LETTER OF UNDERSTANDING # 1 – PERFORMANCE EVALUATIONS

The Council will continue its current practice of conducting annual performance evaluations. The employee's views concerning contributions and achievements for the period under review will be invited and considered before the evaluation is documented. The Council and the employee will discuss the documentation of the evaluation prior to its contents being finalized. The employee shall be given the opportunity to sign the final version upon completion and to append written comments within one week. The employee shall be given a copy of the finalized evaluation, after it has been reviewed and signed by the Director General. Any changes to the evaluation process will be communicated to the employees through information sessions.

The Council recognizes that it does not cap or impose quotas on the results of Employees' annual performance evaluations.

The Parties agree that they shall, on an annual basis, meet to review the current performance evaluation practices and processes.

LETTER OF UNDERSTANDING # 2 – GROUP BENEFITS

During the life of this agreement, the Council shall not reduce, and will endeavour to improve, the Group insured benefits Coughlin & Associates Plan #200201 provided to employees as of the date of signing of this collective agreement.

In the event that Council issues an RFP for benefit providers the Council will ensure that the OPSEU Joint Trusted Benefit Fund receives a copy of the RFP and shall consider their proposal if one is submitted.

LETTER OF UNDERSTANDING # 3 – PERSONAL SUITABILITY

The parties agree that, for the purposes of Articles 16 and 19, personal suitability is a component of knowledge, skill and ability, and that the Council may consider an employee's personal suitability in staffing actions under these Articles.

LETTER OF UNDERSTANDING # 4 – TRAVEL POLICY

The parties acknowledge that the Council's Travel Policy, as amended from time to time, applies to bargaining unit employees. In the event that Council intends to reduce any amounts or benefits in the Policy, it shall enter into meaningful consultation with the Union prior to implementing such changes.

LETTER OF UNDERSTANDING # 5 – SEASONAL HOURS

The Council agrees that its present practice in respect of summer hours and Holiday closure shall continue for the life of this collective agreement.

LETTER OF UNDERSTANDING # 6 – INTERNSHIP

The Canada Council for the Arts will develop an Internship program based on the following principles:

- Interns will not be used as a replacement for bargaining unit members' work; nor for filling a vacancy;
- All internship initiatives, including work placements and the plan of supervision will be discussed at Labour-Management Consultation meetings;
- Intern(s) will not form part of the bargaining unit;
- The duration of each internship will not exceed four (4) months, and Council will determine the rate of pay;
- Internship(s) will contribute to an exchange of knowledge between Council staff and the interns.

LETTER OF UNDERSTANDING # 7 – SENSITIVITY TRAINING

Council will continue to provide sensitivity training on diversity and equity issues. The Employer will engage in meaningful consultation with the Joint Employment Equity Committee (JEEC) on the content and delivery of training. Such training will be given to all employees of the Council.

LETTER #8 – JOB LIBRARY

April 24, 2015

PSAC

Re: Collective Bargaining- PSAC- Response to Article 9

This letter will confirm that Council shall continue to make available to all members of the bargaining unit an electronic job library with current job profiles.

Regards,

A handwritten signature in black ink, appearing to be 'Laurie-Eve Bergeron', written over a circular stamp or seal.

Laurie-Eve Bergeron, Director Human Resources

LETTER OF UNDERSTANDING #9 – WORKSPACES

The Council agrees to meet with local representatives of the Union to discuss scheduled renovations and enhancements to workspaces.

LETTER OF UNDERSTANDING #10 – PRE-RETIREMENT TRANSITION LEAVE POLICY

1. The Council agrees that it will develop and implement a policy on Pre-Retirement Transition Leave during the life of the collective agreement.
2. Prior to implementation, the Council agrees to engage in meaningful consultations with the Union.

LETTER OF UNDERSTANDING #11 – COMPRESSED WORK WEEK GUIDELINES

The Employer agrees to develop Compressed Work Week Guidelines within six (6) months of the signing of the collective agreement. The Employer will engage in meaningful consultation with the Union to develop and implement such Guidelines.

LETTER OF UNDERSTANDING #12 – HEALTH AND WELLNESS PROGRAM

The Employer will endeavor to develop and implement a Health and Wellness Program during the life of the collective agreement.