

COLLECTIVE AGREEMENT

BETWEEN

THE CANADIAN MUSEUM  
OF CIVILIZATION CORPORATION

AND

THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA

Expiry date:  
**September 30, 2011**

**13474 (02)**

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## **CHAPTER A**

### **GENERAL**

#### **ARTICLE A1 - PURPOSE OF AGREEMENT**

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

#### **ARTICLE A2 – RECOGNITION**

A2.01 The Corporation recognizes the Professional Institute of the Public Service of Canada as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board on July 16, 1992, and as amended by the Board on May 14, 1993.

#### **ARTICLE A3 – APPLICATION**

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

A3.02 In this Agreement, the masculine gender is used without discrimination and only to lighten the text.

#### **ARTICLE A4 - MANAGEMENT RIGHTS**

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

##### **A 4.02 Contracting Out**

The Corporation will give all reasonable consideration to give employment in the Corporation to employees who would otherwise become redundant because work is contracted out.

## ARTICLE A5 - INTERPRETATION AND DEFINITIONS

A5.01 For the purpose of this Agreement,

- (a) "bargaining unit" means the employees of the Corporation as defined in the certificate issued by the Canada Industrial Relations Board on July 16, 1992 and amended May 14, 1993;
- (b) a "spouse" means the individual who has been declared by the employee as per the completed and signed Spousal Declaration form included in this Collective Agreement;
- (c) "continuous employment" means uninterrupted employment with the Canadian Museum of Civilization Corporation.

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

- (d) "Corporation" means the Canadian Museum of Civilization Corporation, which includes the Canadian War Museum, the Canadian Postal Museum and the Canadian Children's Museum established under the *Museum Act*;
- (e) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (9) "holiday" means the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a holiday in this Agreement;
- (g) "double time" means two (2) times the employee's hourly rate of pay;

- (h) "employee" means a person so defined in the Canada *Labour Code*, and who is included in the Bargaining Unit;
- (i) "day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of his or her being on leave or absent from duty without permission;
- (j)
  - (i) "Full-time Employee" means an employee who regularly works the hours of work established in the Hours of Work Article;
  - ii) "Part-time Employee" means an employee who regularly works less than the normal hours of work of a full time employee;
  - (iii) "Temporary employee" means an employee who is hired for the purpose of:
    - (a) replacement of permanent employees who are on leave with or without pay, or
    - (b) temporary assignments with budgetary or specified time limits, or
    - (c) non-recurring work;
  - (iv) "Permanent employee" means an employee who is hired for an indeterminate period
- (k) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2);
- (l) "Institute" means the Professional Institute of the Public Service of Canada;
- (m) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function. The end of a temporary

employee's specified period of employment does not constitute a lay-off;

(n) "leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;

(o) "membership dues" means the dues established pursuant to the constitution of the Bargaining Agent as the dues payable by its members as a consequence of their membership in the organization;

(p) "overtime" means:

(i) in the case of a full-time employee, authorized work in excess of his or her scheduled hours of work;

or

(ii) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee, but does not include time worked on a holiday;

(q) "time and one-half" means one and one half (1 1/2) times the employee's hourly rate of pay;

(r) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

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

## **ARTICLE A6 - OFFICIAL TEXTS**

A 6.01 Both the English and French texts of this Agreement are official.



## CHAPTER B

### WORKING CONDITIONS

#### ARTICLE B I - HOURS OF WORK

##### B1.01 General

For the purpose of this Article,

- (a) "day" means a twenty-four (24)-hour period commencing at 00:00 hour;
- (b) "week" means a period of seven (7) consecutive days beginning at 00:00 hour Thursday morning and ending at 24:00 the following Wednesday.

##### B1.02

- (a) Normal hours of work of employees shall be scheduled to provide for a work week of thirty-seven and one-half ( $37\frac{1}{2}$ ) hours and a scheduled work day of seven and one-half ( $7\frac{1}{2}$ ) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.

However, the employee shall be notified at least fourteen (14) calendar days in advance of the requirement to work when, due to operational requirements, the employee is scheduled to work outside of these hours as follows,

- (i) thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week, or upon mutual agreement an average of thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week;
- (ii) a work day of seven and one-half ( $7\frac{1}{2}$ ) consecutive hours, exclusive of a lunch period, between the hours of 6:00 and 24:00, in keeping with operational requirements;

- (b) Two consecutive days of rest will be scheduled during each seven (7) day period unless operational requirements do not so permit.
- (c) Each employee is entitled to one or more break periods totaling no more than thirty (30) minutes in a work day.

### B1.03 Alternative Work Arrangement

- (a) Upon request by either the Corporation, the Institute or an employee, the parties shall meet to review any changes in hours of work. Where operational requirements permit, the proposed changes shall be accommodated. It is understood that changes may include compressed work week, flexible hours, telework or job sharing.
- (b) The parties recognize that, pursuant to the *Canada Labour Code*, a joint submission to the Minister of Labour may be required to implement the hours of work outlined in clause B1.02 (a). The parties agree to make these joint submissions as required to maintain these hours as long as the provisions of this Agreement are in effect. Neither party shall seek to unilaterally change the hours of work covered by the authorization.

## ARTICLE B2 - OVERTIME

- B2.01 All overtime must be pre-authorized by the Corporation. Overtime that has not been pre-authorized may not be compensated.
- B2.02 Each fifteen (15) minute period of overtime shall be compensated according to the following:
  - (a) on his or her normal work day, at the rate of time and one-half (1 1/2) for each hour of overtime worked;
  - (b) on his or her first day of rest, at time and one-half (1 1/2) for each hour of overtime worked:

- (c) on his or her second day of rest, at double time (2) for each hour of overtime worked;
  - (i) notwithstanding clause B2.02 (c) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Corporation permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1%) for each hour of overtime worked.
  
- (d)
  - (i) on a designated holiday, compensation shall be granted on the basis of time and one-half (1 1/2) for each hour worked, in addition to the compensation that he would have been granted had he not worked on the designated holiday;

or

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

B2.03 An employee shall be compensated at their regular rate of pay for all work performed during their normal scheduled hours of work.

B2.04 Where operational requirements permit, the Corporation shall make every reasonable effort to give employees who are required to work overtime reasonable advance notice of this requirement.

B2.05 Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Corporation, overtime may be compensated in equivalent leave with pay. Where overtime is replaced by compensatory leave, refer to article C-11.

## **B2.06 RATES EFFECTIVE OCTOBER 1, 2004**

- (a) An employee who works three (3) or more consecutive hours of overtime immediately before or immediately following his or her scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided. Reasonable time with pay to be determined by the Corporation shall be allowed to the employee in order to take a meal either at or adjacent to his or her place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars and fifty cents (\$10.50) except where free meals are provided.

## **ARTICLE B3 - DESIGNATED PAID HOLIDAYS**

**B3.01** Subject to B3.02, the following days are designated paid holidays for the employees, including temporary employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day
- (e) Labour Day
- (9) Thanksgiving Day
- (g) Remembrance Day
- (h) Christmas Day
- (i) Boxing Day

- (j) Easter Monday
- (k) One additional day in each year, or either St-Jean Baptiste Day for employees working in Quebec or the first Monday in August for employees working in Ontario.

### B3.02

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

- (e) Should the employee, after receiving approval for their alternate designated paid holiday(s) in accordance with the above, then be required to work on that date and does report to work, then this day shall be treated as a designated paid holiday and shall be compensated in accordance with the provisions of the Collective Agreement.
- (f) When an employee leaves the Corporation, and this employee was granted alternate designated paid holidays under this Article, the employee shall be paid one (1) day's salary in lieu of an alternate designated paid holiday if the employee leaves prior to June 30 of the same year. If the employee leaves the Corporation between July 1 and December 31 of the same year, the employee shall receive two (2) days' salary in lieu of the alternate designated paid holidays, unless the employee has already used the applicable number of alternate designated paid holidays. If the alternate designated paid holiday(s) have been used in excess of the entitlements, the excess shall be deducted from the employee's separation pay, unless otherwise approved by the Vice-president, Human Resources.

**B3.03** When a day designated as a holiday under clause B3.01 or B3.02 coincides with an employee's day of rest, the holiday shall be moved to the next scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

**B3.04** An employee absent without pay on both their full working day immediately preceding and their full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article C13, Leave For Staff Related Matters.

**B3.05** When a day designated as a holiday for an employee is moved to another day under the provisions of clause B3.03:

- (a) work performed by an employee on the day from which the

holiday was moved shall be considered as work performed on a day of rest;

and

- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

**B3.06** When an employee works on a holiday, they shall be paid:

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

or

- (b) upon request, and with the approval of the Corporation, the employee may be granted:
  - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;

and

- (ii) pay at one and one half ( $1 \frac{1}{2}$ ) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work;

and

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

- (c) When an employee works on a holiday, which is not the employee's scheduled day of work, contiguous to a day of rest on which the employee also worked and received

overtime in accordance with the Overtime Article, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

B3.07 Where operational requirements permit, the Corporation shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

## **ARTICLE B4 -TRAVELLING TIME**

### **B4.01**

- (a) Employees in travel status will be reimbursed for all reasonable expenses in accordance with the Corporation's policy.
- (b) The Corporation shall adjust annually the rates of reimbursement using the Treasury Board's adjustments to travel costs rates of reimbursement as a general guide.

B4.02 When an employee travels on a normal working day but does not work, the employee shall receive his or her regular pay for the day.

B4.03 When the Corporation requires an employee to travel for the purpose of performing duties, the travel time will be treated as time worked under Articles B1, B2, B3 and B5. The employee shall be compensated in the following manner:

- (a) On a normal working day on which the employee travels and works, the employee shall be paid:
  - (i) his or her regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1-2) hours,

and

- (ii) at the applicable overtime rate for additional travel time



in excess of a seven and one-half (7 1/2) hour period of work and travel.

B4.04 Where an employee travels on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled.

#### **ARTICLE B5- CALL BACK AND STANDBY**

B5.01 When an employee is called back to work or when an employee who is on stand-by duty is called back to work by the Corporation any time outside his or her normal working hours he shall be entitled to the greater of:

(i) a minimum of three (3) hours' pay at the applicable overtime rate,

or

(ii) compensation at the applicable overtime rate for each hour worked.

B5.02 If an employee is required to work or is called back to work:

(a) on a designated paid holiday which is not the employee's scheduled day of work,

or

(b) on the employee's day of rest,

or

(c) after the employee has completed his or her work for the day and has left his or her place of work,

or

(d) from standby duty and returns to the work place, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

the employee shall be paid the greater of:

(i) the minimum of three (3) hours pay at the applicable overtime rate,

or

(ii) compensation at the applicable rate of overtime for time worked,

B5.03 Time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

B5.04 No Pyramiding of Payments

Payments provided under this Article and the Overtime provisions of this Agreement shall not be pyramided, that is to say that an employee shall not receive more than one form of compensation for the same service.

B5.05 Compensation earned under this Article may be taken in the form of compensatory leave.

B5.06 When the Corporation requires an employee to be available on standby during off-duty hours an employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which he/she has been designated as being on standby duty.

## **ARTICLE B6 – IMMUNIZATION**

B6.01 The Corporation shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of his or her duties.

## **ARTICLE B7 - TECHNOLOGICAL CHANGE**

B7.01 The provisions of the *Canada Labour Code* related to technological change shall apply and shall be observed by the parties.

## **ARTICLE B8 - HEALTH & SAFETY**

B8.01 In accordance with the provisions of the Canada Labour Code, the Corporation shall make reasonable provisions for the occupational safety and health of employees.

## **ARTICLE B9 - PUBLICATIONS AND AUTHORSHIP**

B9.01 The Corporation agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Corporation.

B9.02 The Corporation agrees that original articles, professional or technical papers, monographs, audio-visual products, computer software, etc. prepared by an employee within the scope of his/her employment, will be retained on appropriate corporate files for the normal life of such work.

B9.03 Should the Corporation not wish to publish the material it will not unreasonably withhold permission for the author to publish elsewhere.

B9.04 When approval for publication is withheld, the author(s) shall be so informed in writing of the reason.

B9.05 When an employee acts as a sole or joint author or editor of an original publication, his or her authorship or editorship shall normally be shown on the title page of such publication.

B9.06

(a) The Corporation may suggest revisions to material and may withhold approval to publish an employee's work.

b) Where the Corporation wishes to make changes in material submitted for publication with which the author does not agree, the employee may exercise his/her right not to be acknowledged or credited publicly.

B9.07 When a disagreement arises from the suggested materials submitted, either of the parties may submit the case for review by an independent third party knowledgeable in the subject area and mutually acceptable to both parties. After hearing both parties, the independent third party makes a recommendation to the Corporation for final decision. The recommendation is also given to the Institute.

## **ARTICLE B10 - PART-TIME EMPLOYEES**

B10.01 Part-time employees shall be paid at the hourly rate of pay for all hours of work performed up to the daily or weekly hours of work that may be prescribed in Article B1 and at time and one-half (1 1/2) the hourly rate of pay for all hours of work performed in excess of those hours.

B10.02 A part-time employee shall not be paid for the designated holidays and floating holidays but shall, instead be paid a premium of four and one half percent (4 1/2%) for all straight-time hours worked.

B10.03 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause B3.01 of this Agreement, and Easter Monday and St. Jean Baptist Day or the first Monday in August, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter.

B10.04 Eligibility for part-time employees into the Superannuation Plan will be as defined in the *Public Service Superannuation Act*.

B10.05 Notwithstanding the provisions of clause F1.01, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate classification and level to produce the severance pay benefit.

B10.06 Notwithstanding the provisions of Article B10.01, a part-time employee may work unscheduled hours at straight time. These hours will be given to the employee on availability.

#### B10.07 Vacation Leave

- (a) In lieu of vacation leave with pay, a permanent part-time employee shall receive a premium of six percent (6%) of gross earnings for all straight time hours worked if the employee has completed less than five (5) years of service; eight percent (8%) if the employee has completed five (5) years of service; ten percent (10%) if the employee has completed eighteen (18) years of service; and twelve percent (12%) if the employee has completed twenty-eight (28) years of service.

Subject to operational requirements and upon request, a permanent part-time employee who is not entitled to receive vacation leave shall be entitled during each leave year to vacation leave without pay of three (3) weeks.

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

leave. This premium shall be calculated on straight time hours worked.

#### B10.08 Sick Leave

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

B10.09 Permanent part-time employees who are currently contributing to the Public Service Superannuation Plan shall continue to be eligible to receive pension benefits and the Supplementary Death Benefit pursuant to the provisions of the *Public Service Superannuation Act*.

### **ARTICLE B11 - RESTRICTION ON OUTSIDE EMPLOYMENT**

B11.01 Unless otherwise specified by the Corporation as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Corporation.

### **ARTICLE B12 - PROBATIONARY EMPLOYEES**

B12.01 A new employee will be considered on probation for a period of up to twelve (12) working months, excluding periods of extended leave.

B 12.02 During the probationary period the employee's suitability to become a permanent employee shall be assessed on the basis of:

- a) the successful completion of job duties
- b) conduct, including attendance
- c) the ability to work harmoniously with others
- d) the ability to adhere to CMCC policies and procedures.

## **CHAPTER C**

### **LEAVES**

#### **ARTICLE C1 - LEAVE - GENERAL**

- C1.01 When the employment of an employee who has been granted more vacation or sick leave with pay than he has earned is terminated by death or layoff, the employee is considered to have earned the amount of leave with pay granted to him.
- C1.02 An employee shall be informed, once in each fiscal year of the balance of their vacation, sick leave and compensatory leave (lieu time) credits and their alternate designated paid holiday balance.
- C1.03 The amount of leave with pay credited to an employee by the Corporation at the time when this agreement is signed shall be retained by the employee.
- C1.04 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- C1.05 An employee is not entitled to leave with pay during periods of leave without pay, educational leave or under suspension.
- C1.06 Unless otherwise stipulated in this Agreement, leave without pay in excess of three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and notice of lay-off and "service" for the purpose of calculating vacation leave entitlement and, shall not count for pay increment purposes.

#### **ARTICLE C2 - VACATION LEAVE**

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

## C2.02 Accumulation of Vacation Leave Credits

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

- (a) One and one-quarter (1 1/4) days until the month in which the employee's fifth (5th) anniversary of service occurs.
- (b) One and two-thirds (1 2/3) days commencing with the month in which the employee's fifth (5th) anniversary of service occurs.
- (c) Two and one-twelfth (2 1/12) days commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs.
- (d) Two and one-half (2 1/2) days per month commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

C2.03 (a) This clause applies to all employees who were employees of the Corporation as of September 30, 2004.

For the purposes of clause C2.02 only, 'service' means all service with the Corporation or service with the Federal Public Service prior to October 1, 2004, whether continuous or discontinuous. All such service shall count toward vacation leave except where a person who, on leaving the Corporation or the Federal Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off from the Corporation and is re-appointed to the Corporation within two (2) years following the date of lay-off.

(b) This clause applies to all employees hired after September 30, 2004.

For the purpose of clause C2.02 only, 'service' means all continuous or discontinuous service with the Corporation. However, a lay-off of less than twelve (12) months shall not be



considered to be a break in service but shall not count for the calculation of annual leave credits. Service shall not continue to accrue during the period of the lay-off.

#### C 2.04 Entitlement to Vacation Leave With Pay

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

#### C2.05 Provision for Vacation Leave

- (a) Employees are expected to take all their vacation leave during the leave year in which it is earned.
- (b) Vacation leave credits may be carried over from one year to the next to the extent such carry-over is not greater than one (1) year's vacation leave entitlement.
- (c) When an employee has excess vacation leave, the Corporation and the employee will attempt to determine a vacation period convenient to the Corporation and the employee. Subject to operational requirements, the Corporation shall make every reasonable effort to schedule excess vacation leave as requested by the employee.
- (d) When Where no agreement can be reached, the Corporation may schedule the excess vacation at a time satisfactory to it.
- (e) If on April 1, 2003 or on the date an employee becomes subject to this Agreement, the employee has vacation leave credits in excess of the carry-over limit set out in clause C2 05(b), the excess vacation leave credits will be transferred to a separate excess vacation leave credit bank, to be scheduled in accordance with clauses C2.05(c) and (d) during the period April 1, 2003 to July 31, 2006. A minimum of twenty-five percent (25%) of the excess vacation leave credits is to be scheduled in each fiscal

year. Any leave credits remaining in the excess vacation leave credit bank on July 31, 2006 shall be paid out in cash.

## C2.06 Replacement of Vacation Leave

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

- (a) is granted bereavement leave,
- or
- (b) is granted family related leave with pay,
- or
- (c) is granted sick leave on production of a medical certificate,

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

## C2.07 Recall From Vacation Leave

- (a) The Corporation will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave.
- (b) Where, during any period of vacation leave with pay, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Corporation, that he incurs:
  - (i) in proceeding to his or her place of duty. and
  - (ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled,

after submitting such accounts as are normally required by the Corporation.

## C2.08 The employee shall not be considered as being on vacation

leave during any period in respect of which he/she is entitled under clause C2.09 to be reimbursed for reasonable expenses incurred by him/her.

**C2.09 Cancellation of Vacation Leave**

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

**C2.10 Leave When Employment Terminates**

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

**C2.11 Vacation Leave Credits for Severance Pay**

Where the employee requests, the Corporation shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable him, for purposes of severance pay, to complete the first year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

**C2.12 Abandonment of Post**

Notwithstanding clause C2.10, an employee whose employment is terminated by reason of a declaration that he abandoned his or her position is entitled to receive the payment referred to in clause C2.10, if he requests it in writing within six (6) months following the date upon which his or her employment is terminated.

**C2.13 Recovery on Termination**

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

## **ARTICLE C3 - SICK LEAVE**

### **C3.01 Credits**

An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days.

### **C3.02 Sick leave with pay shall be granted to an employee who is unable to perform his or her duties because of illness or injury provided that:**

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

and

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

### **C3.03 Unless otherwise informed by the Corporation, a statement signed by the employee stating that because of illness or injury he was unable to perform his or her duties, shall, when delivered to the Corporation, be considered as meeting the requirements of clause C3.02(a).**

### **C3.04 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.**

### **C3.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause C3.02, sick leave with pay may, at the discretion of the Corporation, be granted to an employee**

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

(b) for a period of up to fifteen (15) days in all other cases,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

#### **ARTICLE C4 - MARRIAGE LEAVE WITH PAY**

C4.01 After the completion of one (1) year's continuous employment, and providing an employee gives the Corporation at least four (4) weeks' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.

C4.02 For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Corporation from any monies owed the employee.

#### **ARTICLE C5 - BEREAVEMENT LEAVE**

C5.01 For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse residing with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparent, grandchild, and relative permanently residing in the employee's household or with whom the employee permanently resides.

C5.02 It is recognized by the parties that the situations which call for leave in respect of bereavement are based on individual circumstances. On request, the Corporation may, after considering the particular circumstances involved, grant leave

with pay for a period greater than that provided for in clause C5.01, or, at the discretion of the Corporation, grant leave with pay in respect of persons not listed in clause C5.01.

C5.03 When a member of the employee's immediate family dies, an employee shall be entitled to bereavement leave for up to five (5) calendar days. During such leave the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.

C5.04 An employee is entitled to one (1) day's bereavement leave with pay for the purpose of bereaving the death of their, son-in-law, daughter-in-law, brother-in-law or sister-in-law and any other relative for whom the employee has care-giving responsibilities.

C5.05 The Corporation may require the employee to provide satisfactory validation for leave requested under this article.

## **\*ARTICLE C6 - MATERNITY AND PARENTAL LEAVE**

### **MATERNITY LEAVE:**

C6.01

(a) An employee who becomes pregnant shall, on request, be granted maternity leave without pay for a period beginning before, on or after the termination date of the pregnancy and ending not later than seventeen (17) weeks after the termination of her pregnancy for Employment Insurance (EI) benefit recipients pregnancy or for Quebec Parental Insurance Plan (QPIP) benefit recipients pregnancy, the option of either the basic plan of eighteen (18) weeks or the QPIP special plan of fifteen (15) weeks, subject to clause C6.02. The request for maternity leave must be accompanied by:

- a medical certificate from a qualified medical practitioner confirming pregnancy and expected date of the birth.

(b) An employee requesting maternity leave shall give the

Corporation four (4) weeks' written Notice of Intent to take the leave. A shorter notice period in writing shall be accepted for valid reasons.

(c) Notwithstanding clause C6.01 (a):

(i) where the employee's new born child is hospitalized within the period defined in clause C6.01 (a),

and

(ii) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, returns to work for all or part of the period during which her new-born child is hospitalized, the period of maternity leave without pay defined in clause C6.01 (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy for EI benefit recipients, or for QPIP benefit recipients, the option of either the basic plan of eighteen (18) weeks or the QPIP special plan of fifteen (15) weeks by a period equal to that portion of the period of the child's hospitalization during which the employee returned to work.

and

(iii) a request under this sub-clause must include proof of the duration of hospitalization for the new-born.

C6.02 An employee who has not commenced maternity leave without pay may elect to:

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

(b) use her sick leave credits (if applicable), up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article C3 (Sick Leave). For purposes

of the Article, illness or injury as defined in Article C3 (Sick Leave) shall include medical disability related to pregnancy.

C6.03 An employee who has applied, or is considering applying for Maternity or Parental Leave shall receive, upon request to the Vice-president, Human Resources or designate the relevant sections of the *Canada Labour Code* which governs job reassignment or job modification for the protection of pregnant or breast-feeding workers.

#### C6.04 Maternity Leave Allowance

- (a) An employee with six (6) months continuous employment and who provides the Corporation with proof that she has applied for and is eligible to receive maternity benefits from either EI or QPIP, shall be paid a maternity leave allowance.
- (b) An employee shall sign an Agreement with the Corporation providing:
  - (i) that she will return to work for a period of at least six (6) months less any period in respect of which she is granted leave with pay;
  - (ii) that she will return to work on the date of expiry of her maternity leave, unless this date is modified with the Corporation's consent.
- (c) Should the employee fail to return to work as per the provisions of the Agreement for reasons other than death, disability or lay-off, the employee recognizes that she is indebted to the Corporation for the full amount received as maternity leave allowance at a pro rata of the non-reimbursed portion of the maternity leave allowance.

(Allowance Received X  $\frac{\text{remaining period to be worked following return to work}}{\text{total period to be worked}}$ )

Example: An employee who takes seventeen (17) weeks of



maternity leave and returns to work for a period of four (4) months only is indebted to the Corporation for one-third (1/3) of the maternity leave allowance as she did not work two (2) of the six (6) month period.

(d) Maternity allowance will consist of the following:

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

and

(ii) up to fifteen (15) weeks for EI benefit recipients, or for QPIP benefit recipients, the option of a basic plan of eighteen (18) weeks or a special plan of fifteen (15) weeks of maternity allowance of the difference between the gross weekly amount of the EI or QPIP maternity benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in benefits in EI or QPIP to which she would have been eligible if no extra monies had been earned during this period;

(e) for full-time employees the weekly rate of pay referred to in this Article shall be the weekly rate of pay of their substantive position immediately preceding the commencement of the maternity leave.

(f) where an employee becomes eligible for service pay or an economic adjustment during the period of maternity or parental leave, payments shall be adjusted accordingly;

(g) for a part-time employee the weekly rate of pay referred to above shall be the full time weekly rate of pay for the classification level of the employee's position multiplied by

the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period by the normal full time hours of work.

## **\*PARENTAL LEAVE:**

### **C6.05 Parental Leave:**

- (a) On request, an employee, who has completed six (6) consecutive months of continuous employment, shall be granted parental leave without pay for up to two (2) periods of up to thirty-seven (37) weeks combined for ~~EI~~ recipients, or for QPIP recipients, a maximum of thirty-seven (37) weeks combined for the basic plan in the fifty-two (52) week period or the QPIP special plan of twenty-five (25) weeks combined in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care. In the case of an adoption, both parents are eligible for a total of thirty-seven (37) weeks combined under EI or QPIP.
- (b) Notwithstanding C6.05 (a) above,
- (i) where the employee's child is hospitalized within the period defined above, and the employee has not yet proceeded on parental leave without pay,
- or
- (ii) where the employee has proceeded on parental leave without pay and then, returns to work for all or part of the period during which his/her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on

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

N.B. It is understood that the maximum period of leave is thirty-seven (37) weeks within the one hundred and four (104) week period.

- (c) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks, which includes the two (2) week waiting period for EI recipients, for both employees combined.
- (d) Parental leave after the adoption of a child utilized by an employee-couple in conjunction with the adoption of their child shall not exceed a total of thirty-seven (37) weeks, which includes the two (2) week waiting period for EI recipients, for both employees combined.
- (e) The request for adoption leave must be accompanied by proof that the application for adoption has been approved by the adoption agency and confirmation of the actual custody date.
- (f) An employee requesting parental leave shall give the Corporation four (4) weeks' written Notice of Intent to take the leave. A shorter notice period in writing shall be accepted for valid reasons.
- (g) Corporation may defer the commencement of parental leave at the request of the employee. Such parental leave must, nonetheless, be taken in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

## C6.06 Parental Leave Allowance:

(a) An employee who has completed six (6) consecutive months of continuous employment and who provides the Corporation with proof that they have applied for and are eligible to receive parental leave benefits from either EI or QPIP, shall be paid a parental leave allowance as described below:

and

(b) An employee shall sign an Agreement with the Corporation providing:

(i) that she will return to work for a period of at least six (6) months less any period in respect of which she is granted leave with pay;

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

(c) Should the employee fail to return to work as per the provisions of the Agreement, or return to work but fail to work for the period specified in C6.06 (b) for reasons other than death, disability or lay-off, the employee recognizes that she is indebted to the Corporation for the full amount received as parental leave allowance at a pro rata of the non-reimbursed portion of the parental leave allowance. (See example at clause C6.04(c)).

(d) Parental Leave Allowance payments will consist of the following:

(i) where an employee, under EI is subject to a waiting period of two (2) weeks before receiving employment insurance parental benefits an allowance of ninety-three percent (93%) of his/her weekly rate of pay as calculated in C6.04 for each week of the two (2) week waiting period less any other monies earned during the period; and

(ii) for a maximum period of up to thirty-five (35) weeks of parental leave, an allowance of the difference between the gross weekly amount of the EI parental benefit, or for QPIP parental benefit, a maximum of 37 weeks which she or he is eligible to receive and ninety-three percent (93%) of her/his weekly rate of pay as calculated in C6.04 less any other monies earned during this period;

(iii) where an employee under QPIP has received the full eighteen (18) weeks and the full thirty-two (32) weeks of parental benefit and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;

(e) where an employee becomes eligible for service pay, an economic adjustment or is promoted during the period of parental leave, payments shall be adjusted accordingly;

(9) for a part-time employee the weekly rate of pay referred to above shall be the full time weekly rate of pay for the classification level of the employee's position multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period by the normal full time hours of work.

(g) a maximum of thirty-seven (37) weeks of parental leave allowance will be paid to an employee-couple, which includes the two (2) week waiting period for EI recipients.

C6.07 The aggregate amount of leave with or without pay under this Article shall not exceed fifty-two (52) weeks.

C6.08 Leave granted under this Article (C6 - Maternity/Parental Leave) shall be counted for the calculation of "continuous

employment” for the purpose of calculating severance pay entitlement, notice of lay-off or pay in lieu of notice and “service” for the purpose of calculating vacation leave and service pay entitlements.

C6.09

- (a) While on leave pursuant to this Article, an employee who submits a written request to the Vice-president, Human Resources or designate, shall be sent copies of all employment, promotion and training opportunities.
  
- (b) Pension, health, dental and disability benefits of an employee on leave under this Article shall continue during the entire period of leave, and the Corporation shall continue to contribute the Corporation’s share of the costs of maintaining the benefits through the entire period of leave, provided that the employee continues to pay the employee portion of such benefits.

C6.10 The Corporation shall reinstate an employee who takes leave pursuant to this Article, in the position that the employee occupied when the leave commenced or if the position no longer exists, to a comparable position with the same salary and benefits.

C6.11 When an employee is returning to work from leave under this Article, the Corporation shall consider a request for the variable hours of work under Article B1 (Hours of Work), clause B1.03 (a). Such requests shall not be unreasonably denied.

C6.12 The Employee must advise the Corporation of any change to their return to work date at least four **(4)** weeks prior to the previously approved date, unless such notice cannot be given because of an urgent or unforeseeable circumstance.

## **ARTICLE C7 - LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES**

**C7.01** For the purpose of this clause, family is defined as spouse (or common-law spouse residing with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

**C7.02** The Corporation shall grant an employee leave with pay for up to five (5) days for the following circumstances:

- i) to provide for the temporary care of a sick member of the employee's family;
- ii) for a medical or dental appointment when the dependent family member is incapable of attending the appointments by themselves, or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule those appointments to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;
- iii) for needs directly related to the birth or to the adoption of the employee's child,
- iv) to attend the employee's own medical or dental appointments. The employee is expected to make reasonable efforts to schedule those appointments to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;

**C7.03** The total leave with pay which may be granted under clauses (i), (ii), (iii) and (iv) of Article C7.02 shall not exceed five (5) days in a fiscal year.

**\*ARTICLE C8 - LEAVE WITHOUT PAY FOR FAMILY RELATED RESPONSIBILITIES AND PERSONAL NEEDS**

- C8.01 Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of an employee's pre-school age children and/or a member of the employee's immediate family for whom the employee has care giving responsibilities. Care giving responsibility is defined as prime responsibility for providing care to a member of the immediate family who is unable to live independently.
- C8.02 An employee shall notify the Corporation in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseen circumstance such notice cannot be given.
- C8.03 Leave granted under this clause shall be for a minimum period of three (3) weeks.
- C8.04 The total leave granted under this Article shall not exceed three (3) years during an employee's total period of employment with the Corporation.
- C8.05 An employee shall not be entitled to a subsequent period of leave under this article until the employee has returned to the work place for a period of at least twelve (12) months.
- C8.06 The employee must advise the Corporation of any change to their return to work date at least four (4) weeks prior to the previously approved date.
- C8.07 For a leave in excess of six (6) months, the employee must advise the Corporation of any change to their return to work date at least three (3) months prior to the previously approved date.
- C8.08 Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purpose of calculating vacation leave.



C8.09 Time spent on such leave shall not be counted for pay increment purposes.

C8.10 Should this leave be taken consecutively with the Maternity/Parental Leave, and should the employee fail to return to work, the provisions of clauses C6.04 and C6.06 shall apply.

C8.11 At the request of the Corporation, the employee shall supply a medical certificate, attesting to the dependency of the employee's immediate family member.

C8.12 Leave without pay will be granted for personal needs, in the following manner:

(a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.

(b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.

(c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his or her total period of employment with the Corporation. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Corporation.

(d) Leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall not be counted for pay increment purposes;

(e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation

leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

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

C8.13 An employee may change his or her return to work date if such change does not result in additional costs to the Corporation.

## **ARTICLE C-9 - COURT LEAVE**

C9.01 The Corporation shall grant leave with pay to an employee for the period of time he or she is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice;
  - (ii) before a court, judge, justice, magistrate or coroner.

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

## **ARTICLE C-10 - INJURY-ON-DUTY LEAVE**

C10.01 The Corporation agrees to incorporate the provisions of the *Canada Labour Code* and the applicable provincial worker's compensation legislation and their regulations with regard to work-related illness and injury. (Currently Part III, Sec. 239 1 to 11 inc.) An employee on injury-on-duty leave without pay shall be entitled to return to work on the completion of the leave period in accordance with the provisions of the *Canada Labour Code* and the applicable provincial worker's compensation legislation.

C10.02 Where the employee is unable to perform the work performed prior to an injury compensable by Workers' Compensation, the Corporation shall make every reasonable effort to accommodate the employee by assigning the employee to duties that the employee is able to perform.

## **ARTICLE C11 - COMPENSATORY LEAVE**

**C11.01** Upon application by the employee and at the discretion of the Corporation, leave may be granted in lieu of cash compensation for overtime hours worked, travel time or work on a designated paid holiday.

**C11.02** The Corporation shall grant compensatory leave at times convenient to both the employee and the Corporation.

**C11.03** Compensatory leave not used by the end of a twelve (12) month period, to be determined by the Corporation, may be scheduled at times convenient to both the employee and the Corporation or be paid for in cash. Such payments will be at the employee's hourly rate.

**C11.04** Where, in respect to any period of compensatory leave with pay, an employee is granted:

- (a) bereavement leave; or
- (b) family related leave with pay pursuant to illness in the immediate family; or
- (c) sick leave on production of a medical certificate; or
- (d) court leave

the compensatory leave so displaced shall be reinstated for use at a later date.

## **ARTICLE C12 - CAREER DEVELOPMENT**

### **C12.01 General**

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

### **C12.02 Education Leave**

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him to fill his or her present role more effectively, or to undertake studies in some field in order to provide a service which the Corporation requires or is planning to provide.
  
- (b) An employee on Education Leave without pay under this clause may receive an allowance in lieu of salary equivalent to from fifty per cent (50%) to one hundred per cent (100%) of his basic salary. The percentage of the allowance is at the discretion of the Corporation. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
  
- (c) Allowances already being received by the employee may, at the discretion of the Corporation, be continued during the period of the education leave. The employee shall be notified when, the leave is approved whether such allowances are to be continued in whole or in part.
  
- (d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior

to the commencement of the leave to return to the service of the Corporation for a period of not less than the period of the leave granted. If the employee, except with the permission of the Corporation:

- (i) fails to complete the course,
- (ii) does not resume employment with the Corporation on completion of the course, or
- (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course,

he shall repay the Corporation all allowances paid to him under this clause during the education leave or such lesser sum as shall be determined by the Corporation.

### C12.03 Attendance at Conferences and Conventions

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards and constitutes an integral part of professional activities and that attendance and participation in such gatherings is recognized as an essential element in enhancing creativity and in the conduct of research.
- (b) In order to benefit the Corporation from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his or her field of specialization, subject to operational constraints.
- (c) The employee may recommend to management, conferences, workshops, and other gatherings of a similar nature, which he deems relevant and beneficial to the research program.

- (d) The Corporation may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (e) An employee who attends a conference or convention at the request of the Corporation to represent the interests of the Corporation shall be deemed to be on duty and, as required, in travel status. The Corporation shall pay the registration fees of the convention or conference the employee is required to attend.
- (f) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of convention or conference registration fees and reasonable travel expenses.
- (g) An employee shall not be entitled to any compensation under Article B2 and B4 in respect of hours he is in attendance at or traveling to or from a conference, seminar, training course or convention under the provisions of this clause, except as provided by clauses C12.03 (e) and (f).

#### C12.04 Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity on occasion:
  - (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
  - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than their normal place of work.

- (iii) to carry out research in the employee's field of specialization not specifically related to their assigned work projects when in the opinion of the Corporation such research is needed to enable the employees to fill their present role more adequately.
- (b) Subject to the Corporation's approval, an employee shall receive leave with pay in order to participate in the activities described in clause C12.04 (a).
- (c) An employee, in consultation with the Corporation, may apply at any time for professional development under this clause, and the Corporation may select an employee at any time for such professional development.
- (d) When an employee is selected by the Corporation for professional development under this clause, the Corporation will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his or her normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles B2 (Overtime) and B4 (Traveling Time) while on professional development under this clause.
- (9) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Corporation deems appropriate.

C12.05 Subject to operational requirements, an employee will be encouraged to become a member and actively participate in the business and organization of relevant scientific and professional societies, such as organizing symposiums, being committee members, office holders, editors of scientific journals and reviewers of scientific papers.



## ARTICLE C13 - LEAVE FOR STAFF RELATED MATTERS

### C13.01 Canadian Industrial Relations Board (CIRB) and the Canadian Human Rights Commission (CHRC).

The Corporation will grant leave with pay to an employee who makes a complaint before the CIRB and the CHRC, in matters involving the Corporation.

### C13.02 Employee called as a Witness

The Corporation will grant leave with pay to an employee called as a witness by the CIRB or the CHRC.

### C13.03

- (a) The Corporation will grant leave with pay to an employee who is party to the Grievance which is before an Arbitrator established under the article D6 (Arbitration Procedures).
- (b) The Corporation will grant leave without pay to one (1) employee who acts as representative to an employee who is a party to the grievance before an Arbitrator.
- (c) The Corporation will grant leave with pay to an employee called as a witness before a board.

### C13.04 An Employee Representative shall obtain the permission of his or her immediate supervisor before leaving work to investigate employee complaints, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Upon the resumption of the normal duties of the Employee Representative, he or she shall report back to the supervisor, where practicable. The supervisor will not unreasonably withhold his/her permission.

### C13.05 Meetings During the Grievance Procedure

When an employee and his or her representative are involved in the process of his or her grievance, he and his or her representative shall be granted the necessary time off work with pay to attend the hearings at the various steps of the grievance procedure.

### C13.06 Contract Negotiation Meeting

When operational requirements permit, the Corporation will grant leave with pay to a maximum of two (2) employees for the purpose of attending contract negotiation meetings on behalf of the Bargaining Agent.

### C13.07 Preparatory Contract Negotiations Meeting

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

### C13.08 Employee Organizations - Executive Meetings, Congress and Conventions

Where operational requirements permit, the Corporation may grant leave without pay to a reasonable number of employees to attend executive meetings, congress and conventions of the Institute and the Canada Labour Congress.

### C13.09 Stewards Training Courses

Where operational requirements permit, the Corporation will grant leave without pay to employees appointed as Stewards by the Institute, to undertake training sponsored by the Institute related to the duties of a Steward.

C13.10 When the employee takes leave without pay for Institute business, the Corporation will not make deductions from compensation received by the employee for this purpose. The Corporation will send an itemized invoice to the Institute for all period(s) of such leave. Upon receipt, the Institute will remit to the Corporation full compensation for such period(s) of leave.

## **ARTICLE C14 - LEAVE FOR RELIGIOUS OBSERVANCE**

C14.01 The Corporation recognizes that the make-up of its workforce includes employees of various religious beliefs. The Corporation undertakes to facilitate such arrangements that would allow the employee time off on holy days. Such arrangements may include the use of floating holidays (as defined in Article B3-Designated Paid Holidays), earned compensatory leave, vacation leave or leave without pay.

## **ARTICLE C15 - OTHER LEAVE WITH OR WITHOUT PAY**

C15.01 At its discretion, the Corporation may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

C15.02 In respect to applications for leave made pursuant to this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests

C15.03 Personal Leave Day

Subject to operational requirements as determined by the Corporation and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one day (7.5 hours) of leave with pay for reasons of a personal nature. It is understood that this leave shall not be carried over from one year to the next.

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

This clause applies to permanent full-time employees and temporary full-time employees who are hired for a minimum term of one year.

## **\*ARTICLE C16 – LEAVE WITHOUT PAY FOR LONG TERM ELDER CARE**

C16.01 The parties recognize the importance of access to leave without pay for the purpose of long-term elder care.

C16.02 An employee shall be granted leave without pay for the personal care of the employee's parents, or step-parents or foster parents, in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than three (3) months in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this article shall be for a minimum of three (3) weeks;
- (c) the total leave granted under this article shall not exceed three (3) years during an employee's total period of employment with the Corporation commencing from the signing date of this Agreement;
- (d) leave granted for periods of one (1) year or less shall be scheduled subject to operational requirements;
- (e) leave granted under this article for a period of more than three (3) months shall be deducted from the calculation of

“continuous employment” for the purpose of calculating severance pay, notice of lay-off or pay in lieu of notice and “service” for the purpose of calculating vacation leave entitlement, and shall not count for pay increment purposes.

C16.03 The employee must advise the Corporation of any change to their return to work date at least four **(4)** weeks prior to the previously approved date.

## **CHAPTER D**

### **STAFF RELATIONS MATTERS**

#### **ARTICLE D1 - CHECK-OFF**

- D1.01 The Corporation agrees upon written request from the Institute to deduct all Institute dues and assessments. Such monies shall be remitted to the Institute within thirty (30) days following the end of the month accompanied by a list of the employees for and on behalf of whom such deductions have been made.
- D1.02 The Institute shall inform the Corporation in writing of the authorized monthly deduction to be checked off for each employee in the bargaining unit.
- D1.03 The Institute agrees to indemnify and save the Corporation harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Corporation limited to the amount actually involved in the error.

#### **ARTICLE D2 - USE OF CORPORATION FACILITIES**

- D2.01 Access by an Institute Representative

A duly accredited non-employee representative of the Institute may be permitted access to the Corporation's premises. Permission to enter the premises shall, in each case, be obtained from the Corporation.

- D2.02 The Corporation agrees to make reasonable space available to the Institute for posting notices pertaining but not limited to elections, appointments, meeting dates, news items and social and recreational affairs. The Corporation shall have the right to refuse the posting of any notice which it considers adverse to its interests or to the interests of any of its representatives.
- D2.03 The Corporation will make available to the Institute a location on its premises for the placement of reasonable quantities of literature of the Institute.

## **ARTICLE D3 – INFORMATION**

D3.01 The Corporation agrees to supply the Institute on a semi-annual basis with a list containing the following information:

- (i) Name and level of each Institute member within CMCC
- (ii) New employees
- (iii) Date of appointments of new employees
- (iv) Leaves, except annual leave and sick leave
- (v) Lay-offs
- (vi) Employee number
- (vii) Name of each Institute member - Struck off Strength (SOS) with reasons

D3.02 The Corporation agrees to supply each employee with a copy of the Collective Agreement and will do so within ninety (90) days of the signing of the Collective Agreement. Beyond this period of implementation, all new employees entering the bargaining unit shall be provided with a copy of the Collective Agreement within thirty (30) days of the date of entering the bargaining unit.

D3.03 The Chair of the CMCC Professional Group will distribute to each new employee an information package prepared and supplied by the Institute, subject to prior approval of the Director, Human Resources. The Vice-president, Human Resources will advise the Chair of the arrival of a new employee and the date of hire.

## **ARTICLE D4 – STEWARDS**

D4.01 The Institute shall notify the Corporation of the names and areas of jurisdiction of the persons authorized to represent the Institute and/or the employees and shall notify the Corporation of any changes in these names.

D4.02 Operational requirements permitting, the Corporation shall grant leave with pay to an employee to enable him to carry out his or her functions as a Steward on the Corporation's

premises. When the fulfillment of these functions requires an employee who is a Steward to leave his or her normal place of work, the employee shall report upon his or her return to his or her supervisor whenever practicable.

## \*ARTICLE D5 -GRIEVANCE PROCEDURE

- D5.01 The parties to this Agreement share the desire to settle all grievances expeditiously. A grievance is a complaint relating to the interpretation, application, administration or alleged violation of this Agreement and includes the dismissal of a non-probationary employee.
- D5.02 Grievances must have the approval and support of the Institute.
- D5.03 An employee who believes that he has a grievance may discuss and attempt to settle it with or without the employee representative as the employee may elect.
- D5.04 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause D5.05, gives notice that he wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.
- D5.05 In the event that the complaint is not settled, it may become a grievance to be processed as follows:

### Step One

The Institute may present a grievance in writing at the first step of the grievance procedure at any time within ten (10) working days from which the circumstances were the subject of the grievance. The grievance will be presented to the Divisional Director of the employee, who will ensure a proper hearing. The decision of the Corporation at step one will be given in writing within ten (10) working days of the presentation of the grievance.



## Step Two

The Institute may present a grievance at the second step of the grievance procedure provided that it is presented within a maximum period of ten (10) working days from the date the Institute received a decision at the previous step, or if no decision was received, within ten (10) working days from the day the grievance was presented at step one. This step in the grievance procedure will be handled by the Vice-president or his or her delegate in all cases and a written decision shall be rendered within ten (10) working days after its receipt.

## Step Three

The Institute may present a grievance at the third step of the grievance procedure provided that it is presented within a maximum period of fifteen (15) working days from the date a decision was received at the previous step, or if no decision was received, within fifteen (15) working days from the date the grievance was presented at step two. This step in the grievance procedure will be handled by Chief Operating Officer or his/her delegate at which time the employee will have the opportunity to make a full and complete submission to the Chief Operating Officer or his/her delegate. The grievance will normally be heard at step three within fifteen (15) working days after its presentation. A written decision shall be rendered within fifteen (15) working days after the date of the hearing.

- D5.06 A grievance will be presented in writing and shall contain a statement of the matter giving rise to the complaint, the relevant clauses of the collective agreement and the redress requested.
- D5.07 The Institute may, by written notice to the Divisional Director, withdraw a grievance.
- D5.08 The time limits stipulated in this procedure may be extended by mutual agreement between the Corporation and the Institute. A grievance which is not presented to the next step within the prescribed time limits shall be deemed to have been abandoned.
- D5.09 By mutual agreement of the Institute and the Corporation, any

step of the grievance procedure may be eliminated in proceeding with a particular grievance.

D5.10 For the purpose of this Article, working days shall exclude Saturday and Sunday, and designated paid holidays.

D5.11 The lack of a reply within the time limits by the Corporation allows the Institute the right to proceed to the next level or to arbitration.

## **ARTICLE D6 - ARBITRATION PROCEDURE**

D6.01 The Institute or the Corporation, after exhausting the grievance procedure in this Agreement, may submit the grievance to arbitration, provided that the action giving rise to the grievance is a result of a misinterpretation or misapplication of a clause contained in this collective agreement including disciplinary measures and dismissal. The party wishing to proceed to arbitration must notify the other party in writing, within fifteen (15) working days of the final reply.

D6.02 Within ten (10) working days after notice of arbitration has been served,

(a) the matter will be referred to a single arbitrator.

(b) this arbitrator will be chosen by mutual agreement. The decision of the single arbitrator shall be final and binding on both parties.

D6.03 In the event that the parties fail to agree on the choice of an arbitrator, either party may request the Minister of Labour to appoint an arbitrator.

D6.04 The arbitrator shall have all the powers vested in it by the *Canada Labour Code*, including, in the case of dismissal or discipline, the power to substitute for the dismissal or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income.

- D6.05 The arbitrator shall not change, modify or alter any of the terms of this agreement.
- D6.06 Each party shall bear half (1/2) the cost of the arbitrator. Each party shall bear its own expense with regards to the arbitration proceedings.
- D6.07 The decision of the arbitrator shall be final and binding on both parties.
- D6.08 Expedited Arbitration

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

Procedure:

- (a) grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the arbitrator;
- (b) grievances the parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- (c) whenever possible, the arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
- (d) when it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief resume of the reasons. The arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;
- (e) the decision of the arbitrator shall not constitute a precedent;
- f) such decisions may not be used to alter, modify or amend

any part of the Collective Agreement;

- (g) such decisions from the expedited format shall be final and binding upon the parties;
- (h) each party shall bear half (1/2) of the cost of the arbitrator and each party shall pay its own expenses with regards to the expedited arbitration process.

## **ARTICLE D7 -JOINT CONSULTATION**

D7.01 The parties acknowledge the mutual benefits to be derived from meaningful joint consultation and are prepared to maintain the current practice in place for joint consultation.

## **ARTICLE D8 -STANDARDS OF DISCIPLINE**

D8.01 When an employee is suspended from duty, the Corporation undertakes to notify the employee in writing of the reason for such suspension. The Corporation shall endeavor to give such notification at the time of suspension.

The Corporation shall notify the local representative of the Bargaining Agent that such suspension has occurred.

D8.02 Notice of disciplinary action which may have been placed on the personal file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

D8.03 Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. The employee is entitled to a minimum of two days' notice for such a meeting.

## **ARTICLE D9 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

D9.01 The purpose of an employee performance review *is* to assess

with the employee his/her performance in relation to the duties and objectives required in his/her position.

D9.02 A performance review will be performed at a minimum once a year.

D9.03 Where applicable, if the performance evaluation is not remitted to the employee the later of ninety (90) days after the due date of October 1 or ninety (90) days from the receipt of the duly completed employee's self-assessment portion of their performance evaluation for performance pay purposes, the eligible performance pay increment shall be processed retroactive to the October 1 due date.

D9.04 The employee may request to examine his or her employee personnel file in the presence of an authorized representative of the Corporation.

## **ARTICLE D10 - SEXUAL HARASSMENT**

D10.01 Sexual harassment, in any form, will not be tolerated by the Corporation.

## **ARTICLE D11 - NO DISCRIMINATION**

D11.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, color, national or ethnic origin, religion sex, sexual orientation, family status, marital status, disability, membership or activity in the Institute, or conviction for which a pardon has been granted.

# **CHAPTER E**

## **STAFFING**

### **ARTICLE E1 - STATEMENT OF DUTIES**

E1.01 Upon request, an employee shall be provided with an organization chart depicting the employee's position's place in the organization, a complete and current job description for his or her position, the responses to the Job Evaluation questionnaire for his/her position and compensation attributed to the position.

E1.02 If, during the term of this Agreement, a new classification plan is adopted or the classification plan is modified such that new levels are introduced, the Corporation shall negotiate the rates of pay and the conversion rules affecting the pay of the employees on their movement to the new levels.

E1.03 All positions in the bargaining unit and all newly created positions shall be evaluated in accordance with the classification plan.

E1.04 Changes in Classification

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

### **ARTICLE E2 - REGISTRATION FEES**

E2.01 The Corporation shall reimburse an employee for his or her payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of his or her position.

## **ARTICLE E3 – STAFFING**

- E3.01 The Corporation will staff all positions according to the merit principle; procedures, as listed in the Corporation's staffing policy, will be followed. The Corporation shall consult with the Institute prior to making any changes to the staffing policy. The policy shall be accessible to employees via the Corporation's Intranet.
- E3.02 A permanent employee filling a temporary position in accordance with this article shall maintain the status of indeterminate employee.
- E3.03 For a period of nine (9) months following the end of a temporary position, the former temporary employee will be considered for positions in the bargaining unit in the same manner as internal candidates, provided that they confirm their interest in writing and provide Human Resources Division with a current curriculum vitae. Human Resources Division will contact the former temporary employee at the last known address and telephone number to inform them of available positions.
- E3.04 An employee wishing to be considered for job vacancies during his or her period of approved leave of absence will inform Human Resources in writing, and prior to the commencement of the leave, of his or her interest, and will provide a current curriculum vitae and a point of contact where he or she can be reached. Upon notification of the vacancy by the Corporation, the employee must formally apply within the established deadline and must make himself/herself available for the staffing process.

## **ARTICLE E4 – LAY-OFF**

- E4.01
- (a) Where the employee's service may no longer be required by the Corporation, the notice period may be paid out in a lump-sum equivalent to the salary earned during the required notice period. Such pay-out shall be deemed to

satisfy the requirements of clause E4.06.

- (b) Lay-offs will be determined solely by the Corporation.
- (c) The provisions of this Article shall not apply to employees where a temporary cessation of their employment is affected due to a shutdown of Corporation operations which may come as a result of an emergency or of other operational requirements.
- (d) An employee affected by a temporary lay-off may elect to use earned vacation and compensatory leave credits to delay the commencement of the temporary lay-off.
- (e) The Corporation shall be deemed not to have laid-off an employee where the employee's services are terminated at the end of a contract or specified period appointment.

E4.02 The Corporation will advise the Institute of the reason behind the decision and will discuss any proposal by which lay-offs can be avoided or employees assisted.

E4.03 If all the positions of a given organization or homogenous group are being eliminated, then all the affected employees are declared surplus. If some, but not all, of the positions are being eliminated, then the merit principle is the basis for deciding which employees are surplus - the employees least qualified to carry out the continuing functions are declared surplus in reverse order of merit (i.e. the least qualified being declared surplus first).

E4.04 General Principles

- (a) The objective of a reverse order of merit process is to retain employees who are the most competent to carry out the continuing functions of the organization.
- (b) The manner in which reverse order of merit is to be determined: deciding on the part of the organization affected, the similarity of positions, the qualifications



required for the continuing functions, and the means of assessment.

- (c) Reverse order of merit must be determined in a way that is seen as transparent, fair and equitable.
- (d) The Standards for Selection and Assessment form the basis for the determination of the qualifications and the assessment of employees in relation to the needs of the continuing functions.
- (e) Reverse order of merit decisions are used to declare employees surplus. This means it is also used to decide who to retain to carry out the Corporation's continuing functions. It is not used to make appointments to new positions. When the Corporation needs to make appointments in a downsizing situation (for example, then re-organization results in new positions), then a regular selection process, with the right to appeal, is conducted.

**E4.05** As a direct result of a layoff, no employees shall have their regular workload increased beyond a reasonable level.

**E4.06** (a) The following provision applies only to permanent employees who were hired after July 1, 1990.

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

<b>Years of Service</b>	<b>Notice</b>
0 to 3 months	0 week
3 months to 1 year	2 weeks
1 year	2 weeks
2 years	3 weeks
3 years	4 weeks
4 years	5 weeks
5 years	6 weeks

6 years	7 weeks
7 years	8 weeks
8 years	9 weeks
9 years	10 weeks
10 years	12 weeks
11 years	13 weeks
12 years	14 weeks
13 years	15 weeks
14 years	16 weeks
15 years	17 weeks
16 years	19 weeks
17 years	21 weeks
18 years	23 weeks
19 years	25 weeks
20 years or more	26 weeks

- (b) This provision applies only to permanent employees who were employees of the Corporation on July 1, 1990.

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

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

#### E4.07 Release as a Result of Illness or Injury

The Corporation may release an employee who ceases to be actively employed by reason of illness or injury and who has been certified as being permanently incapable of returning to work by a medical practitioner mutually acceptable to the employee and the Corporation. In the event of such a release the provisions of clause F1.01(f) will apply.

## **CHAPTER F**

### **BENEFITS**

#### **ARTICLE F1 - SEVERANCE PAY**

F1.01 Under the following circumstances and subject to clause F1.01 (9), an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

(a) Lay-off

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

(b) Temporary Lay-Off

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

(c) Resignation

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

- (ii) Notwithstanding sub-clause F1.01 (b) (i), an employee who resigns to accept an appointment with an organization whose pension plan is governed by the Public Service Superannuation Act may choose not to be paid severance pay provided the appointing organization will accept the employee's previous service for severance pay entitlement.

(d) Retirement

On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when the employee is entitled to an immediate annual allowance, under the Public Service Superannuation Act, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred sixty-five (365), to a maximum of thirty (30) weeks' pay.

(e) Death

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

**(9)** Death Release as a Result of Illness or Injury

When an employee ceases to be actively employed by the Corporation and is released in accordance with clause E4.07, the employee will receive one (1) week's pay for each complete year of continuous employment to a

maximum of twenty-eight (28) weeks.

(g) Temporary employees

An employee who is hired for a defined period of service will receive severance pay according to the *Canada Labour Code*.

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

## **ARTICLE F2 - DIVING ALLOWANCE**

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

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

## **ARTICLE F3 - FIELD RESEARCH ALLOWANCE**

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

F 3.02 An employee on field research shall be paid an allowance of twenty dollars (\$20.00) per day.

F 3.03 The allowance referred to in F3.02 will be paid only after three (3) consecutive days of performing such work.

F 3.04 An employee on field research work shall be compensated for authorized overtime performed on an hour-for-hour basis for all hours worked on a paid holiday or a day of rest.

No remuneration shall be paid for overtime performed during the normal work week.

- F 3.05 Upon application by the employee and at the discretion of the Employer, compensation earned under this clause may be taken in the form of compensatory leave at the applicable rate. Compensatory leave earned in a fiscal year and outstanding shall be paid in accordance with article C11.

#### **ARTICLE F4 – BENEFITS AND PENSION PLANS**

- F4.01 The Corporation agrees to maintain for eligible employees, for the life of this Collective Agreement, the equivalent benefit coverage and the equivalent cost-sharing arrangement for these benefits, as provided by the Public Service Disability Plan - PIPSC, the Public Service Health Insurance Plan - PIPSC, the Public Service Dental Plan - PIPSC and the Public Service Superannuation Plan - PIPSC.

## CHAPTER G

### PAY AND DURATION

#### ARTICLE G I - PAY

G1.01 Subject to D9.03 an employee is entitled to be paid for services rendered at the pay specified in the salary scales in Appendix A for the level of the position held by the employee.

G1.02 Where a performance increase and a pay revision are affected on the same date, the pay revision shall be applied first and the performance increase shall then be applied to the revised pay rates.

#### G1.03 Acting Pay and Reclassification

An employee performing the duties of a higher level position for a period of at least five (5) days or an employee appointed or reclassified to a position having a higher maximum rate of pay shall be paid at a rate in the range of the new level which is at least four percent (**4%**) higher than his or her rate prior to the appointment or reclassification.

- (a) An employee whose position is reclassified downward shall continue to receive the same rate of pay for one year and thereafter shall receive the lesser of their current rate of pay or the maximum rate of pay of the new classification level.
- (b) During the salary protection period the Corporation will make a reasonable effort to transfer the incumbent to a position having a level equivalent to the former level.
- (c) In the event that an incumbent declines an offer to transfer to a position as in clause G1.03 (b) above, he or she shall be immediately paid at the rate of pay for the reclassified or lower level position.

#### GI.04 Performance Pay

- (a) An employee shall be granted an annual performance pay increase of 2% of their base pay on October 1 of each year provided that the maximum rate of pay for the employee's position is not exceeded and upon completion of a satisfactory performance evaluation.
- (b) Employees who have less than 12 months of continuous service shall have their performance increase prorated by their amount of continuous service in the past year up to October 1 divided by 365 days.

G1.05 Upon receipt of a satisfactory performance evaluation, a part-time employee will receive a performance pay increase effective October 1 of each year. The performance pay increase will be calculated based on the total number of hours worked during the review period and will be pro-rated against the total number of full-time hours. (i.e.: total number of hours worked divided by 1956.6).

GI.06 Successful candidates appointed to the MS levels will receive a minimum salary increase of four percent (4%).

G1.07 When an employee, through no fault of his or her own, has been overpaid, the Corporation will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. When the amount is greater than one hundred dollars (\$100.00), the Corporation will schedule a reasonable method of repayment which will take into account financial hardship on the employee.

G1.08 (a) Where the rates of pay set forth in Appendix A of this Agreement have an effective date prior to the date of signing of this Agreement, the retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit identified in Article A, clause A5.01 (a) of this Agreement during the retroactive period.



- (b) In order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with Clause A, the Corporation shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of the receipt of the registered letter to request in writing such payment, after which time any obligation upon the Corporation to provide payment ceases. No payment or no notification shall be made for one dollar (\$1.00) or less.

## **\*ARTICLE G2 – DURATION**


- G2.01 The provisions of this Agreement shall become effective as of October 1, 2008, unless otherwise indicated by both parties.
- G2.02 This Agreement will remain in effect until September 30, 2011.
- G2.03 Economic increase of 1.5% on October 1, 2008, 1.5% on October 1, 2009 and 1.5% on October 1, 2010.
- G2.04 Terms of this Agreement may be amended by mutual consent.

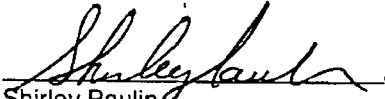
Signed at Gatineau, Quebec on this 8<sup>th</sup> day of May 2009.

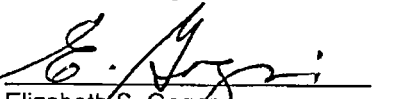
The Professional Institute of the  
Public Service of Canada


  
David Loye  
Chief Operating Officer

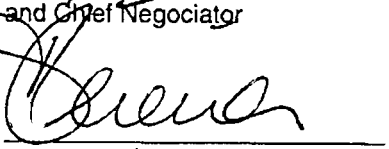
The Canadian Museum of  
Civilization Corporation

  
Elizabeth S. Goger  
Vice-President Human Resources  
and Chief Negotiator

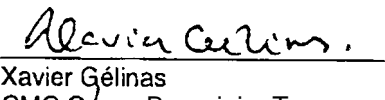
  
Shirley Paulin  
Negotiator

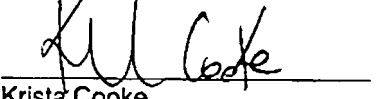
  
John Willis  
CMC Group Chair


  
Nicholette Prince  
CMC Group Bargaining Team

  
Connie Pereira  
Manager, Labour Relations,  
Remuneration and Health &  
Safety

  
Xavier Gélinas  
CMC Group Bargaining Team

  
Krista Cooke  
CMC Group Bargaining Team

  
Laëra Branon  
CMC Group Bargaining Team

  
Laëra Branon  
CMC Group Bargaining Team

## APPENDIX "A"

### PAY RATES FOR EMPLOYEES ON A 37.5 HOUR WORK WEEK

#### PAY RATES ON OCTOBER 1, 2008

LEVEL	MINIMUM	MAXIMUM
E6	51,386	64,232
E7	56,989	71,237
E8	64,514	83,986

#### PAY RATES ON OCTOBER 1, 2009

LEVEL	MINIMUM	MAXIMUM
E6	52,157	65,195
E7	57,844	72,305
E8	65,481	85,245

#### PAY RATES ON OCTOBER 1, 2010

LEVEL	MINIMUM	MAXIMUM
E6	52,939	66,173
E7	58,712	73,390
E8	66,463	86,524

**MS LEVEL PAY RATES**  
**(37.5 HOUR WORK WEEK)**

(Applicable to employees in E6, E7 or E8 positions only, as determined  
by the Museum Scholar's Promotion Process

- See Appendix B)

**PAY RATES ON OCTOBER 1, 2008**

<b>LEVEL</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
MS-1	68,700	93,226
MS-2	77,973	103,477
MS-3	90,664	113,360

**PAY RATES ON OCTOBER 1, 2009**

<b>LEVEL</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
MS-1	69,730	94,625
MS-2	79,143	105,029
MS-3	92,024	115,061

**PAY RATES ON OCTOBER 1, 2010**

<b>LEVEL</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
MS-1	70,776	96,044
MS-2	80,330	106,605
MS-3	93,404	116,787

**Upon hiring, where applicable, a new employee will be placed on the salary scale according to the employee's academic achievement:**

October 1, 2008 to September 30, 2009

<b>LEVEL</b>	<b>B.A.</b>	<b>M.A.</b>	<b>PH.D.</b>
E6	51,386	55,653	59,935
E7		56,989	64,099
E8		64,514	74,234

October 1, 2009 to September 30, 2010

<b>LEVEL</b>	<b>B.A.</b>	<b>M.A.</b>	<b>PH.D.</b>
E6	52,157	56,488	60,834
E7		57,844	65,061
E8		65,481	75,347

October 1, 2010 to September 30, 2011

<b>LEVEL</b>	<b>B.A.</b>	<b>M.A.</b>	<b>PH.D.</b>
E6	52,939	57,336	61,747
E7		58,712	66,037
E8		66,463	76,478

# APPENDIX "B"

## \*MUSEUM SCHOLARS PROMOTION POLICY

### 1. General

1.1 The intent of this policy is to:

1.1.1 maintain and improve the quality of Museum Scholars' performance in support of the objectives of the Canadian Museum of Civilization Corporation (hereafter CMCC or Museum);

1.1.2 provide the opportunity for eligible E6, E7, E8, MS1 and MS2 candidates to apply for review under this policy;

a new employee who avails himself or herself of this promotion policy at the first available annual cycle, and who is successful, shall be granted retroactivity to his/her date of hire.

1.1.3 provide for candidates to be promoted in an orderly progression from one level to the next level during their career, that is, from an E6, ~~E7~~ or E8 level to the MS1 level, from the MS1 level to the MS2 level and finally, from the MS2 level to the MS3 level;

1.1.4 establish the criteria and procedures for peer-reviewed promotion of candidates;

1.1.5 ensure that all candidates are treated consistently and fairly;

1.1.6 ensure that promotion of candidates occurs only in accordance with the procedures outlined herein.

- 1.2 Promotional review of a candidate may be initiated by the employee, or, in consultation with the candidate, the candidate's supervisor, the Vice-president, Research and Collections, or the Museum Scholars Promotions Committee (hereafter MSPC).
- 1.3 A candidate may be reviewed more than once for promotion to any level, in accordance with the provisions in clause 3.1 herein.
- 1.4 No candidate will be promoted to a MS level unless the promotion has been recommended by the MSPC.
- 1.5 Final approval for Museum Scholar promotions shall rest with the President and CEO.
- 1.6 The evaluation scheme to be used for peer reviews by the MSPC is outlined in the following pages.
- 1.7 A candidate whose promotion has been denied may appeal for another review on the grounds and by the process identified in Sections 6.1 to 7.11 of this document.

## 2. Museum Scholars Promotions Committee

2.1 The MSPC shall be responsible for assessing the eligibility of candidates for promotion and for making promotional recommendations to the President and CEO of the CMCC.

2.1.1 In order to be recommended for promotion, a candidate must be clearly recognized by the MSPC as having attained the professional level described in the applicable "General Requirements" MS level descriptions in sub-section 5.3 in addition to having achieved the "Specific Requirements" as set out in sub-section 5.4 of this Policy.

2.1.2 The MSPC shall consider the weight, scope, complexity, expertise, time and effort of the various contributions in its assessment of a candidate.

2.2 The MSPC will be composed of the following voting members and an advisory member:

2.2.1 Voting Members: (1) one individual, outside CMCC, considered an expert in the candidate's specialty; (2) one individual, within CMCC, considered a senior person in the candidate's discipline; and (3) one individual, within CMCC, considered a senior person in a specialty outside the candidate's discipline, or a senior person with extensive experience in exhibitions and programs or, a senior person with extensive experience in supervising researchers.

2.2.2 Advisory Member: The Vice-president, Research and Collections, CMC.



- 2.3 Voting members will be appointed by the Vice-president, Research and Collections for a one year term beginning April 1st and ending March 31st of an evaluation year. Upon completion, the term may be renewed one time, but after two consecutive terms there must be a space of at least one (1) year before a voting member may be re-appointed.
- 2.4 The Chair of the committee will be the person appointed in accordance with clause 2.2.1 (2). However, should the person appointed pursuant to clause 2.2.1 (2) decline, then the Chair will be elected by the voting members.
- 2.5 Each voting member shall have one vote.
- 2.6 Committee decisions on promotion will generally be a consensus, but where a consensus cannot be reached, the matter shall be resolved by a majority vote.

### 3. Evaluation Process

- 3.1 MSPC evaluations will be undertaken on an individual candidate as follows:
- (a) a first-time candidate can apply in any given year;
  - (b) a candidate who was unsuccessful in their last application for promotion may re-apply two (2) years after the date of their last unsuccessful application; and;
  - (c) a candidate who was successfully promoted upon their last application may apply for a subsequent promotion after **six** (6) years from the effective date of their last promotion.

- 3.2 The Vice-president, Research and Collections shall maintain a curriculum vitae file for each candidate. It shall be the joint responsibility of the Vice-president, Research and Collections and the candidate to ensure that the file is current by April of an evaluation year in which the candidate is being considered for promotion.
- 3.3 The preparation of a curriculum vitae shall be the responsibility of the candidate and shall be prepared according to a format specified by the Vice-president, Research and Collections. Among other things, the curriculum vitae will include:
- 3.3.1 the educational history of the candidate.
  - 3.3.2 the employment history of the candidate minimally including positions held, beginning and end dates in those positions, and organizations worked for.
  - 3.3.3 a list of the candidate's professional accomplishments in respect to scholarly publications, collections development, public programming and professional activities.
- 3.4 During April of an evaluation year, the Vice-president, Research and Collections shall place before the MSPC for review, the names, current classification levels, and curriculum vitae for candidates who are being considered for promotion.
- 3.5 The Vice-president, Research and Collections will advertise the evaluation process by means of an internal poster for a three month period, commencing on January 1st of an evaluation year, to allow potential candidates enough time to prepare necessary documentary materials.
- 3.6 All applications for evaluation will be submitted to the Vice-President, Research and Collections who will ensure that candidates have submitted the required documentation.

- 3.7 The evaluation by the MSPC will be based on all relevant and validated career accomplishments.
- 3.8 By April 1 of an evaluation year the candidate for promotion shall also provide the Vice-president, Research and Collections with a list of names and addresses of five (5) referees who are competent to evaluate specific portions of their work and who may be contacted by the MSPC. Normally, the MSPC will require confidential written assessments from four (4) referees, at least two of whom are specialists in the candidate's field and work outside the Museum.
- 3.9 Where some part of a candidate's unpublished work (as defined in Section 4.3.2) must remain confidential or the work is physically too bulky to conveniently reproduce for evaluation, the candidate may submit a written description of the work and an explanation of the situation which, at the discretion of the MSPC, may be included in the assessment in place of the actual work.
- 3.10 By August 1 of an evaluation year the candidate for promotion shall provide copies of his or her written work and information about other accomplishments to the Vice-President, Research and Collections who shall arrange for its assessment by the MSPC.
- 3.11 When the MSPC solicits letters of reference to be used in the evaluation of a candidate's professional accomplishments, each potential referee shall be informed of the use(s) to which such letters will be put (according to the terms of this Agreement) and advised that submission of a letter of reference constitutes agreement to the stated use(s), but to none other.

- 3.12 All letters of reference will be treated with strict confidentiality and shall be accessible only to members of the MSPC. The Chair of the MSPC shall, upon written request, provide the candidate with a list of possible referees from which the committee will solicit references and, in due course, a fair summary of the contents of reference letters actually received. The fair summary shall be composed so as not to reveal, directly or indirectly, the identities of the letters' authors.
- 3.13 When all required documentation is in MSPC possession, a candidate will be scheduled for an MSPC interview for further consideration.
- 3.14 Within one week following the interview, the MSPC shall make a recommendation regarding candidate promotion. This will be accompanied by a summary of the deliberations justifying the recommendation, will include any minority opinion(s), and will be transmitted to the Vice-president, Research and Collections.
- 3.15 Upon receipt of a promotion recommendation from the MSPC, the Vice-president, Research and Collections shall be responsible for its prompt conveyance to the President and CEO for acceptance or rejection.
- 3.16 Once a MSPC recommendation has been rendered, the candidate's promotion file will be maintained confidentially by the Vice-president, Research and Collections. This file will be accessible only to: (1) the President and CEO, solely to assist in consideration of a recommendation (see Section 3.15); (2) the Promotions Appeal Committee (see Sections 7.5 to 7.10) and (3) the CMCC Human Resources Division.
- 3.17 All relevant reference letters in the promotion file shall be maintained for a period of two (2) years and then shall be destroyed for all employees not recommended for promotion and who have exhausted the appeal process.

- 3.18 In assessing recommendations made by the MSPC, the President and CEO may request the promotion file referred to in Section 3.16 and meet with the Chair of the MSPC to discuss and review this file.
- 3.19 Within six **(6)** weeks of the MSPC interview, a successful candidate will receive a letter from the Human Resources Division confirming the promotion and indicating the new salary levels, etc. Unsuccessful candidates will also be notified in writing by the Vice-president, Research and Collections about the results of their MSPC review and the reasons for the negative assessment, within six (6) weeks of the interview.
- 3.20 If, for any reason, the Committee does not make a recommendation on a candidate's promotion before the end of an evaluation year, then a favorable decision to promote reached after this date shall be retroactive to the evaluation year when the promotion would normally have come into effect.
- 3.21 All promotions granted under this process will take effect on April 1st of the year when the application was submitted for consideration.

#### 4. Evaluation Criteria

- 4.1 The following general criteria are to be taken as guidelines. Individual circumstances and particular achievements may be taken into consideration by the MSPC.
- 4.2 There are four main categories within which candidates are expected to make significant contributions: scholarly publications, collections development, public programming and professional activities.

### 4.3 Definitions:

4.3.1 Scholarly Publications include books written or co-written, Ph.D. dissertations, books edited or co-edited, exhibition catalogues (scholarly), scholarly journal articles, refereed conference papers, chapters and other contributions to books, book reviews, and scholarly works published in media other than print.

4.3.2 Collections Development refers to the creation of new collections of artifacts or original research documents (such as unpublished manuscripts, papers given at conferences, internal research reports, photographs, audio tapes, video tapes, CDs, or compilations of original data in other media) which have been properly documented and accessioned into Museum or other institutional collections; the research and documentation of new or existing collections; and the application of new theoretical approaches and methodology in collections development.

4.3.3 Public Programming refers to significant contributions to Museum exhibitions, popular works, and public service.

4.3.3.1 Exhibitions generally involve the work of many people. Consideration will be given to: (1) the degree of the candidate's involvement; the size, scope, complexity of the exhibition and the scholarly content and the clarity with which it is presented; (2) whether the exhibition travels to other institutions; and (3) whether the candidate was in the role of leading curator, co-curator or host curator. If an exhibition is no longer standing, the candidate may put together a dossier indicating the curatorial content which it contained, such as artifact lists and research, texts, photographs, electronic versions, reviews, etc.

4.3.3.2 Popular Works are non-technical books, articles or other media presentations aimed at a general audience, or semi-technical books, articles, or other media presentations aimed at advanced lay-persons or undergraduate students. Types to be considered include: (1) books written or co-written; books edited or co-edited; (2) exhibition catalogues (popular); (3) chapters and other contributions to books; (4) review articles in popular journals; (5) video productions; (6) electronic productions; and (7) unpublished popular manuscripts or detailed exhibition proposals accessioned in the CMC archives.

4.3.3.3 Public Service includes: (1) providing expert consultation and advice to individuals and groups either inside or outside the CMCC; (2) providing knowledgeable intellectual access to CMCC collections and collections documentation either through professional initiative or in response to requests from community groups and the general public; (3) providing tours of the Museum collections; (4) giving public lectures and seminars; and (5) project fundraising.

4.3.4 Professional Activities refers to: services provided to professional and avocational communities concerned with the candidate's specialty; service to post-secondary educational institutions (teaching, advising students), supervision of Museum students; and recognition received for professional activities and accomplishments.

4.3.4.1 Service to professional and avocational communities means: (1) participation in professional and avocational societies' executives and committees; (2) participation in CMCC administrative committees, advisory groups, and project teams; (3) participation in the organization of conferences, and conference panels; (4) refereeing journal or conference papers; (5) professional consultations; and (6) editorial work.



**4.3.4.2** Service to post-secondary institutions means: (1) lecturing (the complexity of the lecture work being performed by the applicant will be evaluated - low complexity includes an occasional lecture; medium complexity is frequent guest lecturing; high complexity includes responsibility for the development of course syllabus, student and course evaluation, etc.); (2) giving thesis advice or examining student theses (Honours, M.A. or Ph.D. levels).

**4.3.4.3** Supervision of Museum students means designing, supervising and evaluating the study programs of co-op and intern students within the Museum.

**4.3.4.4** Recognition refers to: (1) the receipt of formal honours such as awards, bursaries, research grants; (2) appointments to special positions such as (visiting, special and adjunct) professorships; (3) membership on boards and commissions, etc.; **(4)** citations acknowledging use of one's work; or (5) replication of one's work.

## 5. Application of Criteria

5.1 It is expected that candidates will balance their contributions to each of the four accomplishment categories. For promotion, an employee's productivity must meet the minimum in all categories and have a combined productivity of at least 100 value units.

5.2 Range of minimum assessment values required and maximum assessment values permitted for each category of productivity:

5.2.1 Scholarly publications - 15 value units (min.) to 50 value units (max.).

5.2.2 Collections development - 10 value units (min.) to 50 value units (max.).

5.2.3 Public programming -10 value units (min.) to 50 value units (max.).

5.2.4 Professional activities - 5 value units (min.) to 30 value units (max.).

(Examples: A candidate with strong scholarly publications might receive 40 for publications, 30 for collections development, 15 for public programming, and 15 for professional activities =100. Someone working primarily on a permanent gallery might receive 20 for scholarly publications, 20 for collections development, 40 public programming, and 20 for professional activities =100.)

## 5.3 General Requirements

5.3.1 MS-1 is the level for mature Museum Scholars of normal cumulative achievement. People classified at this level must have completed substantial research projects whose results indicate competency and productivity as a researcher, both in quality and quantity. Typically, they will have established a reputation in a specialized field as shown by literature citations, work in scholarly societies, and participation in student training. They are able to provide expert advice, new ideas, proposals and information to colleagues, superiors and workers in related fields.

5.3.2 MS-2 is the level for Museum Scholars with cumulative achievement distinctly above average. People classified at this level must have made contributions to research and subject development, which are definitely superior in quality and significance to the normal expectation for a mature Museum Scholar. Such achievement may be evidenced by any of: (1) authorship of an extensive number of research reports of superior quality or significance; (2) authorship or co-authorship of authoritative reviews of substantial fields of scholarly knowledge; (3) above average creativity in the development of method, theory or knowledge applications; and (4) significant contributions or leadership in scholarly group projects. A scholar at this level has attained national or international recognition as an authority in a substantial scholarly field and typically holds office in professional societies or serves on important committees; acts as an editor of a scholarly journal or otherwise acts as a significant influence on the larger scholarly milieu of which he/she is a part. A Museum Scholar at this level must also have demonstrated ongoing leadership and collaboration and have a solid record of contributions to the furthering of the CMCC's mandate and objectives.

5.3.3 MS-3 is the level for Museum Scholars of exceptional attainments. People classified at this level must have a record of continued exceptional contributions to research and subject development. Such achievement will be shown by authorship or participation in an exceptional number of scholarly reports of excellent quality and high significance, collectively demonstrating outstanding research ability and leadership in a major field of scholarship. The Museum Scholar at this level will be a prolific source of new ideas, concepts, techniques, methods or systems. He/she will have attained international recognition in a broad field. Typically, the person holds high office in a major scholarly organization, serves on international or national commissions, edits or assists in the editing of an international journal, or is the recipient of numerous nationally or internationally recognized meritorious awards. A Museum Scholar at this level must also have a sustained and distinguished record of leadership, mentorship and collaboration within the CMCC and have significantly contributed to the advancement of the CMCC's mandate and international profile.

#### 5.4 Specific Requirements by Accomplishment Type and Level.

5.4.1 The following guidelines indicate the requirements for maximum assessment in each productivity area for levels MS-1 to MS-3 (for values, see section 5.2).

## 5.4.2 Scholarly Publications:

5.4.2.1 Level MS-1: Authorship or co-authorship of: ten (10) scholarly papers of good quality published or presented in refereed journals, books, conferences or other media; or five (5) scholarly papers of superior quality in refereed journals, books, conferences, or other media; or two (2) books of good quality (may include a Ph.D. dissertation); or one (1) book of superior quality; or 20 book reviews of good quality; or editorship of three (3) books of good quality; or any equivalent combination of scholarly publications.

5.4.2.2 Level MS-2: Authorship or co-authorship of 15 scholarly papers demonstrating superior research ability and leadership in a substantial field of specialization; or any equivalent combination of scholarly publications.

5.4.2.3 Level MS-3: Authorship or co-authorship of 20 scholarly papers which demonstrate outstanding research ability and leadership at both national and international levels in the fields of history, archaeology, ethnology or cultural studies or related fields; or any equivalent combination of scholarly publications.

### 5.4.3 Collections Development:

5.4.3.1 Level MS-1: creates or develops at least three (3) new collections of significance or one (1) major new collection; or develops at least three (3) existing collections of significance or one (1) major existing collection. Contributions to the development or application of collections policy and procedures within the CMCC may also be considered.

5.4.3.2 Level MS-2: creates or develops five (5) new collections of national significance or of superior importance to a particular research field; or develops five (5) existing collections of national significance or importance. Contributes on a national scale to collections policy and methodology.

5.4.3.3 Level MS-3: creates or develops seven (7) new outstanding collections of a national or international significance in a broad field of research field; or develops seven (7) existing outstanding collections of national or international significance. Contributes on an international scale to collections policy and methodology.

*N.B.* Collections development' refers to both the addition of new materials to the CMCC's collections and the augmentation of the contextual and scholarly information associated with a collection.

#### 5.4.4 Public Programming:

##### 5.4.4.1 Level MS-1:

(a) Curatorship of:

one (1) exhibition of significant scope and complexity

or two (2) exhibitions of more modest scope and complexity requiring the application and integration of professional expertise in research, collaborative collections development and public programming of significant scope;

or

(b) Authorship or curatorship of:

other products equivalent to the above in terms of time, substance and impact making collections and the products of research available to communities, non-scholarly organizations and the general public (through, for example, web-sites, educational programs, etc);

and in addition to (a) or (b)

authorship or co-authorship of three (3) other products of good quality, such as popular books, other exhibitions, primary direction of videos or significant electronic products or collections of published articles on a popular theme. Demonstrated provision of expert service to the CMCC and to the general public including the communication of complex information in a clear and interesting manner.



#### 5.4.4.2 Level MS-2:

(a) Curatorship of:

one (1) major exhibition of superior scope and complexity

or two (2) exhibitions of significant scope and complexity requiring the application and integration of professional expertise in research and collaborative collections development and public programming of significant scope;

or

(b) Authorship or curatorship:

of other products equivalent to the above in terms of time, substance and impact making collections and the products of research available to communities, non-scholarly organizations, and the general public (through, for example, web-sites, educational programs, etc.);

and in addition to (a) or (b)

authorship or co-authorship of seven (7) other distinctly superior quality products, such as popular books, significant and superior electronic products, other exhibitions, or collections of published articles on a popular theme. Demonstrated leadership and significant accomplishment within the CMCC and with a national professional authority. The candidate shall have an established national profile in the fulfillment of the Museum's mandate and objectives.

#### 5.4.4.3 Level MS-3:

(a) Curatorship of:

three (3) major influential exhibitions of outstanding quality with complex themes and effective communication of content to the general public (through, for example, web-sites, educational programs, etc.);

or

(b) Authorship or curatorship:

of other products equivalent to the above in terms of time, substance and impact making collections and the products of research available to communities, non-scholarly organizations, and the general public (through, for example, web-sites, educational programs, etc.);

and in addition to (a) or (b)

authorship or co-authorship of twelve (12) other products of outstanding quality, such as popular books, distinct and outstanding electronic products, other exhibitions, or collections of published articles on a popular theme. Demonstrated leadership, mentorship, collaboration and sustained, outstanding contribution within the CMCC and with an international professional authority. The candidate shall have an established international profile in the fulfillment of the CMCC's mandate and objectives.

*N.B.:* The MSPC must assess the relative equivalence of co-curatorship or other collaborative curatorship contributions compared against sole curatorship in the application of the Public Programming criteria.

5.4.5 Professional Activities (this category will be evaluated through qualitative methods):

5.4.5.1 Level MS-1: Active participation in scholarly societies and in Museum project teams committees and in the execution of related administrative tasks and teaching or giving advice and information to peers and supervisors or granting agencies, scholarly journals or representation of CMCC on research issues related to area of specialization.

5.4.5.2 Level MS-2: National or international recognition as an authority within a substantial field of research and significant influence on the direction of research programs inside and outside the CMCC and effective leadership and collaboration on CMCC project teams, committees and in the execution of related administrative tasks and frequently consulted on scholarly issues within and outside CMCC or teaches and provides service at academic institutions or represents CMCC on major research issues on a national level.

5.4.5.3 Level MS-3: International recognition as an authority in a broad field of scholarly study; has received international merit awards; has addressed senior scholarly bodies; advises and influences CMCC research and expenditures on a large scale; has consulted both nationally and internationally on research programs; teaches at the doctoral level and provides extensive service at academic institutions. Has also demonstrated a sustained and distinguished record of leadership on a national and international level as well as on multi-disciplinary teams.

## **APPEAL**

### **6. Grounds for Appeal**

6.1 If the deliberations of the Museum Scholar Promotions Committee (MSPC) result in a negative recommendation, the candidate may appeal the recommendation of the committee on the grounds that:

6.1.1 The committee failed to follow the procedures and/or the criteria outlined herein, resulting in an unfair or incomplete evaluation.

## 7. Appeal for Reconsideration

- 7.1 If the candidate is considering an appeal against the denial of promotion, he/she may discuss this initially with the Director of his/her division within twenty (20) working days after the grounds for denial have become known to the candidate.
- 7.2 Notwithstanding clause 7.1, a candidate wishing to appeal the MSPC recommendation must file their appeal with all supporting documentation within thirty (30) working days after having been informed of the grounds for the denial. The grounds for appeal prepared by the candidate must be submitted to the Vice-president, Research and Collections.
- 7.3 Except for appeals heard by the Promotions Appeal Committee (PAC), a decision of the MSPC shall be subject to no other appeal or review.
- 7.4 The PAC shall have no terms of reference other than those described in Sections 7.4 to 7.11.
- 7.5 Once the appeal is filed with the Vice-president, Research and Collections, the PAC shall be constituted by the Vice-President, Research and Collections, in the same manner as the MSPC. No member of the PAC shall have been involved in the appellant's promotion decision.
- 7.6 The PAC shall first review the procedures used by the MSPC. If it finds that the procedures have not been followed completely and/or the promotion criteria have not been fully applied, the PAC shall return the candidate's file to the MSPC with an explanation for further consideration.
- 7.7 If the PAC finds that the procedures have been followed and that the promotion criteria have been applied fairly, then the PAC shall second the decision of the MSPC.

- 7.8 If the PAC finds that the MSPC or any of its members has acted in a manner that is arbitrary, discriminatory or in bad faith in following the procedures and/or in the application of the promotion criteria, the PAC shall quash the decision and constitute itself as the committee to review the promotion of the candidate.
- 7.9 The external member required for the constitution of the promotions committee shall not join the PAC until it has constituted itself to review the promotion of the candidate.
- 7.10 The appellant shall have the right to be present at the deliberations of the PAC up to the point at which it constitutes itself as the committee to review the promotion of the candidate.
- 7.11 Any committee acting as a promotion committee as a result of action described in Sections 7.6 through 7.10 shall be governed by the promotion procedures, promotion criteria and the application of criteria described in this policy.
- 7.12 The final decision of the PAC shall not be grievable.

# **APPENDIX "C"**

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**THE CANADIAN MUSEUM OF CIVILIZATION CORPORATION  
(CMCC)**

### **AND**

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF  
CANADA (PIPSC)**

### **BARGAINING UNIT DEFINITION**

For more clarity in the application of the job evaluation system and notwithstanding the definition of the bargaining unit as defined in the certificate of accreditation, the parties hereby agree to the following definition of work performed by employees of the Institute bargaining unit:

The Professional bargaining unit is comprised of Museum staff engaged in original research pertaining to the Museum's mandated fields of responsibility in human and cultural history. People in the relevant positions generate new knowledge about the history and culture of Canada, knowledge and materials which may be linked to a wider world context. Work includes the location, acquisition, analysis and interpretation of relevant materials, and the dissemination of acquired knowledge.

#### Inclusions

Both self-directed scholars and research assistants working under the direction of self-directed scholars are included in the group. In every case, persons in these positions possess and apply advanced knowledge and skills, formally recognized by means such as university graduation, and pertaining to disciplines such as history, art history, archeology, folklore, ethnology, linguistics, physical anthropology, musicology, cultural geography and anthropology.

## Exclusions

Positions excluded from this bargaining unit are those that do not apply an advanced and comprehensive knowledge of a specialized field such as history, art history, archeology, folklore, ethnology, linguistics, physical anthropology, musicology, cultural geography and anthropology to generate new knowledge about the history and culture of Canada. Examples are positions whose primary work includes such functions as data compilation, statistical analysis, registration and coordination of information.

Positions whose primary duties and responsibilities are included in the definition of the PSAC bargaining unit are excluded.



## **\*APPENDIX 'D'**

### **LETTER OF UNDERSTAND**

#### **BETWEEN**

**THE CANADIAN MUSEUM OF CIVILIZATION CORPORATION  
(CMCC)**

#### **AND**

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF  
CANADA (PIPSC)**

**Assistant Director**

#### Objective

Clearly identify the role and responsibilities of the Assistant Director in the Research and Collections Branch.

#### Scope of Position

The Assistant Director will continue to perform his/her curatorial/research responsibilities and will assume the following additional responsibilities, under the direction of the Director, during his or her tenure:

- Participates in the work planning process;
- Gathers and compiles information and provides advice and assistance to the Director;
- Compiles or assists in compiling annual reports, Board of Trustees reports, etc.;
- Manages or assists in managing special projects and evolving issues of policy and practice;
- Represents the Division in meetings and events which the director is unable to attend; and
- Performs other duties as assigned.

The position will be part of the Professional Institute of the Public Service of Canada bargaining unit.

The first term of an individual in the position will be for a maximum period of two (2) years and may be followed by an additional appointment with a maximum period of two (2) years. All appointments, including the second consecutive term, will be subject to the appropriate posting and staffing provisions. Upon completion of the term of Assistant Director, the incumbent will return to his/her substantive position and salary. An employee who has held the position of Assistant Director for two consecutive terms up to a total of four (4) years, cannot reapply for the position for at least four (4) years following the end of their last appointment.

### Remuneration

In recognition of these additional responsibilities, the person occupying an Assistant Director position shall be compensated with a premium of \$8,000 per annum.

### Selection of Candidates

Interviews will be conducted when more than one individual has applied for the position, either at the CMC or the CWM. The Vice-president, Research and Collections, CMC or the Director, Research and Exhibitions, CWM has the final decision on the selection of the candidate in their location.

## APPENDIX "E"

### SPOUSAL DECLARATION

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

I, \_\_\_\_\_, declare that

(a) I am legally married to \_\_\_\_\_ or

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

Signed \_\_\_\_\_  
(Employee)

Date \_\_\_\_\_

Signed \_\_\_\_\_  
(For the Corporation)

Date \_\_\_\_\_

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