

Agreement

Between



and



Expiry date: September 30, 2022

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CHAPTER A- GENERAL

Purpose of Agreement

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

Recognition

A2.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Industrial Relations Board on January 14, 1994.

Application

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

A3.02 Wherever the singular and masculine are used in this Agreement, it shall be considered as if the plural and feminine are used.

Management

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

Interpretation and Definitions

A5.01 For the purpose of this Agreement,

- a) «bargaining unit» means the employees of the Employer as defined in the certificate issued by the Canada Industrial Relations Board on January 14, 1994;
- b) a «common-law partner» refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year;
- c) «compensatory leave» means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification and level prescribed in the employee's substantive position on the day immediately prior to the day leave is taken;

- d) «continuous employment» means:
 - i) for any employee first hired in the Public Service prior to July 1st, 1990: the length of continuous employment recognized to such employee in the Public Service when the employee became an employee of the Canadian Museum of Nature and the length of the employee's continuous service thereafter;
 - ii) it is understood that, with the exception of employees covered in 5.01d) i), there is no continuous employment relationship when a person ceases or ceased to be an employee under the Public Service and is subsequently hired by the Canadian Museum of Nature;
 - iii) any other employee: the length of continuous service since the date of last hiring;
- e) «daily rate of pay» means an employee's weekly rate of pay divided by five (5);
- f) «day of rest» in relation to an employee means a day, other than a paid holiday, on which that employee is not ordinarily required to perform the duties of the employee's position other than by reason of being on leave;
- 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*, employed by the Employer, and who is a member of the bargaining unit;
- i) «Employer» means The Canadian Museum of Nature and includes any person authorized to exercise the authority of the Museum;
- j) «headquarters area» has the same meaning as given to the expression in the Travel Policy;
- k) «holiday» means the twenty four (24) hour period commencing at 00:01-hour of a day designated as a paid holiday in this Agreement;
- l) «hourly rate of pay» means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2);
- m) «Institute» means the Professional Institute of the Public Service of Canada;
- n) «lay-off» means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- o) «leave» means authorized absence from duty;
- p) «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;

- q) **«normal work year» means nineteen hundred and fifty (1950) hours, subject to the leave provisions of this Agreement. The normal work year shall be from April 1st to March 31st of the following calendar year, inclusive.**
- r) «overtime» means:
- i) **in the case of a full-time employee, work performed at any time in the year that is authorized to be in excess of the employee's normal hours of work in the work year;**
- 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;
- s) «straight-time rate» means the employee's hourly rate of pay;
- t) «time and one-half» means one and one half (1 1/2) times the employee's hourly rate of pay;
- u) «weekly rate of pay» means an employee's annual rate of pay divided by **52**.

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

Official Texts

A6.01 All texts of this agreement, printed or published, are so done simultaneously in both official languages, and both language versions are equally authoritative.

CHAPTER B -WORKING CONDITIONS

Hours of Work

General

B1.01 For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

Work Week

B1.02 The work week shall **usually** be thirty-seven and one-half (37 1/2) hours and the workday shall **usually** be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, normally between the hours of 7:00 a.m. and 6:00 p.m. The ~~normal~~ workweek shall **usually** be Monday to Friday inclusive.

Days of Rest

B1.03 An employee shall **usually have** two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.

Recording Attendance

B1.04 Employees will submit overtime hours and leave into the self-administered system for approval.

- B1.05
- a) The conduct of scientific research, **collection management and public engagement** requires an adaptable **work** environment. Accordingly, every reasonable effort will be made to maintain a **work** environment where working hours can be arranged to meet the needs of research programs, **collections management and public engagement obligations**;
 - b) Except for an employee in receipt of a Field and Sea Research Allowance under Article F3.01, an employee who is required by the Employer to work on his/her day of rest or on a designated holiday, shall be compensated on the basis of one and one-half (1 1/2) hours pay for each hour worked on the understanding that the employee will also receive his/her normal pay on a designated holiday. Compensation will be in the form of cash except that on request of the employee and at the discretion of the Employer; compensation may be taken in the form of leave;
 - c) When an employee **is advised at least forty-eight (48) hours in advance to participate in a public engagement activity**, such hours involved will form part of the nineteen hundred and fifty (1950) hours as stated in clause **B1.01a**); **the employer will endeavor to accommodate an employee's personal obligations and commitments**;

- d) Each employee is expected to organize his or her hours of work, workdays and days of rest in order to suit his or her individual research activities and museum work, subject to the approval of the Employer;
- e) Each employee is expected to organize his or her hours of work, workdays and days of rest to respect to provisions of the *Canada Labour Code*;

Overtime

B2.01 When an employee wishes to perform overtime they will submit a request to their supervisor for approval by the Vice-President or designate prior to commencing the work.

B2.02 When an employee is required by the Employer to work overtime **or when an employee's request to work overtime is approved by the Employer**, the employee shall be compensated as follows:

- a) on the employee's normal work day, at the rate of time and one-half (1 1/2) for each hour of overtime worked;
- b) on the employee's first day of rest, at time and one-half (1 1/2) for each hour of overtime worked;
- c) on the employee's second day of rest, at double time (2) for each hour of overtime worked;
- d) i) on a paid 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 would have been granted had the employee not worked on the paid holiday;

or

- ii) when an employee works on a holiday, contiguous to a second day of rest on which the employee also worked and received overtime in accordance with clause B2.01 c) or d) 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.

B2.03 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

B2.04 **Unless mutually agreed upon, the Employer shall, whenever possible, give at least twenty-four (24) hours notice of any requirement for the performance of overtime, except in cases of emergency, unforeseen circumstances, call back or stand-by.**

B2.05 **The Employee may refuse the request for overtime as per the Canada Labour Code.**

- B2.06** Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on March 31st of the same fiscal year shall be paid on September 30 of the following fiscal year at the employee's daily rate effective at March 31st.
- B2.07** When a payment is being made as a result of the application of this Article, the Employer will endeavor to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment.
- B2.08**
- a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of \$9.00, except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed to the employee in order to take a meal either at or adjacent to the employee's place of work;
 - b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in a) above, the employee shall be reimbursed for one additional meal in the amount of \$9.00 except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed to the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work;
 - c) Clause B2.08 a) and b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

Designated Holidays

- B3.01** Subject to clause B3.02, the following days shall be paid holidays for employees:
- a) New Year's Day,
 - b) Good Friday,
 - c) Easter Monday,
 - d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
 - e) Canada Day,
 - f) Labour Day,
 - g) **National Day for Truth and Reconciliation**
 - h) Thanksgiving day,
 - i) Remembrance Day,
 - j) Christmas Day,
 - k) Boxing Day,
 - l) one additional day in each year: the employee will choose between St. Jean Baptiste Day and the first Monday in August,
 - m) one additional day when proclaimed by an Act of Parliament as a National Holiday.

B3.02 No employee is entitled to be paid for a paid holiday on which the employee does not work when the employee is not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article C13 (Leave for Staff Relations Matters).

B3.03 When a day designated as a holiday under clause B3.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a 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.

When two (2) days designated as holidays under clause B3.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

B3.04 When a day designated as a paid 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.

Compensation for Work on a Paid Holiday

B3.05 Compensation for work on a paid holiday will be in accordance with Article B2, overtime.

Designated Paid Holiday Coinciding with a Day of Paid Leave

B3.06 Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause B3.03, the paid holiday shall not count as a day of leave.

Holidays of other Religions

B3.07 Provided that the request is made at least one month prior to the holiday, the Employer shall accommodate an employee who requests up to three (3) days leave for other holidays relating to the employee's religious faith by either granting:

- a) leave without pay,
- b) compensatory leave,

- c) vacation leave,
- or
- d) any combination of the above.

Compensation for Work Performed on Holidays of other Religions

B3.08 When an employee's choice of other religions holidays has been approved by the Employer but, because of operational requirements the employee is subsequently required to work on that day, the employee's leave will be credited and the employee will be paid in accordance with the terms and conditions of the collective agreement.

Travelling Time

B4 Travelling time is compensated for only in the circumstances and to the extent provided for in this Article. Employees in travel status will be reimbursed for all reasonable expenses in accordance with the current Travel Policy of the employer.

B4.01 When the Employer requires an employee to travel outside the employee's headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

- a) on a normal working day on which the employee travels but does not work, the employee's regular pay for the day;
- b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - i) the employee's 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, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate in any day;
- c) on a day of rest or on a paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours pay at the straight-time rate.

B4.02 For the purpose of clause B4.01, the travelling time for which an employee shall be compensated is as follows:

- a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;

- b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the destination and, upon their return, direct back to the employee's residence or work place;
- c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

- B4.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.
- B4.04 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding will be compensated according to clause B2.04.
- B4.05 When a payment is being made as a result of the application of this Article, the Employer will do so in accordance with clause B2.05.
- B4.06 This Article does not apply to an employee required to perform work in any type of transport in which the employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the Articles: Hours of Work, Overtime, Paid Holidays.
- B4.07 Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of three (3) hours provided that such stop-over does not include an overnight stay.
- B4.08 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in the Career Development Article.

Call Back and Standby

- B5.01 If an employee is called back to work
- a) on a 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 work for the day and has left the place of work, and returns to work,
or

- d) from standby duty, the employee shall be paid the greater of:
 - i) the minimum of three (3) hours pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to this Agreement,
 - or
 - ii) compensation at the applicable overtime rate for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- e) The minimum payment referred to in B5.01 d) i) above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with B10.08.

B5.02 Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked unless required by the Employer to use a vehicle authorized by the Employer for transportation to a work location other than the employee's normal place of work.

B5.03 Payments provided under this Article and Overtime provisions of this Agreement shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

B5.04 This Article does not apply where an employee is on the Employer's premises at the time of notification of the requirement to work overtime.

B5.05 In lieu of cash compensation for overtime earned under B5.01 d) i) ii), the employee may request compensatory leave under provisions of clause B2.04.

B5.06 When an employee is called back to work under the conditions described in clause B5.01 a), b), c) or d) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for transportation costs in accordance with the provisions of the Museum's Travel Policy.

B5.07 The Employer may use at its discretion electronic paging devices or other electronic equipment if practicable and efficient and they will be provided without cost to those employees on stand-by duty.

B5.08 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be compensated at the rate of one-half (1/2) hour ~~four~~ for each four (4) hour period or portion thereof for which the employee is on standby.

B5.09 An employee designated by letter or by list for standby duty shall be available during the period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

B5.10 No standby payment shall be granted if an employee is unable to report for duty when required.

Immunization

B6.01 The Employer shall provide employees' with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of their duties. Immunization shall be a voluntary choice of the employee.

Technology

B7.01 Given the specific data and computational requirements for research and collection curation (i.e. software, hardware, data storage, file sharing, networks, journals, scientific equipment) the Employer agrees to meet with the Institute at least once per year to discuss the technological needs of the employees, including any requests for new technology, to share concerns regarding the current technological tools available to employees, IT support and the service providers, and to propose technological ideas or solutions that will facilitate the work of employees.

The Employer will provide timely responses to requests for new tools, installation or updating of required software and hardware. When an employee has been advised that their request has been approved, they can obtain an estimated timeline for providing any approved tools and updated timelines should they change.

B7.02 In this Article "Technological Change" means:

- a) the introduction by the Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business;
- b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

B7.03 Should the employer introduce a technological change the following clauses will apply. Furthermore, should the technological change result in lay-off of employees, article F1.01 will also apply.

B7.04 The parties agree to have meaningful consultation in order to eliminate or minimize the adverse effects of technological change on employees. The employer agrees to assist employees affected by the technological change to adjust to the effects of the technological change.

B7.05 Except when emergency changes are required to ensure the security or integrity of the Employer's systems, data or related infrastructure, the Employer agrees to provide at least one hundred and twenty (120) days written notice to the Institute of the introduction or implementation of technological change prior to the date on which changes are to occur. This notice period may be reduced or eliminated by mutual consent.

B7.06 The written notice provided for in clause B7.05 will provide the following information:

- a) the nature of the technological change;
- b) the date on which the Employer proposes to **implement** the technological change;
- c) the approximate number and type of employees likely to be affected by the technological change;
- d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected;
- e) such other information as is required by the regulations made pursuant to Section 52, subsection (4) of the *Canada Labour Code*.

B7.07 As soon as reasonably practicable after notice is given under clause B7.05, the Employer shall consult with the Institute concerning the effects of the technological change:

- a) the names of the employees who will initially be likely to be affected by the proposed technological change;

and

- b) the rationale for the change.

B7.08 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

B7.09 In accordance with Part 1 of the *Canada Labour Code*, Section 51(2) (c)(ii), the parties agree that Sections 52, 54 and 55, do not apply during the term of this Collective Agreement, to the Employer and the Institute.

Safety and Health

B8.01 The provisions prescribed in Part II of the *Canada Labour Code* apply to this Agreement and shall be observed by the parties involved.

Publications and Authorship

- B9.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work, within the established budget
- B9.02 The Institute acknowledges that the Employer has first right of refusal on all scientific and professional papers, monographs, audio-visual products, computer software, etc., submitted for publication by employees. Should the Employer not wish to exercise its rights to publish, it shall not unreasonably withhold permission to the author to publish. When approval for publication is withheld, the author(s) shall be informed in writing of the reasons.
- B9.03 When an employee acts as a sole or joint author or editor of an original publication his authorship or editorship shall normally be shown on the title page of such publication.
- B9.04 a) The Employer may suggest revisions to material and may withhold approval to publish an employee's publication.
- b) When approval for publication is withheld, the author shall be so informed.
- B9.05 When a disagreement arises on the suggested revisions to material, either of the parties may submit the case for review by an independent third party knowledgeable on the subject matter and mutually acceptable to both parties. After hearing both parties, the independent third party makes a recommendation to the Museum for final decision. The recommendation is also given to the Institute.

Part-Time Employees

- B10.01 Part-time employee means a person who works for the Employer on a regular on-going basis less than thirty seven and one-half (37 ½) hours per week.

General

- B10.02 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.
- B10.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for a full-time employee.
- B10.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified by this Agreement.
- B10.05 Leave will only be provided:

- a) during those periods in which employees are scheduled to perform their duties;
or

- b) where it may displace other leave as prescribed by this Agreement.

Paid Holidays

- B10.06 A part-time employee shall not be paid for the paid holidays but shall, instead be paid a premium of **four point sixty-five (4.65 %)** per cent for all straight-time hours worked during the period of part-time employment.
- B10.07 When a part-time employee is required to work on a day which is prescribed as a paid holiday for a full-time employee in clause B3.01, 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 as specified by this Agreement and double (2) time thereafter.
- B10.08 a) Overtime means authorized work performed in excess of the normal daily or weekly hours of work for a full-time employee, but does not include time worked on a holiday.
- b) When a part-time employee meets the requirements to receive call-back pay in accordance with B5.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.
- c) Subject to B10.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, as specified in this Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.
- B10.09 Subject to clause B10.08 a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

Vacation Leave

- B10.10 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of employment established in the vacation leave entitlement clause specified by this Agreement, prorated and calculated as follows:
- a) When the entitlement is nine point three seventy-five (9.375) hours a month, one-quarter of the hours in the employee's work week per month.
- b) When the entitlement is twelve point five (12.5) hours a month, one-third of the hours in the employee's work week per month.
- c) When the entitlement is fifteen point six two five (15.625) hours a month, five-twelfths of the hours in the employee's work week per month.

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

Sick Leave

B10.11 A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal work week.

Vacation and Sick Leave Administration

- B10.12 a) For the purposes of administration of clauses B10.10 and B10.11, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight time rate calculated on a monthly basis.
- b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

B10.13 Notwithstanding the provisions of Article F1.01, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full-time and part-time employment the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay 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 level to produce the severance pay benefit.

Restriction on Outside Employment

B11.01 Unless otherwise specified by the Employer 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 Employer.

Probationary Period

- B12.01 a) A new employee will be considered on probation for a period of up to one (1) working year. Employment during probation will be credited to the employee for the calculation of continuous employment.
- b) Where an employee has been transferred or has been promoted to another position, and the employee has not been found to be suitable for that position

during a reasonable period, the employee shall be returned to the employee's former position if vacant or to a comparable position. In such a case, the employee's salary will be adjusted to the rate paid to the employee prior to promotion or transfer with applicable adjustments due to economic and performance factors.

CHAPTER C - LEAVE

Leave - General

- C1.01 When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by death or layoff, the employee is considered to have earned the amount of leave with pay granted.
- C1.02 The amount of leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- C1.03 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- C1.04 An Employee is not entitled to leave with pay during periods the employee is on leave without pay, on educational leave or under suspension.
- C1.05 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification and level of the substantive position held by the employee on the date of the termination of employment.

Vacation Leave

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

Accumulation of Vacation Leave Credits.

- C2.02 An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rate:
 - a) (9.375) hours per month until the month in which the employee's first (1st) anniversary of service occurs (Probationary period);
 - b) (12.5) hours per month from the first (1st) month following the first anniversary until the month in which the employee's eighteenth (18th) anniversary occurs;
 - c) (15.625) hours per month commencing with the month in which the employee's eighteenth (18th) anniversary until the month in which the employee's twenty-eight (28th) anniversary of service occurs;
 - d) (18.75) hours per month commencing with the month in which the employee's twenty-eight (28th) anniversary of service occurs.
- C2.03 For the purpose of C2.02 only, all service within the Museum, whether continuous or discontinuous, shall count toward vacation leave except where the employee who, on

leaving the Museum, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Museum within two (2) years following the date of lay-off.

Entitlement to Vacation Leave with Pay

C2.04 An employee is entitled to vacation leave with pay to the extent of the employee's 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
- a) Employees are expected to take all their vacation leave during the year in which it is earned.
 - b) Subject to operational requirements, the Employer shall make every reasonable effort to schedule vacations as requested by an employee.
 - c) In doing so, it may, within different operational units, establish specific dates by which an employee must indicate in writing the employee's choice of vacation period.
 - d) The Employer undertakes to inform the employee in writing no later than ten (10) working days after the limit date whether the dates of vacation leave requested has been approved.
 - e) Where the period requested by the employee has not been approved, the Employer and the employee will attempt to determine another vacation period convenient to the Employer and the employee.

Replacement of Vacation Leave

C2.06 Where, in respect of any period of vacation leave, an employee:

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

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

Carry Over

- C2.07 a) Where in any vacation year an employee has not been granted all the vacation leave credited to him or her, the unused portion of vacation leave shall be carried over into the following vacation year. Carry over beyond thirty (30) days shall be by mutual consent.

The amount of leave with pay, earned but unused, credited to an employee by the Museum at the time when this agreement is signed, or at the time when the employee becomes subject to this agreement, shall be retained by the employee.

Liquidation

- b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be compensated at the employee's daily rate of pay as calculated from the classification and level of the employee's on March 31st.

Recall From Vacation Leave with Pay

- C2.08 a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- b) Where, during any period of vacation leave or leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer that the employee incurs:
- i) in proceeding to the employee's place of duty
and
 - ii) in returning to the place from which recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause C2.08 b) to be reimbursed for reasonable expenses incurred by the employee.

- C2.09 When the employer cancels a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

Advance Payments

C2.10 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the daily rate of pay as calculated from the classification and level of the substantive position on the date of the termination of the employee's employment.

Vacation Leave Credits for Severance Pay

C2.11 Where the employee requests, the Employer shall grant the employee unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off.

C2.12 Notwithstanding clause C2.11, employees' whose employment is terminated by reason of a declaration that the employees' abandoned their positions they are entitled to receive the payment referred to in clause C2.11, if they request it in writing within six months following the date upon which their employment is terminated.

Sick Leave

Credits

C3.01 An employee shall earn sick leave credits at the rate of nine point three seven five (9.375) hours for each calendar month for which the employee receives pay for at least ten (10) days.

C3.02 An employee shall be granted sick leave with pay when unable to work because of illness or injury provided that the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer.

C3.03 a) Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury they were unable to perform their duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause C3.02.

b) The Museum will reimburse the cost of a medical certificate requested in support of an application for sick leave.

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 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause C3.02, sick leave with pay may, at the discretion of the Employer, be granted:
- a) a period of up to twenty-five (25) days if the employee is awaiting a decision on an application for injury-on-duty leave,
or
 - b) a period of up to fifteen (15) days if the employee has not submitted an application for injury-on-duty leave.
- C3.06 Sick leave credits earned but unused by an employee during a previous period of employment in the Museum shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the Museum within **one (1) year** from the date of lay-off.
- C3.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- C3.08 The Employer shall grant up to a half (1/2) day leave with pay for medical or dental appointment. Where a series of continuing appointments are necessary for the treatment of a particular condition, absences shall be charged to sick leave.

Bereavement Leave

Preamble

With 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.

- C4.01 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 partner resident with the employee), grand-parent, child, (including child of common-law partner) grandchild, stepchild or ward of the employee, father-in-law, mother-in-law, relative permanently residing in the employee's household or with whom the employee permanently resides, and any other relative for whom the employee has care-giving responsibilities.
- a) When a member of the immediate family dies, an employee:
 - i) shall be entitled to bereavement leave with pay of five (5) days taken within three (3) months of the death, or within such longer period as is reasonable under the individual circumstances.
 - ii) In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- b) Bereavement leave granted under this clause may be taken in two or more separate periods.
- c) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of his/her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- d) If, during a period of leave with pay, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this article, the employee shall be granted bereavement leave with pay and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- e) It is recognized by the parties that the situations which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clause a) or c), at the discretion of the Employer, grant leave with pay in respect of persons not listed in this article.

Maternity and Parental Leave without Pay

Effective 1 October 2018, the following provisions apply to employees who are actively on strength as of the date of ratification (including those on paid and unpaid leave).

C5.01 Maternity leave without pay

- a. **An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.**

- b. **Notwithstanding paragraph (a):**

- i. **where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,**
or
- ii. **where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,**

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- c. **The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.**

- d. The Employer may require an employee to submit a medical certificate certifying pregnancy.**
- e. An employee who has not commenced maternity leave without pay may elect to:**
 - i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;**
 - ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 19: sick leave with pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 19: sick leave with pay, shall include medical disability related to pregnancy.**
- f. An employee shall inform the Employer in writing of her plans to take leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence while termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.**
- g. Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.**

C5.02 Maternity allowance

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:**
 - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,**
 - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
and**
 - iii. has signed an agreement with the Employer stating that:**
 - A. she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;**
 - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;**
 - C. should she fail to return to work as described in section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become**

disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \quad \times \quad \text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired by the Employer within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).**
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:**
 - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and**
 - ii. for each week the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and**
 - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.**
- d. At the employee's request, the payment referred to in subparagraph C 5.02 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.**
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.**

- f. **The weekly rate of pay referred to in paragraph (c) shall be:**
 - i. **for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;**
 - ii. **for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.**
- g. **The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.**
- h. **Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.**
- i. **Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.**
- j. **Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.**

C5.03 Special maternity allowance for totally disabled employees

- a. **An employee who:**
 - i. **fails to satisfy the eligibility requirement specified in subparagraph C5.02 (a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Quebec Parental Insurance Plan maternity benefits,**
and
 - ii. **has satisfied all of the other eligibility criteria specified in paragraph C5.02 (a), other than those specified in sections (A) and (B) of subparagraph C5.02 (a)(iii),****shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD plan or through the *Government Employees Compensation Act*.**

- b. An employee shall be paid an allowance under this clause and under clause C5.02 for a combined period of no more than the number of weeks while she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).**

C5.04 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)**
or
 - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**
beginning on the day on which the child is born or the day on which the child comes into the employee's care.**

- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)**
or
 - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**
beginning on the day on which the child comes into the employee's care.**

- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.**

- d. Notwithstanding paragraphs (a) and (b):
 - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,**
or
 - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or 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 while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.**

- e. **An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave**
- f. **The Employer may:**
 - i. **defer the commencement of parental leave without pay at the request of the employee;**
 - ii. **grant the employee parental leave without pay with less than four (4) weeks' notice;**
 - iii. **require an employee to submit a birth certificate or proof of adoption of the child.**
- g. **Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes**

C5.05 Parental allowance

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two (2) options, either:

- **Option 1: standard parental benefits, paragraphs C5.05 (c) to (k),**
or
- **Option 2: extended parental benefits, paragraphs C5.05 (l) to (t).**

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan, parental allowance is payable only under Option 1: standard parental benefits.

Parental allowance administration

- a. **An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:**
 - i. **has completed six (6) months of continuous employment before the commencement of parental leave without pay,**
 - ii. **provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,**
and
 - iii. **has signed an agreement with the Employer stating that:**
 - A. **the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;**

- B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section C5.02 (a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section C5.02 (a)(iii)(B), if applicable;
- C. should he or she fail to return to work as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$(\text{allowance received}) \times \frac{(\text{remaining period to be worked, as specified in (B), following his or her return to work})}{[\text{total period to be worked as specified in (B)}]}$$

however, an employee whose specified period of employment expired and who is rehired by the Employer within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

Option 1 – Standard parental allowance

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs C5.04 (a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan,

- he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
- iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks’ paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period;
 - iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;
 - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, at ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph C5.02 (c)(iii) for the same child;
 - vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs C5.02 (c)(iii) and C5.05 (c)(v) for the same child;
- d. At the employee’s request, the payment referred to in subparagraph C5.05 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.

- e. **The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.**
- f. **The weekly rate of pay referred to in paragraph (c) shall be:**
 - i. **for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;**
 - ii. **for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.**
- g. **The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.**
- h. **Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable) the employee was being paid on that day.**
- i. **Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.**
- j. **Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.**
- k. **The maximum combined, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.**

Option 2 – Extended parental allowance

- I. **Parental allowance payments made in accordance with the SUB Plan will consist of the following:**
 - i. **where an employee on parental leave without pay as described in subparagraphs C5.04 (a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;**

- ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph C5.02 (c)(iii) for the same child.
 - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph C5.02 (c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph C5.05 l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
 - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

- p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable), the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee’s deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

C5.06 Special parental allowance for totally disabled employees

- a. An employee who:

 - i. fails to satisfy the eligibility requirement specified in subparagraph C5.05 (a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or through the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Quebec Parental Insurance Plan benefits,
and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph C5.05 (a), other than those specified in sections (A) and (B) of subparagraph C5.04 (a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee’s rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or through the *Government Employees Compensation Act*.
- b. An employee shall be paid an allowance under this clause and under clause C5.05 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

Leave without Pay for the Care and Nurturing of Pre-School Age Children, Relocation of Spouse or Common-law Partner and Personal Needs

- C6.01 a) Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children, a member of the employee's immediate family for whom the employee has care giving responsibility, for relocation or for personal needs. Care giving responsibility is defined as prime responsibility for providing care to a member of the immediate family who is unable to live independently.
- b) Leave will be granted under the following conditions:
- i) an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
 - ii) in the case of care and nurturing for pre-school age children leave granted under this clause shall be for a minimum period of six (6) weeks to a maximum of 5 years;
 - iii) in the case of relocation, leave without pay for a period of up to one (1) year shall be granted to an employee whose common-law partner or spouse is permanently relocated and up to five (5) years to an employee whose common-law partner or spouse is temporarily relocated;
 - iv) 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;
 - v) 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;
 - vi) an employee is entitled to leave without pay for personal needs only once under each of iv) and v) of this clause during his total period of employment with the Museum. Leave without pay granted under this clause may not be used in combination with maternity and parental leave without the consent of the Employer.
- c) 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 and from the calculation of "service" for the purpose of calculating vacation leave.
- d) i) Upon returning from leave of one year or less, the employee shall be reinstated into the position at the time the leave commenced.

- ii) Upon returning from leave of a period in excess of one year, the employee shall be reinstated into the same position occupied at the time the leave commenced, or offered a comparable position.
- iii) If a comparable position does not exist, the employee will continue to be paid at the level applicable to the position occupied at the time the leave commenced for a period of two (2) years while the Employer make every reasonable effort to place the employee in a comparable position.
- iv) If the employee is not offered a comparable position after two years from the ending of the leave, the employee shall be laid-off.
- v) Should the identical or comparable position be offered to the employee and the employee refuses such a position, the employee, by such refusal, shall be considered as having voluntarily resigned from employment with the Employer.
- vi) Should the employee wish to return to work prior to the expected date of return, the employee shall inform the Employer in writing at least four (4) weeks in advance of the date of which the employee will return to work

Leave with Pay for Family-Related Responsibilities

- C7.01 a) For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), dependent children (including foster children or children of spouse or common-law partner), parents (including step-parents or foster parents), or anyone permanently residing in the employee's household or with whom the employee permanently resides.
- b) The Employer shall grant leave with pay under the following circumstances
- i) for a medical or dental appointment when the dependent family member is incapable of attending the appointments alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize absences from work. An employee requesting leave under this provision must notify the immediate supervisor of the appointment as far in advance as possible;
 - ii) for the temporary care of a sick member of the employee's family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
 - iii) for needs directly related to the birth or to the adoption of the employee's child;
 - iv) to provide emergency child care where there is unforeseen disruption in the employee's usual child care arrangements;

- v) The total leave with pay which may be granted under sub-clauses b) i), ii) iii) and iv) shall not exceed five (5) days in a fiscal year;
 - vi) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause C7.01 v) may be used:
 - a) to attend school functions, if the supervisor was notified of the function as far in advance as possible;
 - b) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other representative, if the supervisor was notified of the appointment as far in advance as possible.
 - vii) An employee who has used up their leave under this article may, if more leave is required for family illness purposes as defined in this article, use up to thirty seven decimal five (37.5) hours sick leave annually for this purpose.
- c) Vacation Leave – Unique vacation leave credit
- i) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.50) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause C2.03.
 - ii) The vacation leave credits provided in C7.01 c) i) above shall be excluded from the application of paragraph C2.07a) dealing with the Carry-Over of Vacation Leave.

Court Leave with Pay

C8.01 The Employer shall grant leave with pay to an employee for the period of time the employee 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 or before a grand jury,
 - ii) before a court, judge, justice, magistrate or coroner,
 - iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
- iv) before a legislative council, legislative assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

- v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Personnel Selection Leave with Pay

C9.01 Where an employee participates in a personnel selection process for a position with the Employer, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process.

Injury-On-Duty Leave with Pay

C10.01 An employee shall be granted injury-on-duty leave with pay for the period of time approved by a Provincial Worker's Compensation Board upon notification to the Employer that it has certified that the employee is unable to work because of:

- a) personal injury accidentally received in the performance of the employee's duties and not caused by the employee's willful misconduct;

or

- b) an industrial illness or a disease arising out of and in the course of the employee's employment;

or

- c) exposure to hazardous conditions in the course of the employee's employment;

if the employee agrees to pay to the Canadian Museum of Nature any amount received by the employee for loss of wages in settlement of any claim the employee may have in respect of such injury, illness, disease or exposure.

Examination Leave

C11.01 Leave with pay to take examinations or defend dissertations which take place during an employee's scheduled hours of work may be granted by the Employer to an employee who is not on education leave. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

Leave for Victims of Family Violence

C12.01

- a) **Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of**

absence from employment of up to seventy-five (75) hours in every calendar year, in order to enable the employee, in respect of such violence,

(i) to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;

(ii) to obtain services from an organization which provides services to victims of family violence;

(iii) to obtain psychological or other professional counselling;

(iv) to relocate temporarily or permanently;

(v) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or

(vi) to take any measures prescribed by regulations passed pursuant to the Canada Labour Code.

b) (i) If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first thirty-seven and a half (37.5) hours of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages. Employees who work irregular hours shall have their pay calculated on the basis of their average daily earnings, exclusive of overtime, for the twenty (20) days the employee worked immediately preceding the first day of the period of paid leave.

(ii) Understanding that requiring any documentation may pose a significant barrier to accessing leave, the Employer will accept a range of documentation including a court report, a doctor's or counsellor's note or a note from a women's shelter or support service agency, a police report or any other reasonable documentation.

c) An employee is not entitled to a leave of absence with respect to any act of family violence if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

d) The Employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

e) The parties recognize that, for the purposes of this Article, "family violence" includes domestic violence, family violence and intimate partner violence.

f) Safety Planning

The Employer will work with the Chief of Protection, the employee's manager and a bargaining unit representative determined by the employee, and the employee to develop an individualized safety plan that takes into consideration the circumstances of the employee reporting domestic violence. The safety plan will include measures to keep the employee safe at work and safe on the journey to and from work. The safety plan will be reviewed and monitored with the employee by the Chief of Protection, the employee's manager and a bargaining unit representative (determined by the employee) on a predetermined schedule or if there is an incident that involves threat or harm at work and may be updated as circumstances change.

Career Development

C13.01 The parties recognize that, in order to maintain and enhance professional and career development, employees need to have, from time to time, an opportunity to attend or participate in career development activities.

Education Leave

- C13.02 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 the employees to fill their present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- b) An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- c) Allowances already being received by the employee may, at the discretion of the Employer, 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 Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
- i) fails to complete the course,
 - ii) does not resume employment with the Employer on completion of the course,

or

- iii) ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid to them under this clause during the education leave or such lesser sum as shall be determined by the Employer. The Employer will not seek reimbursement of the allowance due to special circumstances affecting an employee such as long term illness.

Professional Development

C13.03 a) The parties to this agreement recognize that attendance at professional or scientific conferences, symposia, workshops and other gatherings of a similar nature constitutes an integral part of employee's **professional** activities and that attendance and participation in such gathering is recognized as an important element in the conduct of scientific research or professional development. In this context, the parties also recognize the importance of research networking with national and international peers and active participation in the business and organization of relevant scientific and professional societies.

b) i) Each fiscal year, the Employer may, at its sole discretion, allocate a set amount of professional development funds for each employee, to be used for the purpose of the professional development activities listed in Sections C13.03 - C13.05.

ii) Professional development funds may be spent on other expenses (e.g. professional society memberships, books) upon approval by the Vice-President, Research and Collections or their designate.

iii) Employees may carry over up to \$ 5,000 of their unused allocated professional development funds, including those allocated in previous fiscal years, into the next fiscal year.

Scientific Conferences

C13.04 a) An employee can attend scientific conferences at least once a year, in a related field of expertise. Attendance is based on recommendations by the employee for the appropriate conference, workshops, and other gathering, consideration of operational constraints, and approval by the Employer.

b) The Employer will grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.

- c) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer is deemed to be on duty. The employer will pay all related costs.
- d) An employee invited to participate in a conference or convention to make a presentation will be **paid while participating and may be** granted reasonable travel and registration expenses, **subject to budgetary and operational constraints.**
- e) An employee shall not be entitled to any compensation under Article B2 (Overtime) and B4 (Travelling Time) in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this article, except as provided by paragraph c).

Professional Development

- C13.05 a) The parties to this Agreement share a desire to improve professional standards by giving the 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 those of the Employer,
 - iii) to carry out research or perform work in the employee's field of specialization not specifically related to the employee's assigned work projects when in the opinion of the Employer such assignment is needed to enable to fill the employee's present role more adequately.
- b) Subject to the Employer's approval an employee shall **be paid while participating** in the activities described in clause C13.05 a);
- c) An employee may apply at any time for professional development under this article, and the Employer may select an employee at any time for such professional development;
- d) When an employee is selected by the Employer for professional development under this article the Employer 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 article shall continue to receive normal compensation including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles B2 (Overtime) and B4 (Travelling Time) while on professional development under this article;

- f) An employee on professional development under this article may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

Sabbatical Leave

- C13.06 a) The parties to this agreement recognize that sabbatical leave is a privilege and is considered an investment toward increasing the quality of research and programs at the CMN by allowing an eligible employee to devote more time to scholarly work such as writing a book, research work or similar endeavours.
- b) An employee shall have the right to take a sabbatical leave with pay from regular duties after completion of six (6) years of service or after six (6) years of service since the last sabbatical leave subject to the following eligibility conditions
 - i) Leave will be subject to approval of detailed description of the research to be undertaken
 - ii) Leave will not compromise operational requirements of the Museum
 - iii) An employee who obtains sabbatical leave agrees to remain in the service of the Employer for an equivalent period following the leave
 - iv) Salary for the sabbatical leave of up to one year shall be set at eighty percent (80%) of the annual salary of the employee. Other benefits will remain based on the full salary
 - v) Salary for the sabbatical leave of six (6) months or less shall be set at one hundred percent (100%)
 - c) For purpose of administration no more than thirty percent (30%) of employees may be on sabbatical leave at any one time.
 - d) All credits for vacation and compensatory time accumulated during the sabbatical leave are deemed to be used during the sabbatical leave.

Leave for Staff Relations Matters

Complaints Made to the Canada Industrial Relations Board (Pursuant to the *Canada Labour Code*)

C14.01 When operational requirements permit, the Employer will grant leave with pay:

- a) to an employee who makes a complaint, before the Canada Industrial Relations Board,

and
- b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

Applications for Certification, Representations and Interventions with respect to Applications for Certification

C14.02 Where operational requirements permit, the Employer will grant leave without pay:

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

Employee Called as a Witness

C14.03 The Employer will grant leave with pay:

- a) to an employee called as a witness by the Canada Industrial Relations Board,
and
- b) where operational requirements permit, to an employee called as a witness by an employee for matters related to the collective agreement or the Institute.

Arbitration Board and Conciliation Board Hearings

C14.04 Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board or Conciliation Board.

Employee Called as a Witness

C14.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

Arbitration

C14.06 Where operational requirements permit, the Employer will grant leave with pay to an employee who is:

- a) a party to an arbitration,
or
- b) the representative of an employee who is a party to an arbitration,
or
- c) a witness called by an employee who is party to an arbitration.

Meetings during the Grievance Process

Employee Presenting Grievance

C14.07 Where operational requirements permit, the Employer will grant to an employee:

- a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the headquarters area of such employee;

and

- b) where an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

Employee Who Acts as Representative

C14.08 Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

Grievance Investigations

C14.09 Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in the headquarters area of such employee and leave without pay when it takes place outside the headquarters area of such employee.

Preparatory Contract Negotiations Meeting

C14.10 Where operational requirements permit, the Employer will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

Meetings Between the Institute and Management

C14.11 Where operational requirements permit, the Employer will grant leave with pay to an employee who is meeting with management on behalf of the Institute.

Institute Executive Council Meetings and Conventions

C14.12 Where operational requirements permit, the Employer will grant leave without pay to an employee to attend Executive Council Meetings and Conventions of the Institute.

Stewards Training Courses

- C14.13 a) Where operational requirements permit, the Employer 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.
- b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Stewards by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer

Volunteer Leave

C15.01 With an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, seven point five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The Employer and the employee shall make every reasonable effort to schedule the leave at times convenient to both.

Personal Leave

C16.01 With an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, seven point five (7.5) hours of leave with pay for reasons of a personal nature.

The Employer and the employee shall make every reasonable effort to schedule the leave at times convenient to both.

Other Leave with or without Pay

C17.01 At its discretion, the Employer may grant:

- a) leave with pay when unforeseen circumstances not directly attributable to the employee which prevents the employee to report for duty. Such leave shall not be unreasonably withheld;
- b) leave with or without pay for purposes other than those specified in this Agreement.

CHAPTER D- STAFF RELATIONS MATTERS

Check-Off

- D1.01 The Employer will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.
- D1.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause D1.01.
- D1.03 For the purpose of applying clause D1.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.
- D1.04 No employee organization, other than the Institute, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- D1.05 The amounts deducted in accordance with clause D1.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- D1.06 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- D1.07 The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.
- D1.08 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.
- D1.09 Deductions for the Institute's dues will be included on employee's T4 slips, provided such deductions were made by the Employer.

Use of Employer Facilities

- D2.01 A duly accredited representative of the Institute may be permitted access to the Employer's premises, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

D2.02 The Bargaining Agent shall provide to the Employer a list of such representatives and shall advise promptly of any change made to the list.

Bulletin Boards

D2.03 Reasonable space on bulletin boards will be made available to the Bargaining Agent for the posting of official notices, in convenient locations determined by the Employer and the Institute. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.

D2.04 The Employer will make available, after consultation with the Institute, specific locations on its premises for the placement of reasonable quantities of literature of the Institute.

Information

D3.01 The Employer agrees to supply the Institute in addition to the list indicated in article D1.05, with a list containing the following information:

- Name and level
- New employees
- Date of appointment of new employees
- Leaves, except annual leave and sick leave
- Lay-offs
- Struck off strength (SOS) with the type of SOS
- Identification assigned number (IAN)

The above information shall also be provided to the President of the Group or his substitute.

Each new employee shall also receive a notice, to be supplied by the Institute, telling the employee how to contact the Institute.

D3.02 The Employer agrees to post an electronic copy of the Collective Agreement and will endeavour to do so within one (1) month after the signing of the Agreement.

Stewards

D4.01 The Institute shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause D4.02.

D4.02 a) Representatives shall obtain the permission of their immediate supervisor before leaving their work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be

unreasonably withheld. Where practicable, the representatives shall report back to their supervisor before resuming their normal duties.

- b) Where practicable, when the employee requests the presence of an Institute representative at a meeting, such request will be communicated to the employee's supervisor.

Grievance Procedure

Glossary of Terms

D5.01 a) «Grievance» is a complaint in writing submitted to an authorized Institute representative and signed by an employee and by the authorized Institute representative on behalf of one or more employees, alleging a violation regarding the application, interpretation or administration of the collective agreement,

or

a complaint made by the Institute on its own behalf alleging a violation regarding the application or administration of the collective agreement

- b) Authorized representative of the Institute" is a person designated by the bargaining Agent to participate in the processing of a grievance.
- c) «Days» means calendar days excluding Saturdays, Sundays and holidays

Grievance Procedure

Discussion of Complaint Prior to Presenting a Grievance

D5.02 An employee or the employee's authorized Institute representative is encouraged to discuss complaints with the employee's immediate supervisor prior to presenting a grievance.

Investigation of Complaint

D5.03 In investigating an employee complaint, the authorized Institute representative shall obtain the permission from the immediate supervisor to leave the workplace. When entering the employee's workplace, the authorized Institute representative shall obtain the permission from the employee's immediate supervisor before proceeding with the investigation. Such permission shall not be unreasonably withheld.

The authorized Institute representative shall be allowed a reasonable period of time to complete the investigation and shall report to the supervisor before resuming normal duties.

Right to Present a Grievance

D5.04 An employee who wishes to submit a grievance at any level of the grievance procedure shall transmit a grievance through the authorized Institute representative. An aggrieved employee shall be represented by an authorized representative of the Institute at any level of the grievance procedure.

Irregularities

D5.05 The authorized Institute representative shall present grievances in the manner prescribed in this Article but a grievance shall not be defeated by reason of a technical irregularity or shall not be invalid due to the fact that it is not written or in accordance with grievance forms approved by the Institute and the Employer, and provided by the Employer.

Presentation of Grievances

D5.06 A grievance, at any level, will be submitted by an authorized Institute representative to a representative of the human resources division, at which time the human resources representative shall immediately sign and date the grievance and provide a copy of the grievance to the authorized Institute representative.

Processing Grievances (Levels)

D5.07 Except as otherwise provided in this Agreement, a grievance shall be processed as follows:

a) First (1st) Level:

Employer- Manager of the function
Institute- Authorized Institute representative

b) Second (2nd) Level:

Employer- President or his/her authorized representative
Institute - Authorized Institute Representative

Employees reporting directly to a level higher than a manager of a function will process their grievance directly to that level and consequently bypass first (1st) level of the grievance procedure.

The Employer shall designate a representative at each level in the grievance procedure and shall inform the Institute and each employee to whom the procedure applies of the name or title of the person designated.

The Institute representatives as referred to in this Article shall have the right to consult personally with designated representatives of the Employer at each level with respect to a grievance. The designated representative of the Employer at each level shall personally reply to the grievance in writing as provided for elsewhere in this Article.

Time Limit at First Level

D5.08 A grievance may be submitted to the first level of the grievance procedure not later than the twenty fifth (25th) day after the date on which the aggrieved employee or the Institute, as applicable, was notified orally or in writing or otherwise first became aware of the action or the circumstances giving rise to the grievance.

Hearing and Reply at First Level

D5.09 Within ten (10) days following receipt of such presentation of a grievance, the Employer may hold a hearing at level one and reply in writing to the grievance.

Time Limit at Second Level

D5.10 If the decision of the Employer at the first level is not satisfactory, the Institute may submit the grievance at the second level of the grievance procedure not later than the (10th) day after the written decision of the Employer was received by the Institute. A hearing may be held and the Employer will reply in writing fifteen (15) days after the grievance is presented.

Abandonment or Failure to Reply

D5.11 If the Institute fails to submit a grievance at each level in the grievance procedure within the time limits stipulated in this Article, the grievance shall be deemed abandoned. Similarly, if the Employer fails to reply to a grievance within the time stipulated in this Article, the grievance may be referred to the next level of the grievance procedure.

The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Employer and the Institute.

Notification of Decision

D5.12 The Employer will forward to the appropriate authorized Institute representative a copy of the Employer's decision at each level in the grievance procedure at the same time the Employer's decision is conveyed to the employee(s) on whose behalf the grievance was filed.

When the Employer's representative at any level denies a grievance, the employee's reply at that level shall include the reasons for the denial of the grievance.

Grievance Directly to the Final Level

D5.13 By agreement of the Institute and the Employer, a grievance may be submitted directly to the final level within the time limit stipulated in clause D5.08.

Discharge and Suspension

D5.14 If the Employer discharges or indefinitely suspends an employee, the resulting grievance shall be submitted directly to second level.

No Threats or Intimidation

D5.15 Neither the Employer nor anyone acting on behalf of the Employer shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause employees to abandon their grievance or refrain from exercising their rights to present a grievance as provided in this Collective Agreement.

Arbitration

D5.16 When a grievance has been presented at the final level of the grievance procedure and has not been resolved to the satisfaction of the Institute, the Institute may refer such grievance to arbitration within (30) days of receipt of the final level answer failing which the grievance shall be considered to be abandoned. The Institute shall notify the Employer in writing of each referral to arbitration.

Within Ten (10) Days after Notice of Arbitration Has Been Served

- D5.17
- a) The matter will be referred to an arbitration board unless mutually agreed to submit it to a single arbitrator.
 - b) Where the matter is submitted to a single arbitrator, this arbitrator will be chosen by mutual agreement. The decision of the single arbitrator shall be final and binding on both parties.
 - c) Where the matter is referred to an arbitration board, each of the parties shall appoint one arbitrator, and the two arbitrators so appointed shall choose a chairperson. The three will constitute the arbitration board. The decision of the majority shall be final and binding on both parties. In the case where a majority decision cannot be reached, the decision of the chairperson shall be considered the decision of the arbitration board.
- D5.18 In the event that the parties fail to agree on the choice of an arbitrator, or the two arbitrators fail to agree on the choice of a chairperson, they shall forthwith request the Minister of Labour to appoint an arbitrator or chairperson.
- D5.19
- a) The arbitrator or arbitration board shall have all the powers vested in it by the *Canada Labour Code*, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator or arbitration board deems just and reasonable in the circumstances, including compensation for lost income.
 - b) The arbitrator or arbitration board shall not change, modify or alter any of the terms of this contract.

D5.20 The Institute and the Employer shall each bear half (1/2) the cost of the single arbitrator or the single chairperson. Each party shall bear its own expenses with regards to the arbitration proceedings.

Decision of Arbitrator or Board

D5.21 The Arbitrator or the Board as the case may be, must hand down a written decision within sixty (60) days of the date of hearing.

Classification Grievance

- D5.22 a) The duties and responsibilities forming the basis of a classification grievance must be those assigned and performed at the time the decision to grieve was made.
- b) In addition to the job description, evidence as to the duties actually performed would be relevant and admissible evidence. However, any disagreement between the employee and the authorized supervisor concerning the duties assigned must be identified in the classification grievance proper.
- c) The employee will discuss the classification of the position with a management representative who is knowledgeable in classification, and with an Institute representative, before presenting a classification grievance.

D5.23 Where a grievance that may be presented by an employee to arbitration is a grievance relating to the interpretation or application in respect of him of a provision of this Agreement, the employee is not entitled to refer the grievance to arbitration unless the Institute signifies in prescribed manner:

- a) its approval of the reference of the grievance to arbitration, and
- b) its willingness to represent the employee in the arbitration proceedings.

Joint Consultation

D6.01 The parties acknowledge the mutual benefits to be derived from meaningful consultation and will consult on matters of common interest including workload.

D6.02 There shall be one joint consultation committee under the agreement. The committee shall be composed of two representatives from the bargaining unit and two representatives of the Employer. The committee shall meet at mutually satisfactory times.

D6.03 Any items agreed to by the committee which would alter any provision of this agreement will be considered ipso facto null and void.

D6.04 The Committee will not discuss grievances.

- D6.05 In order for consultation to be effective, the parties will ensure that their delegates are official representatives that may speak on behalf of the parties with regards to subjects in the joint consultation process.

Standards of Discipline

- D7.01 a) When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.
- b) The Employer shall notify the local representative of the Institute that such suspension has occurred.
- D7.02 When employees are required to attend a meeting, the purpose of which is to render a disciplinary decision concerning them, the employees are entitled to have, at their own request, a representative of the Institute attend the meeting. Where practicable, the employees shall receive a minimum of two (2) working days' notice of such a meeting.
- D7.03 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- D7.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

Employee Performance Review and Employee Files

- D8.01 For the purpose of this Article,
- a) a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor on how well the employee has performed the approved tasks during a specified period in the past;
- b) formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose;
- c) prior to an employee performance review the employee shall be given:
- i) the evaluation form which will be used for the review;
- ii) any written document which provides instructions to the person conducting the review;
- d) if during the employee performance review, either the form or instructions are changed, they shall be given to the employee.

- D8.02 a) The Employer shall make a formal assessment of an employee's performance at least once a year. The employee concerned must be given an opportunity to sign the completed assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on the assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (%) of the period for which the employee's performance is evaluated. In cases where an employee has worked on several projects, input from those people responsible for the projects shall form a part of the employee's performance appraisal.
- D8.03 An employee has the right to make written comments to be attached to the performance review form.
- D8.04 The personal file of any employee shall be made available upon request in the presence of an authorized representative of the Employer. The employee may be accompanied by a representative of the Institute, if desired. The Employer shall provide pertinent file documents requested by the employee once a year, if there have been changes.
- D8.05 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

Employment References

- D9.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, and principal duties and responsibilities.

Harassment and Discrimination in the Work Place

- D 10.01 a) Harassment and discrimination, in any form, will not be tolerated by the Museum.
- b) Complaints concerning harassment and discrimination will be investigated and treated as per the No Discrimination and No Harassment Policy that was revised effective January 25, 2005. However, the employee may instead choose to file a grievance in accordance with article D5 of this Collective Agreement.
- c) If the complainant or the respondent is not satisfied with the results of the application of the No Discrimination and No Harassment Policy, he or she may file a grievance in accordance with article D5 of this collective agreement. The time limit specified in article D5.08 shall be waived where the grievor has attempted to have their complaint resolved through the No Discrimination and

No Harassment Policy. Both parties agree that the grievance shall be treated directly through the arbitration process.

- d) The Health and Safety Committee may make recommendations to the Employer on the monitoring and developing of prevention or procedures to reduce the risk of abuse of staff.
- e) Any changes to the No Discrimination and No Harassment Policy will be agreed to by both parties.

Contracting Out

D11.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Museum of Nature to employees who would otherwise become redundant because work is contracted out.

Strike or Lockout

D12.01 The Institute, the employees and the Employer understands and agree that there is to be no illegal strike or lockout during the term of this agreement, the definitions of "strike" and "lockout" being that as laid down by the *Canada Labour Code*.

CHAPTER E- STAFFING

Statement of Duties

E1.01 Upon written request, employees shall be provided with a complete and current statement of the duties and responsibilities of their position.

If the employee disagrees with the content of the statement of duties, the manager and the employee will meet as soon as possible with the purpose of discussing and resolving the issues.

Registration Fees

E2.01 The Employer shall reimburse an employee for the 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 the position.

Position and Classification

E3.01 The Employer shall continue to classify positions for Museum Research Scientists in the bargaining unit in accordance with the Classification and Promotion Process agreed to by the parties.

The Employer shall continue to classify positions for Curators in the bargaining unit in accordance with the Promotion Criteria agreed to by the parties.

Work Force Adjustment

E4.01 The Employer shall provide written notice of layoff to each employee so affected as far in advance of the layoff as is practicable, but in no case less than the following:

Years of continuous employment	Notice period
Less than two (2) years	Two (2) months
Two (2) to five (5) years	Four (4) months
Five (5) to ten (10) years	Six (6) months
More than ten (10) years	Twelve (12) months

- E4.02 a) When an employee who has worked for the Museum for ten (10) years or less receives a written notice of layoff, he or she may elect to resign and be paid a lump-sum equivalent to the salary earned during the required notice period to a maximum of six (6) months.
- b) When an employee who has worked for the Museum for more than ten (10) years receives a written notice of layoff, he or she may elect to:
- i) resign and be paid a lump-sum equivalent to the salary earned during the required notice period to a maximum of six (6) months:

or

- ii) to work part of the notice period and be paid a lump-sum equivalent to the salary to be earned during the remaining notice period to a maximum of six (6) months.

In all the above cases, such pay-out shall be deemed to satisfy the requirements of clause E4.01

- E4.03 Layoffs will be determined solely by the Employer. Cases of contemplated layoff will be discussed with the Institute to explore ways of assisting affected employees in obtaining suitable employment within or outside the museum.
- E4.04 Employees on layoff will be recalled to work as determined by the Employer. Laid-off employees will be retained on a recall list for a maximum of one (1) year and shall not be considered an employee for the purposes of this Agreement.
- E4.05 The provisions of this Agreement shall not apply to employees where a temporary cessation of their employment is affected due to a shutdown of Employer operations which may come as a result of an emergency or of other operational requirements.

Scientific Section Heads

- E5.01 a) The Scientific Section Heads will be assigned for a period not to exceed four (4) years that will begin on the date of appointment. In addition to their regular salary, they will receive a \$10,000 per year allowance, which is deemed to be part of the employee's salary. After the completion of the four (4) year assignment, they will receive six (6) months of sabbatical leave with pay (100% of salary), to be taken at a later date as mutually agreed to by the Employer and the employee. The sabbatical leave referred to is understood to be in addition to the present Employer practice of granting paid sabbatical leave to employees under the clause C12.06

All credits for vacation and compensatory time accumulated during the sabbatical leave are deemed to be used during the sabbatical leave.

- b) Notwithstanding their participation on the Management Committee and the Job Summary for Scientific Section Heads, Section Heads will not be required to perform any duties which would jeopardize their status as members of the bargaining unit.

Director, Centre of Excellence

E6.01 The Director, Centre of Excellence will be assigned for a period not to exceed four (4) years that will begin on the date of appointment. In addition to their regular salary, they will receive a \$5000 per year allowance, which is deemed to be part of the employee's salary.

Chief Scientist

E7.01 The Chief Scientist will be assigned for a period not to exceed five (5) years that will begin on the date of appointment. In addition to their regular salary, they will receive a \$10,000 per year allowance, which is deemed to be part of the employee's salary.

CHAPTER F - BENEFITS

Severance Pay

F1.01 Under the following circumstances and subject to clause F1.02 employees shall receive severance benefits calculated on the basis of their weekly rate of pay:

a) Lay-Off*

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

b) Death

When 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 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

c) Release for Incapacity

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of release for incapacity, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks. The Museum may request a medical certificate as proof of incapacity.

F1.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause F1.01 be pyramided.

Diving Allowance

- F2.01 Employees whose job duties require them to dive shall be paid an extra allowance of twenty dollars (\$20.00) per hour. The minimum allowance shall be two (2) hours per dive.
- F2.02 The Museum will reimburse the cost of a medical certificate requested to confirm the employee’s fitness to dive.
- F2.03 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.

An extra risk/stress compensation factor for water depth and/or water temperature is applied to the above dive allowance calculation based on the following table. The highest factor experienced during a given diving period will be applied to that specific diving period, or to the minimum allowance if the total dive time is less than two (2) hours.

Extra Risk/Stress Condition	Risk/Stress Factor
Water Depths from 0 to 10 metres (1-2 atm.) or Water Temperature Above 5 oC	1
Water Depths from 10,1 to 20 metres (2-3 atm.) or Water Temperature From 2,1 et 5 oC	2
Water Depths from 20,1 to 30 metres (3-4 atm.) or Water Temperature From -2 et 2 oC	3
Water Depths greater than 30 metres(> 4 atm.)	4

A risk/stress factor of 1 represents normal or near-normal (i.e. reasonably comfortable) diving conditions and will not affect the basic allowance rate.

A risk/stress factor of 2 represents difficult diving conditions and will multiply the basic rate for a given dive period by two (2).

A risk/stress factor of 3 represents critical diving conditions and will multiply the basic rate for a given dive period by three (3).

A risk/stress factor of 4 represents extreme diving conditions and will multiply the basic rate for given dive period by four (4).

Field and Sea Research Allowance

F3.01 For the purposes of this clause, field and Sea research means research and research-related activities conducted in the natural environment as opposed to those conducted in a laboratory, office or indoor setting.

- a) Field and Sea **Research** allowance: An employee on field or sea research shall be paid an allowance of twenty five dollars (\$25.00) per day;
- b) the allowance referred to in a) above will be paid only after 3 **full** consecutive days of performing such work, at which time the employee shall receive allowance for the first three days of work and all consecutive days of performing such work thereafter.
- c) **hours spent conducting field and sea research shall be counted in the employee's yearly hours of work and shall not be subject to overtime except as outlined in paragraph d) below.**
- d) It is recognized that during field work the **normal hours of work outlined in Chapter B. However:**
 - i) **Any overtime requested under clause B2.01 that is related to field and sea research must be proposed and approved** in advance of the work taking place. 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 application rate. Compensatory leave earned in a fiscal year and outstanding shall be paid in accordance with clause B2.04. **It is understood that employees are expected to plan field and sea research to avoid requesting overtime and that overtime will only be approved in rare circumstances;**
 - ii) The employee agrees that the hours worked, including those in the field, will not exceed an average of forty-eight (48) hours per week for the fiscal year;
 - iii) The consecutive days of fieldwork will not exceed twenty-eight (28) days. If the consecutive days of field work are to exceed twenty-eight (28) days, the employee is expected to plan for regular days of rest.
- e) The Museum will reimburse the cost of a medical certificate requested to confirm the employee's fitness to work in the field.

- f) When an employee is required to transfer to a ship, submarine or barge (not berthed) from a helicopter, ship's boat, yardcraft or an auxiliary vessel, the employee shall be paid a transfer allowance of twenty five dollars (\$25.00) except for transferring between vessels and/or work platforms which are in a secured state to each other. If the employee leaves the ship, submarine or barge by a similar transfer, the employee shall be paid an additional twenty five dollars (\$25.00).

Benefits

- F4.01 The existing benefits and levels will apply during the life of the agreement, unless modified by mutual agreement of the parties or by legislation.
- *Public Service Superannuation Act*
 - Disability Insurance Plan
 - Dental Plan
 - Public service Health Care Plan
- F4.02 Any changes to the above-mentioned benefits cannot take effect without the consent of the Institute. In case of modification in the cost or in the protections of the benefits by a third party for which the museum has no control, the Employer will advise the Institute.
- F4.03 It is understood that the *Public Service Superannuation Act* is not subject to collective bargaining.

CHAPTER G - PAY AND DURATION

Pay

G1.01 An employee is entitled to be paid for services rendered at:

- a) the pay specified in Appendix "A" for the classification of the position to which the employee is appointed, if the classification and level coincides with that prescribed in the employee's letter of offer of employment,

or

- b) the pay specified in Appendix "A" for the classification and level prescribed in the employee's letter of offer of employment, if that classification and level of the position to which the employee is appointed do not coincide.

G1.02 The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.

G1.03 Only rates of pay and compensation for overtime and diving allowance which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

Pay Administration

G1.04 When two or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

- a) the employee shall receive the pay increment;
- b) the employee's rate of pay shall be revised;
- c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

Rates of Pay

- G1.05 a) This clause supersedes the Retroactive Remuneration Directives. Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement the following shall apply:
- i) "retroactive period" for the purpose of clauses ii) to v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefore;

- ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
- iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed on the effective date of the revision in rates of pay;
- iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with clause iii), the Employer shall notify by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;
- v) no payment nor notification shall be made pursuant to clause G1 for one dollar (\$1.00) or less.

G1.06

- a) When an employee is required by the Employer **in writing** to substantially perform the duties of:
 - i) **Director of a Center of Excellence capacity and performs those duties for at least (3) working days but less than 3 months, in addition to their own duties, the employee will receive an allowance of 3% of their base salary calculated from the date on which the employee began performing the duties.**
 - ii) **Section Head or Chief Scientist capacity and performs those duties for at least (3) working days but less than 3 months, in addition to their own duties, the employee will receive an allowance of 6% of their base salary calculated from the date on which the employee began performing the duties.**
 - iii) **Vice-President, Research and Collections capacity and performs those duties for at least (3) working days but less than 3 months, in addition to their own duties, the employee will receive an allowance of 10% of their base salary calculated from the date on which the employee began performing the duties.**

If an employee is required to substantially perform the duties of one of these higher level positions in an acting capacity and performs those duties for 3 months or more, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification and level for the period in which the employee acts.

- b) When an employee is required by the Employer **in writing** to substantially perform the duties of another bargaining unit employee, **other than those positions mentioned above**, in addition to their own duties **for a period**

of at least three (3) working days, the employee will receive an allowance of 4% **of their base salary** calculated from the date on which the employee began performing the duties.

- G1.07 A reclassification is a change in the group and/or level of a position resulting from a review.
- G1.08 If a position is reclassified to a group and/or level having a higher attainable maximum rate of pay, the rate of pay shall be determined by applying the promotion or transfer rules unless specified otherwise in the collective agreement or pay plan.
- G1.09 If a position is reclassified to a group and/or level having a lower attainable maximum rate of pay, the employee shall retain the rates of pay of the former group and level.
- G1.10 This salary protection remains in effect until the position is vacated or the maximum for the reclassified level becomes greater than that applicable to the former level.
- G1.11 The employee continues to be paid revisions and increments in lump sum payments based on the former group and level.
- G1.12 If during the term of this agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to the new levels resulting from the application of the standard, negotiate with the Institute the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

G1.13 Bilingual Bonus

When an employee occupies a position identified by the Employer as bilingual, and the employee meets the language requirements as confirmed by a second language examination, the employee shall receive a bilingual bonus of eight hundred dollars (\$800) per annum. In order to be eligible for the bonus, the employee must have received a salary for at least ten (10) days in the month. The bilingual bonus paid to part-time employees shall be pro-rated.

Agreement Re-Opener

- G2.01 This agreement may be re-opened and amended by mutual consent during its present term.

Duration

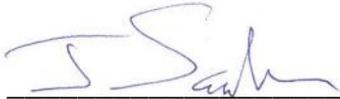
- G3.01* Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on the date of ratification. Salary increases are retroactive to October 1, **2018**. This collective agreement shall expire at 2400 hours on September 30, **2022**.

SIGNED IN THE NATIONAL CAPITAL REGION, this __20th__ day of _December_____, 2024

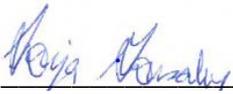
Canadian Museum of Nature



Danika Goosney
President and CEO



Jeffery Saarela
Vice-President, Research and Collections



Sonja Gonsalves
Director, Human Resources

The Professional Institute of the Public Service
of Canada

Signed by:



A645469C489F422...
Sean O'Reilly
PIPSC President

Signed by:



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Denise Doherty-Delorme
PIPSC Negotiator

Signed by:



EBDF9A4CCF9F405...
R. Troy McMullin
CMN Group President

Signé par :



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Jean-Marc Gagnon

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Jennifer Doubt

Signed by:



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Jordan Mallon

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Aaron Lussier

Appendix A - Salary Range

	Economic	
1-Oct-18	Increase	1.64%
	Economic	
1-Oct-19	Increase	1.64%
	Economic	
1-Oct-20	Increase	1.64%
	Economic	
1-Oct-21	Increase	1.64%

		Minimum		Maximum				
MRS01								
current rates	1-Oct-17	\$ 73,676	-	\$ 88,920				
to:	1-Oct-18	\$ 74,884	-	\$ 90,378	1.64%	1.64%		
	1-Oct-19	\$ 76,112	-	\$ 91,860	1.64%	1.64%		
	1-Oct-20	\$ 77,361	-	\$ 93,367	1.64%	1.64%		
	1-Oct-21	\$ 78,629	-	\$ 94,898	1.64%	1.64%		
MRS02								
current rates	1-Oct-17	\$ 82,568	-	\$ 112,673				
to:	1-Oct-18	\$ 83,922	-	\$ 114,521	1.64%	1.64%		
	1-Oct-19	\$ 85,298	-	\$ 116,399	1.64%	1.64%		
	1-Oct-20	\$ 86,697	-	\$ 118,308	1.64%	1.64%		
	1-Oct-21	\$ 88,119	-	\$ 120,248	1.64%	1.64%		
MRS03								
current rates	1-Oct-17	\$ 101,117	-	\$ 129,740				
to:	1-Oct-18	\$ 102,775	-	\$ 131,868	1.64%	1.64%		
	1-Oct-19	\$ 104,461	-	\$ 134,030	1.64%	1.64%		
	1-Oct-20	\$ 106,174	-	\$ 136,228	1.64%	1.64%		
	1-Oct-21	\$ 107,915	-	\$ 138,463	1.64%	1.64%		

CUR01	1-Oct-17	\$ 77,740	-	\$ 97,174					
current rates	1-Oct-18	\$ 79,015	-	\$ 98,768	1.64%	1.64%			
to:	1-Oct-19	\$ 80,311	-	\$ 100,387	1.64%	1.64%			
	1-Oct-20	\$ 81,628	-	\$ 102,034	1.64%	1.64%			
	1-Oct-21	\$ 82,967	-	\$ 103,707	1.64%	1.64%			
CUR02	1-Oct-17	\$ 90,954	-	\$ 107,539					
	1-Oct-18	\$ 92,446	-	\$ 109,303	1.64%	1.64%			
	1-Oct-19	\$ 93,962	-	\$ 111,095	1.64%	1.64%			
	1-Oct-20	\$ 95,503	-	\$ 112,917	1.64%	1.64%			
	1-Oct-21	\$ 97,069	-	\$ 114,769	1.64%	1.64%			
Note 1:	The October 1 economic increases are in addition to the April 1 performance increase of 4 %. Employees who are not at the maximum of the range are eligible for performance increases.								
Note 2:	An employee promoted from the MRS01 to MRS02, MRS02 to MRS03 or from CUR01 to CUR02 shall receive an increase equivalent to 4 % of their actual salary or the minimum of the new scale, whichever is greater.								
Note 3:	At the discretion of the Employer, an employee who receives a rating of Exceeded Expectations on their performance appraisal may be awarded a lump sum performance bonus of 1 % of their salary in effect on March 31 of the fiscal year for which the performance rating was achieved.								

APPENDIX B

Classification and Promotion

1) The **following** document CLASSIFICATION AND PROMOTION PROCESS FOR MUSEUM RESEARCH SCIENTISTS shall be deemed to be part of the Collective Agreement.

2) The **following** document CLASSIFICATION AND PROMOTION FOR THE CURATORS and the accompanying PROMOTION CRITERIA shall be deemed to be part of the Collective Agreement.

3) The documents described at paragraph 1 and paragraph 2 will not be changed except by mutual agreement of the parties.

Classification and Promotion of Museum Research Scientists

Canadian Museum of Nature

Effective January 7, 2022

Since the Canadian Museum of Nature is essentially knowledge-based, the most significant driver of the museum's capacity to achieve its mandate is its staff. Within the context of establishing mechanisms to measure achievements, the museum has developed standards for the qualifications and appraisal of Museum Research Scientists. This document describes the classification and promotion criteria and formal procedures developed to support the career paths of Museum Research Scientists.

Museum Research Scientist positions require the application of expert-level knowledge in the natural sciences to (1) plan, conduct and evaluate scientific research, and (2) participate as a science expert in multidisciplinary corporate activities within and outside the Canadian Museum of Nature. The minimum educational qualification for a Museum Research Scientist position is a doctoral degree from a university of recognized standing in a natural sciences field relevant to the work of the position.

The classification and promotion process recognizes that scientific research is primarily an activity that produces contributions to scientific knowledge and is central to the Museum's mandate.

CLASSIFICATION AND PROMOTION

There are three Museum Research Scientist classification levels at the Canadian Museum of Nature:

- Museum Research Scientist 1 (MRS-I)
- Museum Research Scientist 2 (MRS-II)
- Museum Research Scientist 3 (MRS-III)

Classification of Museum Research Scientist positions is incumbent oriented rather than position oriented. The scientific research productivity and corporate involvement of the person occupying a Museum Research Scientist position determines the level of their position. Accordingly, the job evaluation and classification system used to classify other Museum positions does not apply to the MRS positions and is not used to determine the level of the employee's position. A change to the classification level of a Museum Research Scientist position will occur as a result of the incumbent qualifying for and being promoted to the next higher classification level. Museum Research Scientists at all levels are responsible for maintaining the level of research productivity and corporate involvement of their level.

Promotion of an individual to a higher-level classification is based on their continuing and cumulative research productivity and achievement (scientific factors), their contributions to corporate factors, and their demonstrated capability to function at the higher level. Promotion is based on an analysis of an individuals' contributions to the scientific and corporate factors as outlined below.

Scientific Factors

Scientific productivity and achievement are evaluated and assessed in each of the following categories:

- **Productivity**, as evidenced through publication of papers in peer-reviewed journals, publication of books and book chapters, publication of technical documents, publication of abstracts, and authorship of unpublished confidential reports, etc.;
- **Creativity**, as evidenced through imaginative approaches, concepts, and ideas and improved processes, techniques, or systems for the advancement of research;
- **Recognition**, as evidenced through stature in the scientific community, honours and awards, research grants, invitations, and roles in scientific societies;
- **Leadership**, as evidenced through consultation, influence, mentoring and training, teams, and direction, including while fulfilling the role of Section Head, Chief Scientist, or Director for a Center of Excellence;
- **Scope of Decision Making**, as evidenced through independence and impact of decisions.

When evaluating the scientific factors, undue importance shall not be accorded to publications, nor disproportionate emphasis placed on quantity of publications without due regard for quality, impact, and relevance to major problems and issues.

It is recognized that a scientist may not contribute to all aspects of each category. However, an individual will usually have met most requirements in each category before being recommended for promotion.

Corporate Factors

Contributing to multidisciplinary activities within and outside the museum (corporate factors) is an important requirement of the Museum Research Scientist role. Corporate factors are evaluated and assessed as a whole through contributions in the following categories:

- **Communications**, as evidenced through contributions to science education and promotion of scientific and corporate activities;
- **Administration**, as evidenced through contributions to committee work, consultation, and coordination;
- **Collection development**, as evidenced through contributions to the development of the CMN collection;
- **Exhibit development**, as evidenced through contributions to the development of CMN exhibits;
- **Resources development**, as evidenced through contributions to revenue generation.

Additional Factors

Additional factors, complimenting the scientific and corporate factors, may be taken into account when considering a promotion to a higher classification level. These factors include mentoring, professional ethics, Museum image, delivery of products/contracts, coordination of staff and volunteer activities, and identifying new projects. Additional factors may be considered when a research scientist is contributing at an advanced level or is deficient in their performance of a factor.

CLASSIFICATION AND PROMOTION CRITERIA

Annex 1 describes the detailed classification and promotion criteria (scientific factors and corporate factors) for Museum Research Scientists.

CLASSIFICATION AND PROMOTION PROCESS

Promotion Initiation and Timing

An employee initiates the promotion process by submitting the documentation required for review by the Promotion Review Committee to the Vice-President, Research and Collections. The promotion forms can be obtained through Human Resources.

When submitting their application, the Candidate may submit a list of people whom they believe would have an unreasonable bias or be in conflict of interest in reviewing the Candidate's application. The committee Chair will ensure the named individual(s) will not be selected for the Promotion Review Committee.

Promotion becomes effective on the date the employee submits the request for promotion, including the required documentation.

A promotion recommendation for an employee is not dependent upon the salary position in the pay range or the time spent in a level.

The Vice-President, Research and Collections shall acknowledge receipt of the request within two weeks. The Vice-President, Research and Collections or designate (who is usually either the Acting Vice President, Research and Collections or the Chief Scientist) will establish and chair a Promotion Review Committee to assess the application.

Promotion Review Committee

The Promotion Review Committee recommends promotion of an employee to the Museum Research Scientist 2 and Museum Research Scientist 3 levels.

The Vice-President, Research and Collections or a designate is responsible for convening the Promotion Committee, which will comprise the Vice-President, Research and Collections or a designate, two Canadian Museum of Nature museum research scientists that are at the same or a higher classification level as the one to which the Candidate is applying, one external scientist from a natural history museum or related institution, and one external scientist with expertise in the employee's research area. The Vice-President, Research and Collections or a designate will chair the committee. The Director, Human Resources or a designate will attend and support the promotion review process.

Support Documentation for Promotion Request

The preparation of evidence for review by the Promotion Review Committee requires a mix of flexibility and uniformity. Flexibility is required because candidates vary considerably as to their research field, career stage, and type of scientific work, while uniformity (and brevity) allows the Promotion Review Committee to function within the time available and to apply consistent judgment. The promotion documentation should include all relevant information. The documentation may include reference or assessment material from other divisions within the

museum and the employee's annual performance appraisals. The Promotion Review Committee may solicit information from other Canadian Museum of Nature representatives in Research and Collections and other museum divisions.

If the candidate provides an unpublished manuscript or work-in-progress for consideration, they may request that the information be withheld from outside assessors.

The following outline of the required documentation is provided as a guide.

Input by the Museum Research Scientist and the Promotion Review Committee
(refer to Form A—Approval Documentation)

A. BASIC INFORMATION

- Name
- PRI (Personal Record Identifier)
- Division/Section
- Position number
- Present level
- Recommended level
- Date of appointment to present level
- Effective date of recommended promotion
- Academic qualifications

B. CAREER HIGHLIGHTS

- A short paragraph

C. COMMENTS AND RECOMMENDATIONS OF THE PROMOTION REVIEW COMMITTEE

D. COMMENTS AND APPROVAL OF THE PRESIDENT

Input by Museum Research Scientists

(refer to Form B)

A. BASIC IDENTIFICATION

- Name
- PRI (Personal Record Identifier)
- Division/Section
- Position number
- Present level
- Recommended level
- Date of appointment to present level
- Effective date of recommended promotion
- Academic qualification

B. CLASSIFICATION CRITERIA

Scientific factors (refer to Museum Research Scientist—Classification Criteria, Annex 1)

1. *Productivity*

This key section, written succinctly, permits examination of the various aspects of cumulative productivity achieved by the scientist in their career to date. The style may vary unless otherwise indicated. For example, an employee could present information chronologically, project by project, or under headings by productivity type.

Publications

Enumerate publications in chronological order. The following three classes of publications must be listed separately:

- a) Publications in refereed journals. The scientist must identify significant publications and provide a few lines to explain their importance.
- b) All other refereed publications, such as books, book chapters, conference proceedings and research reports.
- c) Nonrefereed publications, such as books, book chapters, patents, unpublished reports, conference abstracts and proceedings, research reports and popular articles.

The following sections should contain, as applicable, brief remarks under each of the level criteria as found in the Classification and promotion process for the level to which promotion is recommended.

2. *Creativity*

3. *Recognition*

The employee may submit reference letters from independent, objective sources outside the Canadian Museum of Nature. The employee may alternately provide the chair of the Promotion Review Committee a list of personal references and their contact information.

4. *Leadership*

5. *Scope of Decision Making*

Corporate Factors

6. *Communications*

7. *Administration*

8. *Collection Development*

9. *Exhibit Development*

10. *Resources Development*

C. EMPLOYMENT RECORD (SUMMARY)

Recommendation and Decision

The chair of the Promotion Review Committee will submit the recommendation to the President and Chief Executive Officer of the Canadian Museum of Nature for decision.

Informing Incumbents

Normally within 6 months from the date the application was submitted, the museum will inform the employee in writing of the decision of their promotion request, including the rationale for the recommendation of the Promotion Review Committee. In the case of non-promotion, the museum shall provide further explanation to the employee, upon request. Should there be a reason for a delay, the Vice-President shall inform the employee.

Appeal

If the candidate is considering an appeal, they shall discuss it initially with the Chair of the Promotion Review Committee, within twenty (20) working days after the results have become known to the candidate. If the candidate chooses to appeal, the President and Chief Executive Officer of the CMN will be notified. The President and CEO or designate shall formulate and chair a Promotion Review Appeal Committee (PRAC) based on the grounds of appeal as described in writing by the candidate.

Except for appeals heard by the PRAC, a decision of the Promotion Review Committee shall not be subject to any other appeal or review.

The President or designate will assemble and chair the PRAC, which will comprise the Vice-President, Research and Collections, one external expert, and a research scientist at the same or a higher classification level as the MRS level the Candidate is applying to, who is a representative of the Professional Institute of the Public Service of Canada. The external expert should be familiar with the specialty interests of the candidate, and both they and the PIPSC representative must not have taken part in the first evaluation.

The PRAC shall first review the procedures followed by the Promotion Review Committee. If it finds that the procedures described in this document may not have been followed completely and/or that the promotion criteria may not have been appropriately applied, the PRAC shall request that the Promotion Review Committee provide further details or explanation of their review.

If the PRAC then finds that the procedures described in this document were followed and that the promotion criteria were applied fairly, then the PRAC shall second the decision of the Promotion Review Committee.

If the PRAC finds that the Promotion Review Committee did not follow the procedures and/or did not appropriately apply the promotion criteria the PRAC shall constitute itself as the Committee to review the candidate's promotion request.

The candidate shall have the right to be present at the deliberations of the PRAC up to the point at which it becomes, if necessary, the Promotion Review Committee.

Any group acting as a Promotion Review Committee as a result of the appeal process shall be governed by the promotion procedures and criteria as described in this document.

A decision of the PRAC will normally be rendered within two (2) months of the appeal application. Should there be a reason for a delay, the Vice-President shall inform the employee. The decision of the PRAC shall not be subject to any other appeal or review.

ANNEX 1

MUSEUM RESEARCH SCIENTIST - CLASSIFICATION CRITERIA

	<u>Museum Research Scientist 01</u>	<u>Museum Research Scientist 02</u>	<u>Museum Research Scientist 03</u>
A. Scientific Factors			
1. Productivity			
Publications <ul style="list-style-type: none"> • peer-reviewed journals • primary work • synthesis review • monograph • books and chapters • technical documents • unpublished confidential reports 	Publishable additions to scientific knowledge as author or co-author	Authorship or co-authorship of substantial numbers of papers of average to above-average quality, demonstrating mastery of a significant field of specialization	Authorship or substantial contributions as co-author of extensive papers of clearly superior quality and significance, demonstrating outstanding research ability and leadership in major field of specialization
2. Creativity			
Imaginative approaches, concepts and ideas and improved processes, techniques or systems for the advancement of research	Demonstrates creativity in the generation of ideas and proposals for research	Demonstrates substantial creativity in the conception of new approaches and methods where guidelines and precedents are inadequate and in the generation of significant ideas and proposals for research	Demonstrates superior creativity in the conception of major approaches and innovations where no precedents exist and in the generation of major ideas and proposals for research
3. Recognition			
Stature in scientific community	Recognition at entry level	National recognition	National and international recognition as an authority. Solicited as advisor for other institution/organization
Honours and awards	No expectations	Average honours	Superior honors
Research Grants	Minimal expectations. Receipt of internal funding from museum appropriations	Moderate expectations.	High expectations. Receipt of external grants on frequent basis.

		Receipt of external grants on occasion.	
Invitations	No expectations	Invited to present papers at national conferences, chair sessions and present lectures	Conference or session convener, keynote speaker or lecturer at national or international sessions
Role in scientific societies	Membership in societies	Holds local or chapter office in scientific societies	Holds executive office in national or international scientific societies
4. Leadership			
Consultation	Consulted by fellow scientists and technicians	Consulted within and outside the Museum in a substantial field of science	Widely consulted within and outside the Museum in several substantial fields of science and on broad research policy direction
Influence	Limited influence in field of specialization	Provides leadership in field of specialization	Exercises substantial leadership in science directions taken nationally and internationally on research
	Occasionally reviews scientific manuscripts	Routinely reviews scientific manuscripts and grant applications	Exercises significant influence in the scientific literature and funding
Teams	Contributes as team member	Demonstrates leadership ability within a team, for example, while serving as a Section Head, Director, Centre of Excellence, or Chief Scientist. May be the Principal Investigator or co-applicant of a research team involving multiple partners	Demonstrates superior leadership ability, for example while serving as a Section Head, Director, Centre of Excellence, or Chief Scientist. Regularly is the Principal Investigator or co-applicant of a multidisciplinary research team.
Direction			Sets scientific and societal relevant goals for research projects
Mentorship and training	Minimal expectations. Supervises volunteers, high school students and/or honours thesis BSc students.	Moderate expectations University cross-appointment (Adjunct Professor)	High expectations University cross-appointment (Adjunct Professor) Primary supervisory role of MSc, PhD and/or

			Postdoctoral researchers. Occasionally lectures at university level.
5. Scope of Decision Making			
Independence	Minimal latitude in setting objectives and the approach to achieve them	Moderate latitude in setting objectives and the approach to achieve them	Wide latitude in setting objectives and the approach to achieve them
Impact of decision	Minimal implications. Consequences at an individual/project level	Moderate implications. Consequences at the corporate level within the institution	High implications. Consequences outside and beyond the institution affecting the scientific community as a whole
B. Corporate Factors			
6. Communications			
Science education	Participates in the promotion of science	Contributes to the development of educational curriculum/program	Principal instigator and member of educational networks of common goals. Influence on educational direction
	Participates in popularization initiatives of CMN products in field of specialization	Proposes and/or participates in popularization initiatives through CMN programs in field of specialization or related area of expertise	Proposes and/or participates in popularization initiatives/activities/projects in broad cross disciplinary areas
Promotion of scientific and corporate activities	Local exposure	National exposure	International exposure. Solicited as advisor for other institution/organization
	Responds to external communication requests	Contributes to the development of CMN external communications (formal and informal vehicles)	Initiates CMN external communications activities and participates in their development
7. Administration			
Committee Work (Working Groups)	Participates in CMN committees and working groups	Significant impact in CMN committees and participation in committees/working groups	Significant impact through participation in committees at a national and international level

Consultation	Limited influence on establishment of plans, policies and operations at divisional level	Moderate influence on program plans, policies and operations within the Museum	Significant influence on plans, policies and operations within and outside the Museum
Coordination			Coordinates research activities within approved projects. Oversees research projects' progress and expected deliverables. Carries out administrative duties (performance evaluation, budget, communications, etc.).
8. Collection Development	Contributes to CMN collection in field of specialization or to other collections when legal or related requirements restrict the acquisition by the CMN	Significant contributions to CMN collection in field of specialization or to other collections when legal or related requirements restrict the acquisition of material by the CMN	Major contributions to CMN collection in field of specialization or to other collections when legal or related requirements restrict the acquisition of material by the CMN
		Provides intellectual guidance on the development of CMN collections	Provides advice on scientific collections for CMN and outside institutions
9. Exhibit Development	Provides scientific expertise for exhibit content	Participates in exhibit development Provides scientific expertise and contributes ideas for exhibit content.	Initiates gallery or major traveling exhibit development. Serves as science team leader on an exhibit project
10. Resources Development			
Revenue Generation	Participates in the development of scientific products	Contributes ideas and proposals for the development of scientific products. Participates in the implementation of revenue generating ideas	Generates major ideas and proposals for the development of scientific products. Participates in the implementation of revenue generating ideas
	Develops local networks.	Develops national networks. Seeks national collaborations /	Develops international networks using influence and knowledge of the environment.

	Seeks contracts/ partnerships opportunities	partnerships / contracts / co-ventures to promote research.	Seeks strategic alliances to promote research/institution and accomplish shared research projects.
	Participates in revenue generation/ fundraising activities	Initiates revenue generation / fundraising activities. Establishes links	Using networks, brings scientific community members together to develop revenue generation / fundraising projects.

Classification and Promotion of Curators

Canadian Museum of Nature

January 7, 2022

INTENT

Since the Canadian Museum of Nature is essentially knowledge-based, the most significant driver of the museum's capacity to achieve its mandate is its staff. Within the context of establishing mechanisms to measure achievements, the museum has developed standards for the qualifications and appraisal of Curators. This document describes the classification and promotion criteria and formal procedures developed to support the career paths of Canadian Museum of Nature Curators.

Curator positions require a balanced application of expert-level natural science knowledge to (1) manage the development, preservation and use of the Canadian Museum of Nature's natural history collections, (2) participate as an expert professional in multidisciplinary corporate activities within and outside the Canadian Museum of Nature, and (3) engage in scholarly activities, such as planning, conducting and evaluating scientific research.

The classification and promotion process recognizes the central role of Curators with respect to the Museum's mandate.

APPLICATION

This protocol is to be used upon request for the promotion from the Curator 1 level to the Curator 2 level. The promotion is based on the analysis of the criteria described in Table 1 and the candidate maintaining their performance at the higher level. An individual is required to address all criteria in the promotion request.

PROMOTION PROCEDURES

Promotion Request

Promotion is not automatic. It is the employee's responsibility to provide the Vice-President, Research and Collections with a letter of intention, a curriculum vitae in a standard format, a detailed summary of how their work experience addresses the promotion criteria, and any other documentation in support of their request for promotion.

When submitting their application, the Candidate may submit a list of people whom they believe would have an unreasonable bias or be in conflict of interest in reviewing their application, along with the reasons for that belief. The Vice-President will consider this information prior to establishing the Promotion Review Committee.

The Vice-President, Research and Collections shall acknowledge receipt of the request within two weeks. The Vice-President, Research and Collections or a designate (who is usually the Acting Vice-President, Research and Collections or Chief Scientist) will establish and chair a Promotion Review Committee to assess the application and will inform the candidate of the

outcome in writing, normally within 6 months of the date the employee submits their application. Should there be a reason for a delay, the Vice-President shall inform the employee.

All promotions will be effective on the date of receipt of the application.

Promotion Review Committee

The Promotion Review Committee shall be appointed and chaired by the Vice-President, Research, and Collections or designate, and shall consist of the Chair and two members, one of whom is a senior collection professional from another institution in the same or similar field or discipline as the applicant, and the other is a Curator 2 from within the Museum. In the event that there are no employees at the Curator 2 level, the internal member of the Promotion Review Committee shall be Research Scientist at the MRS level 3. The Director of Human Resources or a designate supports the process.

Support Documentation for Promotion Request

Upon application for promotion, the candidate shall provide copies of their published work and give detailed information on non-published work, using Form B (Evaluation Documentation), to the chairperson of the Promotion Review Committee. The documentation may also include reference and/or assessment material from other divisions within the Museum and other professionals in the relevant discipline. The employee's annual performance appraisals may be considered by the committee.

If the candidate provides an unpublished manuscript or work-in-progress for consideration, they may request that the information be withheld from outside assessors. The Promotion Committee will only consider material the candidate provides.

Form A – Approval Documentation
(to be completed by the Promotion Committee)

A. Basic Information

NAME OF CANDIDATE
PRI (PERSONAL RECORD IDENTIFIER)
DIVISION/SECTION
POSITION NUMBER
PRESENT LEVEL
ACADEMIC QUALIFICATIONS
RECOMMENDED LEVEL
EFFECTIVE DATE OF RECOMMENDED PROMOTION

B. *Career Highlights*
A short paragraph.

C. *Comments and Recommendations of the Promotion Committee*

D. Comments and approval of the President

Form B – Reclassification Request Form
(to be completed by the candidate)

A. Basic Information

NAME OF CANDIDATE
POSITION NUMBER
DIVISION/SECTION
POSITION NUMBER
PRESENT LEVEL
ACADEMIC QUALIFICATIONS

B. Evaluation Criteria (see below)

C. Employment Record

Promotion Criteria

In considering whether to recommend the promotion to the Curator 2 level, the Promotion Review Committee shall consider the criteria described in Table 1 (attached).

For each of the criteria, the information provided by the applicant must provide examples of abilities and accomplishments.

Appeal Process

If the candidate is considering an appeal, they shall discuss it initially with the Chair of the Promotion Review Committee, within twenty (20) working days after the results have become known to the candidate. If the candidate chooses to appeal, the President of the CMN will be notified. The President or designate shall formulate and chair a Promotion Review Appeal Committee (PRAC) based on the grounds of appeal as described in writing by the candidate.

Except for appeals heard by the PRAC, a decision of the Promotion Review Committee shall not be subject to any other appeal or review.

The PRAC will comprise the Vice-President, Research and Collections or designate (who is usually the Acting Vice-President, Research and Collections or Chief Scientist), one external expert, and a Curator 2 or a Research Scientist at the MRS level 3 who is a member Professional Institute of the Public Service of Canada (PIPSC) bargaining group. The external expert should be familiar with the specialty interests of the candidate, and both they and the internal member must not have taken part in the first evaluation.

The PRAC shall first review the procedures followed by the Promotion Review Committee. If it finds that the procedures described in this document may not have been followed completely and/or that the promotion criteria may not have been appropriately applied, the PRAC shall

request that the Promotion Review Committee provide further details or explanation of their review.

If the PRAC finds that the procedures described in this document were followed and the promotion criteria were applied fairly the PRAC shall second the decision of the Promotion Review Committee.

If the PRAC finds that the Promotion Review Committee did not follow the procedures and/or did not appropriately apply the promotion criteria the PRAC shall constitute itself as the Committee to review the candidate’s promotion request.

The candidate shall have the right to be present at the deliberations of the PRAC up to the point at which it becomes, if necessary, the Promotion Review Committee.

Any group acting as a Promotion Review Committee because of the appeal process shall be governed by the promotion procedures and criteria as described in this document.

A decision of the PRAC will normally be rendered within two (2) months of the appeal application. The decision of the Promotion Review Appeal Committee shall not be subject to any other appeal or review. Should there be a reason for a delay, the Vice-President shall inform the employee.

Table 1 - PROMOTION CRITERIA

When preparing or evaluating an application, evidence of productivity, creativity, recognition, leadership and scope of decision making should be considered.

The statements in bold below define the level of performance that must be demonstrated.

Bulleted statements are examples of how performance may be demonstrated

Curator 1	Curator 2
<p>Curators must maintain level one performance in Categories A, B, C and D.</p>	<p>To advance to Curator 2 level, Curators must meet all the requirements of the Curator 1 level and present a body of work that demonstrates that they have achieved and maintained Curator 2 performance level in Collection Management and at least one other category.</p>
<p>A. Collection Management</p>	
<p>Provide effective leadership in the management of CMN collections by</p>	<p>Provide effective leadership in shaping the direction of collection management within and outside the museum.</p>

<ol style="list-style-type: none"> 1. Identifying and prioritizing collection care, access, and use issues; 2. Developing and presenting collections plans to the divisional management and senior management as required; 3. Developing and implementing creative solutions to maintain collections at an acceptable level of risk; 4. Implementing proactive and creative approaches to improve collections access and use; 5. Ensuring responsible use of collections; 6. Effectively implementing the Collection Development Policy/Plan for collections for which the candidate is responsible; 7. Interacting effectively with other museum staff, including Section Heads, the Vice-President, Research and Collections, Research Scientists, other Curators, the Registrar, and Experience and Engagement staff, to define collection management parameters; 8. Maintaining contacts with collection managers, curators, conservators, and related professionals nationally in area of responsibility, to be current with the work of other institutions and to aid decisions in CMN collection management; 9. Acting as a resource for other collection managers within and outside the museum. 	<p>For example:</p> <ul style="list-style-type: none"> • Develop partnerships to enhance collection management. • Influence the development of CMN collection-related plans, policies and inter-divisional workflows. • Demonstrate creativity in the conception of new approaches and methods, leading to significant improvement in collection care, collection organization and access, or collection preservation. • Participate in national work groups to develop policies and position papers on collection management or related activities. • Expand collection applications, collection stakeholder communities and collection relevance. • Develop and present college/university-level training and educational programs related to collection management
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B. Management and Leadership

<p>Provide effective management and leadership by</p> <ol style="list-style-type: none"> 1. Effectively contributing to the determination of objectives related to the collection, the section, and/or the division; 2. Using resources (budget and staff) wisely to achieve approved objectives on time and within budget; 3. Preparing reports, preparing staff objectives, completing staff performance appraisals, etc. in a timely manner; 4. Communicating effectively with management, other curators, and staff; 	<p>Enhance the capacity of the collection, section and division, enabling them to accelerate progress towards objectives and to expand their programs within the context of the CMN strategic plan.</p> <p>When serving as a Section Head, Chief Scientist, or Director for a Center of Excellences, candidates will have a good opportunity to demonstrate leadership. Leadership may also be demonstrated outside of these roles.</p> <p>For example:</p>
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<p>5. Ensuring staff have an appropriate balance of projects within the section, within the division and throughout CMN to optimize their contribution to overall CMN objectives;</p> <p>6. Mentoring and supervising students and emerging professionals.</p>	<ul style="list-style-type: none"> • Find and employ significant levels of new resources, such as volunteers, partnerships, grants or contracts from outside the Museum. • Create new projects or programs that involve new ways of using resources within the Division and from other divisions.
<p>C. Corporate Activities</p>	
<p>Effectively contribute to projects across CMN through</p> <ol style="list-style-type: none"> 1. Communications, as evidenced through contributions to science education and promotion of scientific and corporate activities; 2. Administration, as evidenced through contributions to committee work, consultation, and coordination; 3. Exhibit development, as evidenced through contributions to the development of CMN exhibits; 4. Resource development, as evidenced through contributions to revenue generation. <p>For example:</p> <ul style="list-style-type: none"> • Lead small projects that include staff from other sectors of the CMN. • Participate in and/or contributes to corporate committees and projects. • Deliver presentations to media and the public. • Write blogs and other social media posts promoting museum activities. • Participate in science education. • Participate in Advancement activities and other fundraising projects. • Generate revenue through identification or other consultation contracts, or through the sales of products & services. • Provide input on galleries and programming. 	<p>Provide exceptional service to the CMN by leading or contributing substantially to projects that may be based in collections, extend well beyond the CMN, and define the CMN as a leader</p> <p>Examples of projects include:</p> <ul style="list-style-type: none"> • The development of a major new gallery or other major public outreach program. • Initiatives to develop data sharing across Canada. • The development, implementation, and promotion of museum management models such as risk assessment or decision-making models. • A major multi-year corporate project.
<p>D. Scholarly Activities</p>	

<p>Participate as a qualified expert in one or more natural sciences or collection management disciplines.</p> <p>For example:</p> <ul style="list-style-type: none">• Provide professional advice in area of expertise (e.g. identifications, specifications).• Conduct opportunistic and occasional research and collaboration with peers in field of specialization, resulting in papers published and/or presented at scientific meeting.• Is recognized as a member of the local / regional expert community.	<p>Demonstrate significant involvement in the expert community and is recognized as a peer by other professionals working in the same discipline.</p> <p>For example:</p> <ul style="list-style-type: none">• Author or co-author scholarly publications and field guides.• Is recognized nationally/internationally as an authority in field of specialization, e.g. invited as speaker.• Provide expert advice or consultation to peers and other external clients.• Plan and conduct research, funded by CMN and/or by external sources, that is consistent with the strategic direction of the Museum.• Fulfill professional representation and leadership roles in committees and societies where expertise is solicited (e.g. The Committee on the Status of Endangered Wildlife in Canada).• Develop/present training sessions for peers, institutions, and post-secondary students.• Develop new methods, techniques or best practices.• Earn honours, awards and/or grants.
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