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July 19, 2021

TO: ALL PSAC MEMBERS AT THE CANADIAN MUSEUM OF NATURE

RE: RATIFICATION OF TENTATIVE AGREEMENT

On Wednesday June 30, 2021, after well over two years of negotiations, well over twenty bargaining sessions and three conciliation dates, our Bargaining Team reached a Tentative Agreement with the Canada Museum of Nature Corporation. The Agreement addresses core goals set by our Bargaining Team at the outset of negotiations.

A full explanation of the new agreement, and a copy of the new language, will be provided at the ratification meeting.

Duration

The agreement is a four-year collective agreement with an expiration date of June 15, 2022.

Highlights of Tentative Agreement

Wages, Classification and Allowances

- Our agreement provides for a one-time, lump-sum signing bonus of \$2,000 for all full-time employees on date of ratification, pro-rated for part time employees.
- A 7% increase in wages over 4 years (1.64% per year, plus an additional .3% due to changes in pay calculation). This is a significant improvement over our previous round and exceeds what has been negotiated with other museums to date.
- All increases retroactive to June 15, 2018.
- The Corporation has agreed to a full classification review to ensure that all jobs in the bargaining unit are properly classified, with independent consultant to be hired within 6 months of ratification. Our new agreement provides for the Corporation to engage in meaningful consultation with our Union at every step of the process.
- Safety footwear premium more than doubled to \$200.00 per year (or \$400 over 2 years).
- Acting pay to now be provided to all employees after 3 days rather than the previous 6 days spent in acting position.

Job Security – Contracting Out

- Our agreement contains significant new restrictions on the museum's ability to contract out work. Museum can no longer contract out work solely for the purpose of achieving layoffs or a reduction in union positions.

- New protections against layoff, including meaningful consultation with the Union, the provision of alternative employment whenever possible, training and placement options, and the corporation's refraining from re-engaging temporary agency personnel, contactors and consultants in order to protect against layoffs.
- In the event layoffs cannot be avoided, seniority protections shall apply within affected positions and affected employees shall have seniority-based recall rights and priority status for a year. All employees in such situation would now be provided a minimum of four months' notice.

Scheduling, Years of Service Recognition

- Scheduling for Visitor Experience staff now to be based on employee availability and seniority.
- Employer must now schedule part-time employees to maximize access to pension and benefits.
- Part-time employees may now request pension adjustment based on hours worked.
- Employer can no longer unilaterally schedule part-time employees to work in lower paying job titles.
- Part-time employees now guaranteed breaks and meal period.
- Employee preferences to be taken into account for the scheduling of breaks going forward.
- For the purposes of hours of work and vacation scheduling, all time with the museum to count now for seniority accrual, whether continuous or discontinuous.

Staffing – Career Development

- Internal candidates to now receive preference over external candidates for the filling of positions.
- New staffing rights for the filling of permanent Visitor Experience positions, with ME-1 and ME-2 term employees to be offered vacant permanent positions in order of seniority.
- Employer must now ensure equitable access to professional and educational development leave for staff, must notify employees when such opportunities arise and ensure transparent processes for the selection of candidates.

Other Improvements

- Considerable new rights for students, including access to overtime, job vacancies and a pay increase.
- New expanded options for employees to take bereavement leave.
- Enhanced protections in the context of technological change.
- New Domestic Violence Leave.
- An additional Designated Paid Holiday – National Day for Truth and Reconciliation.
- Improvements to grievance procedure
- New protections in the context of harassment investigations.
- Guaranteed joint consultation between the PSAC Local and management.

Your Bargaining Team consisting of:

Roger Bull
Nathalie Rodrigue
Susan Swan
Morgan Gay, PSAC Negotiator
Omar Burgan, PSAC Research Officer

unanimously recommends acceptance of this agreement.

In solidarity,

A handwritten signature in black ink, appearing to read 'Alex Silas', with a stylized, flowing script.

Alex Silas,
Regional Executive Vice-President, NCR

cc.: National Board of Directors
Chelsea Flook, Regional Political Communications Officer (NCR)
Negotiations Section
Patricia Harewood, A/Director, Representation and Legal Services Branch
Élisabeth Woods, Regional Coordinator (NCR)
Reine Zamat, Supervisor, Membership Administration
Caroline Bédard, Membership Dues Administrator
Dale Robinson, Strike Mobilization Project Officer
Connor Spencer, Strike Mobilization Officer
Kelly Greig, Member Information Advisor
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

**MEMORANDUM OF SETTLEMENT
BETWEEN THE CANADIAN MUSEUM OF NATURE
AND
PUBLIC SERVICE ALLIANCE CANADA**

The parties met multiple times between 4 February 2019 and 30 June 2021 and concluded a renewal Collective Agreement on behalf of the PSAC bargaining unit at the Canadian Museum of Nature, renewing the terms and conditions of employment for all included employees.

The Parties agree to the terms and conditions attached at Annex A (including those that were agreed to both digitally and in person), on behalf of the bargaining unit, and to the incorporation of the same into a Collective Agreement. The Parties further agree to the terms relating to Pay and Duration attached as Annex B.

The Parties agree to recommend these terms of settlement to the bargaining unit and/or their principals for ratification.

And all existing terms of the Agreement not amended.

Signed and dated at Ottawa, Ontario this 30th day of June 2021.

PUBLIC SERVICE ALLIANCE CANADA CANADIAN MUSEUM OF NATURE

Nathalie Rodrigue
Member of the Negotiating Committee

Angeline Laffin
Director, Visitor Experience

Susan Swan
Member of the Negotiating Committee

Christopher Durrant
Labour Relations and Compensation Officer

Roger Bull
Member of the Negotiating Committee

Sonja Gonsalves
Director, Human Resources
Chief Negotiator

Morgan Gay
National Negotiator, PSAC
Chief Negotiator

Annex B

Pay Notes

- 1) The attached pay grid will replace the current pay grid found at Appendix A of the Collective Agreement.
- 2) Employees of the bargaining unit who are actively on strength with the Canadian Museum of Nature (including those on paid or unpaid leave) shall be entitled to the following signing bonus, which will be determined based on their status as of the date of ratification, to be paid within 4 weeks of the ratification of the new Collective Agreement:
 - a. Full-time employees: \$ 2,000
 - b. Part-time employees: \$ 53.33 X the Employee's substantive normal hours of work
 - c. Occasional employees: \$ 225

Explanatory Note 1: For e.g. a part-time employee working 15 hours per week will receive \$ 800 (\$ 53.33 X 15).

Explanatory Note 2: This signing bonus is approximately 3 % of the maximum salary of an employee paid at the ME-04 pay level.

ARTICLE 2 INTERPRETATIONS AND DEFINITIONS

2.01 For the purpose of this Agreement:

r) "weekly rate of pay" means an employee's annual rate of pay divided by ~~52~~ **52.176**;

Explanatory Note: This change to the pay period structure provides employees with a permanent increase to their salary of 0.3 %.

ARTICLE 49 DURATION

49.01 This collective agreement, unless otherwise expressly stipulated, shall become effective on June 16, ~~2018~~ **2014**, and shall expire on June 15, ~~2022~~ **2018**.

49.02 Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on the date of ratification.

Annex B

APPENDIX A RATES OF PAY

- A Economic increase effective June 16, 2018 (1.64%)
- B Economic increase effective June 16, 2019 (1.64%)
- C Economic increase effective June 16, 2020 (1.64%)
- D Economic increase effective June 16, 2021 (1.64%)

ME-01

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017	\$ 40,497	\$ 42,114	\$ 43,725	\$ 45,337	\$ 46,950	\$ 48,618
2018	\$ 41,161	\$ 42,805	\$ 44,442	\$ 46,081	\$ 47,720	\$ 49,415
2019	\$ 41,836	\$ 43,507	\$ 45,171	\$ 46,836	\$ 48,503	\$ 50,226
2020	\$ 42,523	\$ 44,220	\$ 45,912	\$ 47,604	\$ 49,298	\$ 51,050
2021	\$ 43,220	\$ 44,946	\$ 46,665	\$ 48,385	\$ 50,106	\$ 51,887

ME-02

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017	\$ 44,443	\$ 46,233	\$ 48,026	\$ 49,818	\$ 51,611	\$ 53,466
2018	\$ 45,172	\$ 46,991	\$ 48,814	\$ 50,635	\$ 52,457	\$ 54,343
2019	\$ 45,913	\$ 47,762	\$ 49,614	\$ 51,465	\$ 53,318	\$ 55,234
2020	\$ 46,666	\$ 48,545	\$ 50,428	\$ 52,309	\$ 54,192	\$ 56,140
2021	\$ 47,431	\$ 49,341	\$ 51,255	\$ 53,167	\$ 55,081	\$ 57,061

ME-03

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017	\$ 49,102	\$ 51,073	\$ 53,045	\$ 55,016	\$ 56,985	\$ 59,026
2018	\$ 49,907	\$ 51,910	\$ 53,915	\$ 55,918	\$ 57,919	\$ 59,994
2019	\$ 50,726	\$ 52,762	\$ 54,799	\$ 56,835	\$ 58,869	\$ 60,978
2020	\$ 51,558	\$ 53,627	\$ 55,698	\$ 57,767	\$ 59,834	\$ 61,978
2021	\$ 52,403	\$ 54,507	\$ 56,611	\$ 58,714	\$ 60,816	\$ 62,995

ME-04

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017	\$ 54,477	\$ 56,808	\$ 59,135	\$ 61,466	\$ 63,795	\$ 66,213
2018	\$ 55,370	\$ 57,739	\$ 60,105	\$ 62,474	\$ 64,842	\$ 67,298
2019	\$ 56,278	\$ 58,686	\$ 61,091	\$ 63,499	\$ 65,905	\$ 68,402
2020	\$ 57,201	\$ 59,649	\$ 62,093	\$ 64,540	\$ 66,986	\$ 69,524
2021	\$ 58,139	\$ 60,627	\$ 63,111	\$ 65,599	\$ 68,084	\$ 70,664

ME-05

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017	\$ 60,929	\$ 63,615	\$ 66,305	\$ 68,990	\$ 71,682	\$ 74,474
2018	\$ 61,929	\$ 64,659	\$ 67,393	\$ 70,121	\$ 72,858	\$ 75,695
2019	\$ 62,944	\$ 65,719	\$ 68,498	\$ 71,271	\$ 74,052	\$ 76,937
2020	\$ 63,977	\$ 66,797	\$ 69,621	\$ 72,440	\$ 75,267	\$ 78,198
2021	\$ 65,026	\$ 67,892	\$ 70,763	\$ 73,628	\$ 76,501	\$ 79,481

ME-06

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017	\$ 68,813	\$ 71,895	\$ 74,977	\$ 78,059	\$ 81,141	\$ 84,343
2018	\$ 69,942	\$ 73,074	\$ 76,206	\$ 79,339	\$ 82,472	\$ 85,726
2019	\$ 71,089	\$ 74,273	\$ 77,456	\$ 80,640	\$ 83,824	\$ 87,132
2020	\$ 72,254	\$ 75,491	\$ 78,726	\$ 81,963	\$ 85,199	\$ 88,561
2021	\$ 73,439	\$ 76,729	\$ 80,017	\$ 83,307	\$ 86,596	\$ 90,014

ME-07

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017	\$ 77,773	\$ 81,266	\$ 84,762	\$ 88,255	\$ 91,750	\$ 95,383
2018	\$ 79,048	\$ 82,599	\$ 86,153	\$ 89,702	\$ 93,255	\$ 96,947
2019	\$ 80,345	\$ 83,953	\$ 87,565	\$ 91,173	\$ 94,784	\$ 98,537
2020	\$ 81,662	\$ 85,330	\$ 89,001	\$ 92,668	\$ 96,339	\$ 100,153
2021	\$ 83,001	\$ 86,730	\$ 90,461	\$ 94,188	\$ 97,919	\$ 101,796

ME-08

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2017	\$ 86,375	\$ 90,227	\$ 94,081	\$ 97,931	\$ 101,786	\$ 105,336
2018	\$ 87,792	\$ 91,706	\$ 95,624	\$ 99,537	\$ 103,455	\$ 107,064
2019	\$ 89,232	\$ 93,210	\$ 97,192	\$ 101,170	\$ 105,152	\$ 108,820
2020	\$ 90,695	\$ 94,739	\$ 98,786	\$ 102,829	\$ 106,876	\$ 110,604
2021	\$ 92,182	\$ 96,293	\$ 100,406	\$ 104,515	\$ 108,629	\$ 112,418

ARTICLE 2 INTERPRETATIONS AND DEFINITIONS

2.01 For the purpose of this Agreement:

vi) Student means an employee who is employed under the Museum's Student Program and who is in full-time attendance at an educational institution recognized by a Ministry of Education and enrolled full-time at an educational institution for the period following the period of employment or who is attending a program in an educational institution who requires a specific number of hours of work experience (co-op) in conjunction with his/her studies to complete program credits;

The objective of the student employment program is to provide an enriching learning experience for students. The Museum will hire, train and develop a pool of qualified candidates for future Museum staffing needs. The goal is to provide students with employment opportunities which will:

- (a) enrich their academic programs and enable them to apply their academic backgrounds in an actual work environment;
- (b) provide them with an opportunity to gain work experience, develop their employability skills, as well as develop the insight necessary to evaluate future employment options within the Museum or the general workforce;
- (c) help them to fund their education and encourage them to complete their studies.

Students are not to be regarded as lower-cost alternatives to regular employees. Instead, managers must ensure that, as they employ students to get work done, they also improve students' potential for future gainful employment by developing their employability skills. The creation of student positions must not have the effect of reducing the number of indeterminate full-time or part-time employees, nor must they have the effect of reducing the number of scheduled hours for indeterminate full-time or part-time employees.

To be eligible for an assignment under the Student Employment Program, the candidates must meet the following criteria:

- (i) Be registered as a full-time student in an accredited secondary or post-secondary institution;
- (ii) Be in full-time attendance at an educational institution recognized by a Ministry of Education;
- (iii) Be returning to full-time studies in the next academic term.

A student shall:

- (a) be paid in accordance with the Federal Student Work Experience Program (FSWEP). The rate of pay and annual increases shall take effect consistent with the rates of pay and projected increase in rates of pay contained in the Treasury Board FSWEP policy. Should the Treasury Board FSWEP rates be increased over the life of this Agreement, the increased rates shall apply.
- (b) Not be paid for the designated holidays but shall, instead be paid a premium of four decimal twenty-five percent (4.25%) for all regular hours worked;
 - i) when working on a designated holiday, be paid at the rate of one and half times (1.5X) their normal rate of pay for the first seven point five (7.5) hours worked on that day and double time (2X) for all hours worked thereafter.

- (c) In lieu of vacation leave with pay, receive a premium of four percent (4%) gross regular earnings.
- (d) be provided their work schedule at least two (2) weeks in advance
- (e) not have their normal hours of work exceed five (5) days in a week or thirty-seven point five (37.5) hours in a week. Students who work in excess of these hours of work will be entitled to overtime as per Article 38.

Only the provisions of articles 1 to 15, 18.01, 22, 24, 25, 28, 30 to 33, 36, 37.01, 37.03, 38, 40, 42, 47 and 48 of this Collective Agreement shall apply to students. Further, for the purposes of article 45, students shall be considered as internal applicants within the bargaining unit.

ARTICLE 6 RECOGNITION

6.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Labour Relations Board dated January 14, 1994 and as amended on March 14, 1994. (Board File: 590-27)

6.02 Part-time, Occasional and Temporary Employees

The Employer recognises the Alliance as the exclusive bargaining agent for all permanent part-time, occasional and temporary employees.

6.03 Work of the bargaining unit

- a) Employees of the Museum not covered by the terms of this agreement will not normally perform work done by the employees covered by this agreement.
- b) The use of volunteers will not be expanded beyond the current practice as contained in the Volunteer Resources Policy (Revised September 23, 2003).
- c) No employee within the bargaining unit shall be laid off or have their regular hours reduced by reason of their duties being assigned to volunteers or to one or more part-time employees or temporary employees, except with the consent of the employees (job share).
- d) Upon request of a full-time employee, and subject to operational requirements, the employee's status may be changed to part-time for an agreed upon fixed period. The Alliance will be notified of such a fixed period. **Upon the completion of the fixed period, the employee shall return to their previous status.**

6.04 Contracting out

The Employer has a responsibility to ensure that its operations and organizational structure are sustainable, support the financial viability of the institution and meet the mission and mandate of the Museum.

The Employer agrees to hold constructive consultation with the union in accordance with the joint consultation process set out in Article 31 prior to any privatization or contracting out work usually performed by the employees of the bargaining unit.

The Employer will not privatize or contract out the work performed by employees of the bargaining unit for the sole purpose of eroding the size of the bargaining unit or laying off specific employees in the bargaining unit.

ARTICLE 46 EMPLOYMENT SECURITY~~WORK FORCE~~ ADJUSTMENT

46.01 The Employer shall provide written notice of layoff to each permanent 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 Five (5) years or less	Four (4) months
Over five (5) years	Six (6) months

46.02 Where the employee's service may no longer be required by the Employer, the notice period may be paid out in a lump-sum equivalent to the salary earned during the required notice period. Such pay-out shall be deemed to satisfy the requirements of clause.

46.03 ~~Layoffs will be determined solely by the Employer~~ **Layoffs within the bargaining unit shall be subject to the provisions of this Article.** Cases of contemplated layoff will be discussed with the Local using the joint consultation process set out in Article 31 to explore ways of assisting affected employees in obtaining suitable employment within or outside the Employer. The parties ~~will~~ **may** use the 1998 Workforce Adjustment Policy as a basis for the exploration of options. **The parties agree that, where the Workforce Adjustment Policy and this Article differ, the terms set out under this Article shall prevail.**

46.04 It is the policy of the Employer to minimize involuntary layoffs for indeterminate employees affected by workforce adjustment situations, where practicable, by finding alternate employment opportunities as outlined in this Article and the Workforce Adjustment Policy.

46.05

- a) **Where proposed reduction in the workforce cannot be accomplished through attrition in the affected job titles (i.e. jobs with the same job descriptions), the parties will meet to engage in meaningful consultation concerning ways to minimize or avoid layoffs. The Museum will make every reasonable effort to reassign or redeploy an employee to a vacant position or temporary assignment where the employee meets the basic requirements or where such requirements can be acquired as outlined in the Workforce Adjustment policy. An employee who is reassigned or redeployed to a vacant or temporary assignment at a lower classification will be granted salary protection for a period of one year.**
- b) **Consistent with (a) above, the Museum shall allow voluntary departure in cases where there are affected employees in the same job title (and job description) and level. It is understood that volunteers will be given a maximum of fifteen (15) days to communicate their intentions upon receipt of the Museum's notice. In the event there are more volunteers than there are proposed reduced positions, voluntary departures shall be granted in order of service.**
- c) **The Museum shall review the use of private temporary agency personnel, employees appointed for specific period (term) and all other non-permanent employees. Where practicable, the Museum shall refrain from reengaging such temporary agency personnel or renewing the employment of such employees referred to above where such action will facilitate the appointment of surplus employees or laid-off persons.**
- d) **In the event that no options for reassignment or redeployment are possible, employees working under the same job title, job description and classification level shall be subject to lay-off in reverse order of service.**

46.0~~64~~⁷⁵ The provisions of this Article 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. **However, should the Employer require some employees to remain actively employed during the shutdown, the temporary cessation of employees with the same job title, job description and classification level shall be done in reverse order of length of service.**

46.0~~75~~⁷⁵ The Employer shall be deemed not to have laid off an employee where the employee's services are terminated at the end of a specified period appointment. However a temporary employee shall be given three (3) weeks' notice or pay in lieu of notice of the early termination of their appointment. **Where more than one temporary employee with the same job title, job description and classification level is subject to early termination of their appointment, terminations shall be done in reverse order of service.**

ARTICLE 43 TECHNOLOGICAL CHANGE

43.01 If as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, **the parties agree that the provisions of the Agreement, such as but not limited to Article 46 (Work Force Adjustment), Article 21 (Severance Pay) and the Workforce Adjustment Policy shall will apply.** In all other cases, the following **shall will** apply.

43.02 Definition

In this Agreement "technological change" means:

a) the introduction by the Employer of equipment or material of a different nature or kind than that previously utilised;

and

b) a change in the manner in which the Employer carries on the work, that is directly related to the introduction of that equipment or material.

43.03 ~~Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimising adverse effects on employees which might result from such changes.~~

43.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

43.05 Information to be contained in Notification

The written notice provided for in clause 44.04 will provide the following information:

- a) The nature and degree of change.
- b) The anticipated date or dates on which the Employer plans to effect change.
- c) The location or locations involved.

43.06 As soon as reasonably practicable after notice is given under clause 44.04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 44.04 on each group of employees.

43.07 Such consultation will include but not necessarily be limited to the following:

- a) The approximate number, class and location of employees likely to be affected by the change.
- b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

43.08 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 employee's 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.

43.09 **Canada Labour Code**

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 Alliance.

ARTICLE 16: LEAVE GENERAL

16.01 ~~An employee is entitled, once in each fiscal year, to be informed upon request of the balance of the employee's vacation, sick and compensatory leave credits.~~ **The Human Resources Information System will provide on an ongoing basis the balance of employees' vacation, sick and compensatory leave credits.**

ARTICLE 29: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

29.04 When an employee does not agree with his/her evaluation, the employee can appeal the decision to the Vice-President, Corporate Services ~~and Chief Financial Officer~~ (or his/her designate) and file a grievance for a final decision. The evaluation and not the process of evaluation can proceed to arbitration under the provision of Article 33 of the collective agreement.

Dates this 10 day of June, 2019

For the Union

For the Employer

ARTICLE 17 DESIGNATED PAID HOLIDAYS

17.01 Subject to clause 17.02, the following days shall be designated paid holidays for employees:

- a) New Year's Day,
- b) Good Friday,
- c) Easter Monday,
- d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- e) Canada Day,
- f) Labour Day,
- g) **National Day for Truth and Reconciliation**
- h) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- i) Remembrance Day,
- j) Christmas Day,
- k) Boxing Day,
- l) one additional day in each year of the employee's choice, of St. Jean Baptiste Day or the first Monday in August.
- m) one additional day when proclaimed by an Act of Parliament as a national holiday.

34.05. Designated Holidays

A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal ~~sixty-five~~ **two-five** (4.**65**25) percent for all straight-time hours worked.

ARTICLE 18 OTHER LEAVE WITH OR WITHOUT PAY

18.01 Bereavement Leave With Pay

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

- a) When a member of the employee's immediate family dies, an employee shall be entitled to ***bereavement leave. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not their scheduled days of rest. a bereavement period of five (5) days leave with pay which must include the day of the funeral.*** In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- a. ***At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.***
- b. ***When requested to be taken in two (2) periods,***
- i. ***the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death,***
- and***
- ii. ***the second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.***
- iii. ***The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.***
- b) An employee is entitled to one (1) day bereavement leave with pay for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- c) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under paragraph a) or b) of this clause, the employee shall be granted bereavement leave with pay and the employee's compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- d) i) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 18.02 a) and b). Such request shall not be unreasonably denied.

- ii) The Employer agrees to seriously consider requests for bereavement leave where cultural traditions create important family relationships not described in this clause. Such requests shall not be unreasonably denied. In such cases, article 18.10 shall apply.

Effective 16 June 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)

Article 18.02

1) 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.

2) 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 38.02(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.
- 3) Special maternity allowance for totally disabled employees
- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 38.02(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 38.02(a), other than those specified in sections (A) and (B) of subparagraph 38.02(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 38.02 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).

4) 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

5) Parental allowance

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

- Option 1: standard parental benefits, paragraphs 40.02(c) to (k),
or
- Option 2: extended parental benefits, paragraphs 40.02(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 38.02(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 38.02(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:

a.

i.

A.

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

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 40.01(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 38.02(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 38.02(c)(iii) and 40.02(c)(v) for the same child;
- d. At the employee’s request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance 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 40.01(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 38.02(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 38.02(c)(iii) for the same child;
- m. At the employee's request, the payment referred to in subparagraph 40.02 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.
- 6) Special parental allowance for totally disabled employees
- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 40.02(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 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 40.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(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 40.02 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).

18.11 Leave for Victims of Family Violence

- 1) 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,
 - (a) to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
 - (b) to obtain services from an organization which provides services to victims of family violence;
 - (c) to obtain psychological or other professional counselling;
 - (d) to relocate temporarily or permanently;
 - (e) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
 - (f) to take any measures prescribed by regulations passed pursuant to the Canada Labour Code.
- 2)
 - a) 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.
 - b) 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.
- 3) 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.
- 4) 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.
- 5) The parties recognize that, for the purposes of this Article, "family violence" includes domestic violence, family violence and intimate partner violence.
- 6) 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.

ARTICLE 20

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

20.01 Career Development

The parties recognise the usefulness of education leave and that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities.

20.02 Education Leave

- a) An employee with the approval of the Employer, may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed for personal advancement, or to fill the employee's 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 under this clause shall receive an allowance in lieu of salary of up to one hundred percent (100%) of 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,
 - or
 - 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; then

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.

20.03 Upon returning from leave, the employee shall be reinstated into the position at the time the leave commenced, if the position still exists.

- i) If during this leave, the employee's position is eliminated, the employee will, at that time, be treated as if the employee was still working in the same position and entitled to all rights contained in the collective agreement and will be offered a comparable position at the same salary. Should no position be available up until the expiration of the leave the employee will be treated in accordance with all rights contained in this collective agreement including Article 21 – Severance Pay.
- ii) 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.
- iii) Should the employee wish to return to work prior to the expected date of return, the employee shall inform the Employer at least four (4) weeks in advance of the date on which the employee will return to work.

20.04 Conferences

- a) An employee will attend conferences related to the employee's field of specialisation when it is deemed by management that such attendance will benefit the employee's field of specialisation. An employee may recommend to the Employer, conferences, workshops, and other gatherings of a similar nature.
- b) In order to benefit from an exchange of knowledge and experience, an employee shall have a reasonable opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialisation, subject to operational constraints.
- c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for their payment of the convention or conference registration fees and reasonable travel expenses.
- f) An employee shall not be entitled to any compensation under Article 39 (Overtime) and 24 (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 d).

20.05 Professional Development

The parties to this agreement recognize that attendance at conferences, workshops and other gatherings of a similar nature constitutes an integral part of all employees activities and that

attendance and participation in such gatherings is recognized as beneficial to the career of the employee and to the Museum.

20.06

- a) The parties to this Agreement share a desire to improve professional standards by ensuring that employees have the reasonable 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 perform work related to their normal projects in institutions or locations other than those of the Employer,
 - iii) to perform work in the employee's field of specialisation not specifically related to the employee's assigned work projects when in the opinion of the Employer such assignment is needed to enable the employees to fulfil their present role more adequately.
- b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in clause 20.05.
- 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. Except when the employee attends at the request of the Employer, the employee shall not be entitled to any compensation under Articles 39 (Overtime) and 24 (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.

20.07 Examination Leave With Pay

At the Employer's discretion, examination leave with pay may be granted to an employee who is not on education leave for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted 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.

20.08 Selection Criteria

- a) **The Employer shall provide equitable access within the Bargaining Unit to professional/career development opportunities to employees according to the requirements of their position, in accordance with this Article. The Employer will**

notify employees of such opportunities pertinent to their skills/career development.

- b) The Employer shall establish selection criteria for granting leave under this Article, and shall consult with the Alliance on such criteria. Employees shall be given a copy of these criteria upon request.**
- c) All applications for leave under this Article will be reviewed by the Employer as per the provisions of this Article and Articles 20.04 to 20.06. The names of approved applicants shall be made available.**
- d) Recognizing the value of knowledge and experience acquired at conferences and conventions, the parties agree that efforts will be made to have participants share with the staff information acquired at such events upon their return.**
- e) The Alliance Local shall be informed of the approval and denial of leave provided for under this Article.**

20.098 Self-Funded Leave

In accordance with the policy existing at the time of signing this collective agreement, the Employer agrees to consider a request for self-funded leave and based on operational requirements will grant this leave if the following conditions are met:

- a) Leave granted under this clause shall be for a minimum of six (6) consecutive months to a maximum of twelve (12) consecutive months.
- b) A portion of the employee's salary up to a thirty-three and one third percent (33 1/3%) will be deferred to fund the period of leave of absence.
- c) The amounts deferred for the employee under this arrangement will be held in trust in one of the two approved Financial Institutions at the employee's choice; and
- d) The employee agrees to return to the same position with the Employer after the leave of absence for a period that is not less than the period of the leave of absence.

Leave granted under the clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay, service and for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

23.09 Acting Pay

- a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for a period of at least three (3) ~~six (6)~~ consecutive days, 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 level for the period in which the employee acts.
- b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.
- c) When an employee on shift work is required by the Employer to fill a higher classification level position also on shift work basis, the employee shall be paid acting pay for all hours worked as if they had been appointed to that higher classification level.

ARTICLE 26 PREMIUMS

26.01 **Employees in positions that used to be classified as “irregular or rotating” under the previous collective agreement** ~~Employees whose hours of work are scheduled on an irregular and or rotating basis~~ will receive a premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

ARTICLE 30 HEALTH & SAFETY

30.01 Policy Statement

The parties recognize an employee's right to working conditions which show respect for their health, safety and physical well-being.

The Employer and the Alliance recognize that the maintenance and development of the employee's general well-being constitute a common objective.

As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

30.02 Employer's Obligations

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take reasonable measures, both preventive and corrective, to protect the health and safety of employees. The Employer's obligations are set out in the Canada Labour Code and its regulations.

30.03 Employee's Responsibilities

Employees are responsible for taking the necessary measures to ensure their health, safety and physical wellbeing. They must also ensure they do not endanger the health, safety and physical well-being of other persons in or near the workplace.

30.04 Administration of the Legislation

Any right or benefit not stipulated in this Article and conferred on the employees or the Alliance by any legislation or regulation applicable to the parties in connection with health, safety or environment of the workplace is an integral part of this Article.

- 30.05 The Alliance and the Employer recognize the right of employees to work in an environment free of violence and the Employer undertakes to ensure that violence will not be tolerated in the workplace.

~~"Workplace violence" means the attempted, threatened or actual conduct of a person that is intended to cause psychological or physical injury where it could reasonably be expected that an employee is at risk of psychological or physical injury.~~

"Workplace violence and harassment" means any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.

- 30.06 The Employer agrees to develop a policy to deal with violence in the workplace in consultation with Joint Union-Employer Health and Safety Committee and the Union. ~~Written copies shall be provided to each employee.~~ **All employees will be provided**

with an electronic copy of the policy. A written copy shall be provided to any employee upon request.

30.07 There shall be no discipline or threat of discipline for exercising, in good faith, any rights under Part 2 of the Canada Labour Code. Allegations of an employee having acted in bad faith will be dealt with according to the processes stipulated in Article 28.

ARTICLE 31 JOINT CONSULTATION

31.01 The parties acknowledge the mutual benefits to be derived from meaningful and constructive consultation and will consult on matters of common interest.

31.02

- a) There shall be a joint consultation committee comprising two representatives of the bargaining unit and two representatives of the Employer. **Unless otherwise agreed-upon, the committee shall meet three (3) times annually.** Such meetings shall be at mutually satisfactory times.
- b) In order for consultation to be effective, the parties will ensure that their delegates are official representatives that may speak on behalf of the parties with regards to subjects dealt with in the joint consultation process.
- c) The union would agree to meet in a forum with the other bargaining agent to address issues which may be better dealt with in an expanded forum.

31.03 Conditions of Employment or Working Conditions

Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

31.04 The committee will not discuss grievances.

31.05 Any items agreed to by the committee which would alter any provision of this collective agreement will be considered null and void.

ARTICLE 32 POLICIES AND PLANS

32.01 The following policies form part of this collective agreement. The Employer will not amend the above documents unilaterally if those amendments have an adverse effect on the terms and conditions of the employees of the bargaining unit

- Travel policy (As amended effective July 25, 2006)
- ~~No Discrimination and No Harassment policy~~ **Workplace Harassment and Violence Prevention and Resolution policy**

- Pesticides policy
- Motor Vehicle Operation policy
- Clothing policy
- Bilingual Bonus policy
- Self-Funded Leave policy
- Workforce Adjustment policy
- Relocation policy
- Copyright policy

PSAC-Canadian Museum of Nature Negotiation

06/10/19

33.11 Hearing and reply at first level

Within ten (10) days following receipt of such presentation of a grievance, the Employer ~~may~~ **shall** hold a hearing at level one and will reply in writing to both the grievor and the Alliance representative. **The hearing may be waived if mutually agreed upon between the parties.**

33.13 Time limit at second level

- a) If the decision of the Employer at the first level is not satisfactory, the Alliance may submit the grievance at the second level of the grievance procedure not later than the tenth (10th) day after the written decision of the Employer was received by the Alliance.
- b) A hearing ~~may~~ **shall** be held and the Employer will reply in writing fifteen (15) days after the grievance is presented. **The hearing may be waived if mutually agreed upon between the parties.**

For Union

For Employer

ARTICLE 2 INTERPRETATIONS AND DEFINITIONS

2.01 For the purpose of this Agreement:

- v) "Types of Employees"
 - i) Permanent Full-Time Employees means employees scheduled to work thirty-seven and one-half (37 ½) hours per week, seven and one-half (7 ½) hours per day and normally with two (2) consecutive days off.
 - ii) Part-time employees means employees who are normally scheduled to work, on average during the year, less than thirty seven and one-half (37 ½) hours per week but not less than twelve and one half (12 ½) ~~seven and one-half (7 ½)~~ hours per week.

z) "regular work cycle" shall be 1 February to 30 April, 1 May to 31 July, 1 August to 31 October, and 1 November to 31 January of each year.

ARTICLE 37 HOURS OF WORK

37.01 General

- a) 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.
- b) Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.
- c) The Employer will endeavour to meet the preferences respecting work schedules, taking into account employee's status of either full-time or part-time. When more than one (1) employee with the same status has indicated the same preference, continuous employment will be the basis of decision.
- d) For the purposes of this Article and articles 34.17 and 39.04 f), continuous employment shall be based on an employee's total employment with the Employer, whether continuous or discontinuous. Within 60 days of ratification, the Employer will provide the Alliance with the dates of continuous employment for the members of the bargaining unit. The Employer will provide an updated list to the Alliance once a month.
- e) The Employer may require employees to register their attendance in a form or on forms to be determined by the Employer.

37.02 Regular Work

- a) ~~The normal scheduled work week will be thirty-seven decimal five (37.5) hours and the normal scheduled work day will be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m.~~
- b) For office employees and employees who are not involved with service to the public, the normal work week is from Monday to Friday and the normal work day is seven decimal five (7.5) consecutive hours, exclusive of a meal period, between 7:00 a.m. and 6:00 p.m. **The normal schedule work week will be thirty-seven decimal five (37.5) hours for full time employees. Employees shall be informed by written notice of their scheduled hours of work. Any changes to scheduled hours shall be by written notice to the employee(s) concerned.**
- c) For employees who are involved with service to the public, **the normal** their scheduled work week will be thirty-seven decimal five (37.5) hours **for full-time employees** and **their normal** the scheduled workday will be seven decimal five (7.5) consecutive hours, exclusive of a meal period, with two (2) consecutive days off which may not necessarily be Saturday and Sunday. ~~For further clarity, it is understood that a~~ **At least once over each period of twenty-eight (28) calendar days, full time employees shall be scheduled two (2) consecutive days off, which shall be a Friday Saturday, Saturday Sunday or a Sunday Monday combination.**
- d) **Notwithstanding article 37.02 c), for full-time employees working in Technical Operations, Rentals and Events or working as a Duty Supervisor or a Team Lead:**
- i. **the Employer can schedule their normal hours of work differently than what is outlined in article 37.02 c) provided that, during a period of no more than twenty-eight (28) days, their average normal weekly hours of work are thirty-seven decimal five (37.5) hours and they obtain on average two (2) consecutive days off per week (of which at least one quarter (1/4) of their annual consecutive days off shall be a Friday/Saturday, Saturday/Sunday or Sunday/Monday combination).**
 - ii. **Any changes to employee scheduling in departments covered by this clause shall be subject to meaningful consultation with the Alliance prior to any implementation. Subject to operational requirements, the Employer shall make every reasonable effort to accommodate employee concerns represented by the Alliance in such consultations.**
 - iii. **The Employer will make every reasonable effort:**
 - a) **not to schedule the commencement of a work day within twelve (12) hours of the completion of the employee's previous work day, and,**
 - b) **to avoid excessive fluctuation in hours of work.**

~~Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.~~

- e) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to request flexible hours and such request shall not be unreasonably denied.

37.03 Rest Periods & Meal Periods

a) Employees who work:

i) at least four (4) consecutive hours but less than five (5) consecutive hours will be provided with one (1) rest period of fifteen (15) minutes;

ii) at least five (5) consecutive hours but less than six point five (6.5) consecutive hours will be provided one (1) meal period, of which fifteen (15) minutes shall be paid.

iii) At least six point five (6.5) consecutive hours but less than seven point five (7.5) consecutive hours will be provided one (1) rest period of fifteen (15) minutes and one (1) unpaid meal period.

iv) At least seven (7) consecutive hours will be provided two (2) rest periods of fifteen (15) minutes and one (1) unpaid meal period The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day, except in exceptional circumstances where operational requirements do not permit. In such cases the Employer and the employee shall determine a mutually agreeable alternative.

b)

i) In exceptional circumstances, where operational requirements to do not permit an employee to take their rest periods, the Employer and employee shall determine a mutually agreeable alternative.

ii) The meal period shall be normally of a duration of one-half ($\frac{1}{2}$) hour. It is recognised that the meal period may be staggered for employees. However, the Employer will make every effort to arrange meal periods at times convenient to the employees. Alternate durations are possible, upon mutual consent of the Employer and the employee.

- c) It is recognised that certain continuous operations require employees to remain on the job for the full seven decimal five (7.5) hour work day. In these cases such employees will be paid at the applicable overtime rate for the half ($\frac{1}{2}$) hour meal period.

37.04 Scheduling for employees involved in service to the public

Employees subject to 37.02 c) and d) will be scheduled consistent with this clause:

- a) *The staffing, preparation, posting and administration of schedules are the responsibility of the Employer. The parties agree that schedules and hours to be worked by employees are based on the Employer's operational requirements. The allocation of hours to employees shall be subject to this Article and Article 34.*
- b) *Full-time shifts shall be scheduled prior to the scheduling of part-time shifts.*
- c) *Availability for part-time staff:*
 - i *Prior to receiving a formal offer of employment, part-time employees subject to 37.02 c) and d) shall submit to the Employer in writing any limitations on their availability. In such cases, their availability must nonetheless include at least 2 evening shifts per week, 1 weekend shift per week and half the holidays in a year (incl. Ontario Family Day).*
 - ii *Part-time staff subject to 37.02 c) and d) who are on strength as of the date of ratification shall submit any initial limitations on their availability, consistent with the requirements of subparagraph i. above, to the Employer in writing within one month of ratification. At that time, should two (2) or more employees submit the same limitations on availability and, due to operational requirements, the Employer cannot accommodate all their limitations, the employees involved shall be given the opportunity to resolve the conflict. Failing satisfactory resolution between the affected employees, length of continuous employment shall prevail.*
 - iii *Notwithstanding the preceding the parties recognize that the Employer may have positions that must be available to work specific shifts to meet the service to public, particularly during peak operational periods. In such cases, such availability will be stipulated on any job competitions advertisements/posters and acceptance of the offer of employment would be conditional upon meeting that availability.*
 - iv *Once an employee's limitations on availability have been submitted to the Employer, they cannot be bumped by other employees and will remain in effect indefinitely, unless changed by mutual agreement between the Employer and the employee. Employees wishing to reduce their limitations on availability on a temporary or ongoing basis, must advise the Employer at least 2 weeks before the schedule in question is posted.*
 - v *Employees can submit a written request to change their limitations on availability by the 1st of April, August or*

December, to take effect the following month, so long as such requests are still consistent with the requirements of subparagraph i. and, if applicable, iii. Provided that it would be operational feasible to implement changes; the Employer will assess and endeavor to grant the requests to change limitations on availability, based on operational requirements, in order of continuous employment.

- d) The shift schedule shall be posted at least fourteen (14) days in advance and will cover a minimum period of twenty-eight (28) days. Employees will not be scheduled to work fewer hours than employees with a shorter length of continuous employment in the same team who have the same job title, classification level and status, provided that the employee with the greater length of continuous employment is available (as per paragraph c) above) and able to work the shifts. The list of teams is outlined in Letter of Understanding # XX. Further, employees who hold part-time permanent positions as of the date of ratification (as outlined in the Letter of Understanding # XX) shall, for the duration that they hold those permanent part time positions, at minimum be scheduled to work in those permanent substantive positions the number of hours outlined in their letter of offer (as confirmed in the Letter of Understanding # XX), provided that they are available to work those hours. All references to scheduled hours in this paragraph include any approved leave.
- e) In order to maximize employee access to benefits and meet its obligations consistent with 2.01 v) ii), the Employer shall schedule all part-time employees a minimum average of twelve and a half (12 ½) hours per week over the course of a fiscal year. Such scheduling shall be consistent with the terms set out in this Article.

d) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- i) on the day it commenced where half (½) or more of the hours worked fall on that day,

or
- ii) on the day it terminates where more than half (½) of the hours worked fall on that day.

Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked their last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

~~g) The staffing, preparation, posting and administration of shift schedules are the responsibility of the Employer.~~

~~e) Provided sufficient advance notice is given, the Employer may authorise employees to exchange shifts or to exchange the shift of one employee with the day of rest of another. In such cases, the Employer will not be responsible for paying overtime as a result of these shift changes.~~

~~f) Subject to this agreement including any requirements relating to providing employees with days of rest, the Employer may modify an employee's scheduled hours by providing at least seven (7) days notice in advance of the change. If the Employer requires an employee to change their shift with less than seven (7) days advance notice:~~

~~i) The employee shall be paid at the rate of one and a half times (1½) for any hours worked with less than seven (7) days notice; and~~

~~ii) The Employer shall pay the employee for any shifts cancelled with less than seven (7) days advance notice.~~

~~iii) When the Employer makes such modifications, it will make every reasonable effort to not change the remainder of the employee's posted work schedule.~~

~~iv) For employees who used to be classified as "irregular or rotating" under the previous collective agreement, if their schedule is changed without seven (7) days' prior notice, they shall retain his or her previous scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated at the overtime rate.~~

Rotating or Irregular Shift Work

~~Consultation shall be held at the local level with a view to establishing shift schedules. Such consultation will include all aspects of arrangements of shift schedules.~~

~~It is understood that the application of this Article must not be incompatible with the intent and spirit of provisions otherwise governing hours of work. The application of this clause must respect the average hours of work over the duration of the master schedule, and must be consistent with the operational requirements as determined by the Employer.~~

~~Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for constructive consultation purposes.~~

~~a) When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than twenty eight (28) calendar days:~~

~~i) work an average of thirty seven decimal five (37.5) hours per week and an average of five (5) days per week;~~

~~ii) an average of seven decimal five (7.5) hours per day exclusive of a half (1/2) hour meal period scheduled as close to the mid-point of the shift as possible.~~

~~iii) obtain an average of two (2) days of rest per week;~~

~~iv) obtain at least two (2) consecutive calendar days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked.~~

~~The shift schedule shall be posted fifteen (15) days in advance.~~

~~b) The Employer shall set up a shift schedule for part-time employees which covers the normal requirements of the operations for a minimum period of twenty-eight (28) calendar days and post it fifteen (15) days in advance.~~

~~c) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:~~

~~v) on the day it commenced where half ($\frac{1}{2}$) or more of the hours worked fall on that day,~~

~~or~~

~~vi) on the day it terminates where more than half ($\frac{1}{2}$) of the hours worked fall on that day.~~

~~Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked their last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.~~

~~d) It is recognised that the meal period may be staggered for employees. However, the Employer will make every effort to arrange meal periods at times convenient to the employees.~~

~~e) The Employer will make every reasonable effort:~~

~~i) not to schedule the commencement of a work day within twelve (12) hours of the completion of the employee's previous work day,~~

~~and,~~

~~ii) to avoid excessive fluctuation in hours of work.~~

~~f) An employee who is scheduled to work in excess of ten (10) hours per shift and/or more than seven (7) consecutive days shall be paid at time and one-half ($1\frac{1}{2}$) for those hours in excess.~~

~~g) The staffing, preparation, posting and administration of shift schedules are the responsibility of the Employer.~~

~~h) Provided sufficient advance notice is given, the Employer may:~~

~~i) authorise employees to exchange shifts if there is no increase in cost to the Employer,~~

~~and,~~

~~ii) notwithstanding the provisions of sub-clause 38.04 a) iv), authorise employees to exchange shifts for days of rest if there is no increase in cost to the Employer.~~

~~i) An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one half (1½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.~~

~~Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule. An employee whose scheduled hours are changed without seven (7) days' prior notice shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated at the overtime rate.~~

~~An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in clause 38.02, and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one half (1½). Subsequent days or shifts worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this Agreement.~~

37.05 Variable/ Compressed Hours of Work

The Employer and the Public Service Alliance of Canada agree that the following conditions shall apply to employees for whom variable (including compressed) hours of work schedules are approved pursuant to the relevant provisions of the Agreement. The Agreement is modified by these provisions to the extent specified herein.

Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete the weekly hours of work in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of their weekly hours of work as defined in clause 38.02(a) above. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be

granted days of rest on such days as are not scheduled as a normal work day for the employee.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

A)

i) The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

ii) For shift workers such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.

iii) For day workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.

iv) Whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.

B) Notwithstanding the above, in clause 18.01 Leave with pay for Spousal Union and 18.02 - Bereavement Leave With Pay, a "day" will have the same meaning as the provisions of the Collective Agreement.

Where the Agreement specifies a work week of thirty-seven decimal five (37.5) hours, a day shall be converted to seven decimal five (7.5) hours.

When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

C) Specific Application

For greater certainty, the following provisions shall be administered as provided herein:

a) Interpretation and Definitions

"Daily rate of pay" - shall not apply.

b) Overtime

Overtime shall be compensated for all work performed:

- i) in excess of an employee's scheduled hours of work on a scheduled working day;
- ii) on days of rest at time and one-half (1½) except that if the overtime is worked by the employee in two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double (2) time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

c) Travel

Overtime compensation referred to in clause 24.04 of this Agreement shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

d) Designated Paid Holidays

- i) A designated paid holiday shall account for seven decimal five (7.5) hours.
- ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours pay specified by this Agreement, time and one-half (1½) up to their regular scheduled hours worked and double (2) time for all hours worked in excess of their regular scheduled hours.

e) On request and subject to operational requirements, an employee on a compressed work week shall be entitled to exchange their designated day off for another day. Such request shall not be unreasonably denied.

f) Vacation Leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

Employees scheduled to work any portion of a fiscal year under the variable hours of work provisions of the Agreement shall not have fractional vacation

entitlement of less or more than three decimal seventy five (3.75) hours increased to the nearest three decimal seventy five (3.75) hours.

g) Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 19 of the Agreement. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

h) Shift Premium

Shift work employees on variable hour shift schedules pursuant to clause 38.05 will receive a shift premium in accordance with Article Shift Premiums, clause 26.01.

i) Acting Pay

The qualifying period for acting pay as specified in Article Pay Administration, clause 23.09 shall be converted to hours.

j) Exchange of Shifts

On exchange of shifts between employees, if provided in the Agreement, the Employer shall pay as if no exchange had occurred.

k) Minimum Number of Hours Between Shifts

The provision relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to variable hours of work.

39.04 Scheduling of Vacation Leave With Pay

f) In the event that two (2) or more employees request vacation leaves for the same period and due to operational requirements, the Employer cannot accommodate all the requests, the employees involved shall be given the opportunity to resolve the conflict. Failing satisfactory resolution between the affected employees, continuous employment ~~years of service~~ shall prevail.

ARTICLE 34 PART-TIME EMPLOYEES

34.13 Vacation Leave

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 workweek,~~ at the rate for years of service established in the vacation leave entitlement clause specified in the Collective Agreement, prorated and calculated as follows:

a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's work week per month;

b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's work week per month;

- c) when the entitlement is fifteen decimal six two five (15.625) hours, .417 multiplied by the number of hours in the employee's work week per month;
- d) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's work week per month;

34.14 Sick Leave

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 workweek ~~for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.~~

34.15 Vacation and Sick Leave Administration

- a) For the purposes of administration of clauses 34.13 and 34.14, where an employee does not work the same number of hours each week, the normal workweek 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 fulltime and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

34.17 Assigning of additional ~~Provision of extra~~ hours

- a) **Additional hours are those that were not assigned to the employee when their work schedule was posted. They may result from situations such as covering for absent employees or last-minute staff requirements that were not known when the schedule was developed.**
- b) Part-time employees who wish to work available additional hours shall advise their department head in writing indicating those days and times they reasonably expect to be available for such additional hours.
- c) Part-time employees who have indicated their willingness and availability and are qualified will receive preferential consideration for additional hours, which become available.
- d) Hours available in any particular department shall first be offered **by job title in order of continuous employment** to available part-time employees from the department. Any hours remaining to be filled shall then be offered **in order of continuous employment** to **all other** available part-time employees ~~from other departments~~ who meet mandatory requirements and have indicated a willingness to work in the department where the need exists. Should hours still remain unfilled, these hours remaining unfilled shall first be offered in order of continuous employment to occasional employees and then full-time employees within the department, **subject to the overtime provisions of this Agreement.**
- e) ~~In the offering of extra hours to part-time employees, every effort shall be made to distribute the available work as equitably as possible amongst the willing employees.~~

Employees who are required to work hours by the Employer shall be paid at their substantive position in accordance with 23.01. However, an employee who volunteers to work additional hours in a different position that is at a lower classification level than their substantive position will be paid at the classification level of the position in which they are performing the additional hours. In that case, the Employee will be initially placed at the pay increment step that is closest to the rate of pay of their substantive position and their pay increment period for that position will be fifty-two (52) weeks from the date they commenced working additional hours in that position. For any pensionable hours, the employees pension contributions and pensionable earnings shall be calculated based on the employee's rate of pay for those pensionable hours. Any hours worked by an employee in an acting capacity shall be compensated in accordance with Article 23.09.

Appendix xx
Assigned Work Week

The assigned workweek is used to determine eligibility for the dental plan and to determine eligibility for and to calculate premiums and benefits for Disability Insurance (DI), Superannuation (Pension), and death benefits. It is also used for the administration of benefits such as severance pay during periods of leave without pay.

In the event that an employee believes that his/her assigned workweek is inconsistent with their actual hours, the employee may request a review by the Employer.

In the event that the review confirms such inconsistencies, the Employer will correct the employee's assigned work week, on a go forward basis, for the following pay period.

Letter of Understanding # XX

Between

The Canadian Museum of Nature

And

The Public Service Alliance of Canada

The parties agree that, for the purposes of Article 37, "teams" are the following:

Research and Collections Vice President's Office

Paleontology

Minerology

Botany

Zoology

Collection Services and Information Management (including the Library)

Visitor Experience

Programs

Content
Experience and Engagement Vice President's Office
Marketing and Public Affairs
Advancement
Human Resources
Finance
Information Management/Information Technology
Facilities and Protection

Letter of Understanding # XX

Between

The Canadian Museum of Nature

And

The Public Service Alliance of Canada

The parties agree that for the duration of this Agreement, the following employees shall, for the duration that they substantively hold the permanent part-time positions outlined below, at minimum be scheduled to work the number of hours outlined in this Letter of Understanding, provided that they are available to work those hours. These scheduled hours include any approved leave.

<u>Part-time permanent</u> <u>Employee</u>	<u>Indeterminate part-time</u> <u>position</u>	<u>Minimum number of scheduled</u> <u>hours of work per week</u>
<u>Marci Kwindt</u>	<u>Exhibit Operations</u>	<u>30</u>
	<u>Technician</u>	
<u>Owen Sparey</u>	<u>Junior Exhibit Technician,</u>	<u>22.5</u>
	<u>Live Specimen Care</u>	
<u>Tara Conroy</u>	<u>Senior Science Interpreter</u>	<u>30</u>
<u>Katherine Day</u>	<u>Senior Science Interpreter</u>	<u>30</u>
<u>Derek Main</u>	<u>Science Interpreter</u>	<u>7.5</u>
<u>Sarah Young</u>	<u>Science Interpreter</u>	<u>7.5</u>
<u>Nathalie Rodrique</u>	<u>Museum Program Developer</u>	<u>30</u>
<u>Amélie Desbiens</u>	<u>Host, Visit Planning</u>	<u>15</u>
<u>Elisabeth Belzile</u>	<u>Host, Visit Planning</u>	<u>15</u>
<u>Emilie DeBlois</u>	<u>Host, Visit Planning</u>	<u>7.5</u>
<u>Erik Fardais</u>	<u>Host, Visit Planning</u>	<u>7.5</u>
<u>Montana Jones</u>	<u>Host, Visit Planning</u>	<u>7.5</u>
<u>Alain Belanger</u>	<u>Team Lead, Visit Planning</u>	<u>30</u>
<u>Patrick Winter</u>	<u>Team Lead, Visit Planning</u>	<u>22.5</u>
<u>Sarah Young</u>	<u>Team Lead, Visit Planning</u>	<u>15</u>

Canadian Museum of Nature

ARTICLE 45 STAFFING

45.01 Definitions

- a) "Priority list" is a list of permanent employees who have been declared surplus or have been laid off. The employee's name will remain on the list for one (1) following their date of layoff, or until the employee is appointed to another permanent position or has resigned.
- b) "Salary protection list" is a list of employees who have Salary Protection Status pursuant to Pay Administration clause 23.07 b).
- c) "Eligibility List" is a list established following a competition to fill an immediate need or anticipated needs for identical positions to those for which it was established. This list shall be valid for a period not exceeding six (6) months from the date it was established.

45.02 A copy of the lists referred to above and as amended shall be provided to the Alliance.

45.03 General

- a) The Employer agrees that appointment to any position for which the Alliance is the bargaining agent shall be made in accordance with the merit principle as applied to employees, as determined in paragraph (b) hereunder, unless otherwise specified in this Article.
- b) The selection criteria established by the Employer for each position being filled shall be reasonable in relation to the duties of the position. These criteria shall be consistent with the Job Classification & Evaluation Plan. The merit of employees applying for a position will be assessed as to education, knowledge, language, experience, skills, demonstrated abilities, or any other matters that are necessary having regard to the duties to be performed.
- c) When a position becomes vacant in the bargaining unit and the Employer determines that the position should be filled, or when a new position is created, the Employer agrees to post the vacancy **internally** for a minimum of ten (10) calendar days. Such notices are to be posted electronically. Employees on extended leave will notify the Employer and provide contact information if they want to be informed of such vacancies. **The Employer**

may also post such vacancies externally. The Employer shall not consult external applications until steps outlined in 45.04 a) through d) have been undertaken.

45.04 Method of filling vacancies

The following steps will be taken in the order indicated when staffing a position:

- a) The priority list – Such employees will be given priority of appointment based on continuous employment to a vacant position at the same or lower level of classification for which they are qualified or may within a reasonable period of training become qualified.
- b) The salary protection list - Employees will be given priority of appointment based on continuous employment, to a position at the same or lower classification level for which they are qualified or may within a reasonable period of training become qualified.
- c) The Eligibility List – Such employees will be given priority of appointment based on the order contained therein
- d) Following the completion of the process above, and if qualified candidates are not identified from a), b) or c) above, appointment will be made from a competition **held amongst candidates employed with the Employer** in accordance with the merit principle. In cases where it is found that two (2) or more candidates are considered relatively equal **in an internal selection process**, continuous employment will prevail.
- e) Following the completion of the process outlined in d) above, **should there be no internal candidate who meets the selection criteria for the position**, appointment may be made from a competition in accordance with the merit principle open to persons outside the Museum. ~~Vacant positions will not be advertised outside the Museum before the above noted steps have been completed.~~ **The Employer shall notify the Union Local in the event it is considering outside candidates consistent with this Article.**
- f) When an appointment needs to be extended beyond the initial duration of a competition, the Alliance should be consulted.
- g) An appointment for a period of less than three (3) months duration can be excluded from the requirements of this article, and may be further extended beyond the three (3) months with agreement from the Alliance.
- h) ~~In consultation with the Alliance, the Employer may, on occasion, advertise inside and outside the Museum simultaneously. This method may be used when a unique~~

~~position requires a combination of education and specialized experience not generally found within the CMN. The internal candidate prevails~~

Change in Status

The following shall apply to job titles classified as ME-01 and ME-02:

i) Notwithstanding any other provision in this Article, should a permanent full-time position become available, the position shall first be offered in order of seniority to permanent part-time employees currently working in the same job (i.e. same job title, job code, and classification level) provided that such employees meet the qualifications of the job, have completed at least 1 year of service in that job, and received a satisfactory performance evaluation for their most recent performance evaluation in that job.

ii) In the event that a permanent position becomes available, and the position is not filled consistent with i) above, the position shall then be offered in order of seniority to temporary employees currently working in the same job (i.e. same job title, job code, and classification level) provided that such employees meet the qualifications of the job, have completed at least 1 year of service in that job, and received a satisfactory performance evaluation for their most recent performance evaluation in that job.

iii) In the event that the position remains vacant after having considered employees in accordance with paragraphs i) or ii) above, the staffing process outlined in Article 45.04 a) to e) will apply.

For Union

For Employer

Letter of Understanding # 1
Between
The Canadian Museum of Nature
And
The Public Service Alliance of Canada

CMN Job Classification and Evaluation Plan

1. **The parties agree that the Employer will update the Job Evaluation Plan that is in effect upon signing of this Agreement. The Job Evaluation Plan consists of the Classification Standard, the point breaks/bands outlined in Appendix B of the Collective Agreement, the Job Evaluation Questionnaire (JEQ), and Benchmark positions. The Employer agrees to engage a consultant with demonstrated expertise in classification and job evaluation functions to recommend updates to the Job Evaluation Plan.**
2. **The Employer shall make every reasonable effort to engage said consultant within six (6) months of ratification of the parties' Collective Agreement. The parties agree that the six (6) month timeline under this clause may be mutually extended in light of changes to be implemented under the 2018 Pay Equity Act.**
3. **The parties agree that until the Job Evaluation Plan is updated as per this Letter of Understanding, only the current Job Classification and Evaluation Plan designed jointly by the Museum and PSAC will be used to classify jobs for PSAC members.**
4. **At the completion of the review and update of the Job Evaluation Plan, the Employer will evaluate all positions within the bargaining unit based on the revised Job Evaluation Plan. The evaluation shall take no more than eighteen (18) months.**
5. **On completion of #2 above and #8 below, disagreements with respect to the evaluation of positions shall be addressed in conformity with Article 33.**
6. **The parties recognize that the Employer must adhere to procurement guidelines and may take into account financial constraints when selecting the consultant for the project and the scope of work; however the Employer shall meaningfully consult with the Alliance with respect to choice of consultant, and consistent with 7. below, the scope of the work. The Employer cannot use financial constraints to absolve itself of its obligations and responsibilities outlined in this Letter of**

Understanding.

7. **The Employer agrees to meaningfully consult with the Alliance throughout all phases of the project, including the review, update, evaluation and appeal processes. More specifically, the Employer agrees to meaningful consult with the Alliance on the following matters:**
 - (a) **the scope of work to update the Job Evaluation Plan**
 - (b) **the updated Classification Standard;**
 - (c) **the JEQ (or revised mechanism) for soliciting job related input from all members of the bargaining unit;**
 - (d) **the benchmarks;**
 - (e) **the consultant's recommendations**
8. **The Employer shall:**
 - (a) **develop a communications plan in order to keep the Union Local and its members informed on the progress of the work undertaken;**
 - (b) **select a consultant with demonstrated expertise in matters of pay equity and job evaluation;**
 - (c) **ensure that any update of the Job Evaluation Plan is compliant with the Canadian Human Rights Act, the Pay Equity Act and sound job evaluation practices;**
 - (d) **evaluate all jobs in a manner which is free of gender bias and which reflects the relative value of jobs within the Employer;**
 - (e) **provide employees, in writing, with an evaluation rationale outlining the results of the evaluation of their position under the updated Job Evaluation Plan, including job ratings, and rationale;**
 - (f) **provide the Local with a copy of all evaluation results.**
9. **The effective date of the implementation of all pay actions required as a result of the Employer's evaluation of positions consistent with #4 above shall be on the next April 1 following the completion of the evaluation. This shall also be the date of implementation of any changes to the Job**

Evaluation Plan.

10. Article 32.07 of Collective Agreement will apply to employees whose positions have been reclassified downwards as a result of the evaluation of positions on the revised Job Evaluation Plan.
11. All time limits referenced herein may be extended by mutual agreement.
12. Both Parties retain their rights under article 27 of this Collective Agreement. Any new employee shall receive an orientation on the Job classification and Evaluation Plan including detailed information about his/her position

Letter of Understanding # 4
Between
The Canadian Museum of Nature
And
The Public Service Alliance of Canada

Pay Equity Committee

Consistent with the 2018 Pay Equity Act, the Employer agrees to establish a Pay Equity Committee.

1. The mandate of the committee shall be as set forth under the Act.
2. In addition to the parameters set out by the Act, the committee shall consist of an equal number of Alliance and Employer representatives.
3. The Alliance shall name its representatives.
4. Any time spent by employees doing committee work as Alliance-named representatives shall count as time worked.

Letter of Understanding – Cleaning Allowance

The Union agrees to the Employer proposed change to the current practice with respect to how employees are paid Cleaning Allowance with the understanding that no member of the bargaining unit shall see a reduction in compensation as a result of this change. The Employer agrees to notify and consult with the Alliance Local before implementation of such changes.

Any disagreement with respect to the interpretation of this Letter of Understanding shall be dealt with via Article 33 of the parties' collective agreement.

Policy on Clothing

Allowance For Protective Footwear

1.12.5 The amount of the allowance is **\$ 200 per year payable upon the submission of receipts. An employee who does not use their full allowance in a given year can carryover the remaining amount to the following year only.** ~~\$ 75. The allowance will be paid each time the employee submits proof of purchase~~

Letter of Understanding XX

This letter of understand will confirm the discussion between the parties regarding the creation of the Greeter position during the renewal of the Collective Agreement.

The Employer had a temporary Butterflies exhibit within the Museum that ran from December 2017 to April 2018 and from October 2018 to 31 March 2020. This temporary exhibit had a separate admission price and included Interpretation within the exhibit and these temporary functions (ticket sales and interpretation) were performed by ME-02 level positions.

The Museum will be opening a new permanent Butterflies exhibit starting 1 April 2020. This permanent offering does not include a separate admission price nor does it include Interpretation within the Museum space. Accordingly, the permanent exhibit will not be staffed with ME-02 positions.

However, in order to support the experience of our Visitors, the Museum will be creating and staffing Greeter positions (position number MN-1920) to perform the following functions relating to the Butterfly exhibit: greet visitors; control the flow of visitors and their access within the Museum; and provide them with basic information. They will not be handle cash, perform sales transactions, processing memberships or provide interpretation. Consequently, there will be no reduction in indeterminate ME-02 positions as a result of the Employer's creation of the ME-01 position for the purposes of the Butterflies exhibit.

The Employer further confirmed that it has no plans to eliminate the ticket sales at the theatre ticket counter.

Should the above change during the life of the Collective Agreement, the Employer shall meaningfully consult with the Union on the matter and the impact on staffing levels.

For the Union

For the Employer

Workplace Harassment and Violence Prevention and Resolution Policy

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Section 1 – General

1.01 - Policy Statement

- 1.01.01 Everyone at the Canadian Museum of Nature (CMN) has the right to be treated with respect and dignity and has the responsibility to treat others the same way. The purpose of this Policy is to prevent and resolve occurrences of workplace harassment and violence by identifying and addressing risk factors; training employees on the prevention and resolution of workplace harassment and violence; and resolving occurrences of workplace harassment and violence. Everyone should know what workplace harassment and violence is; what they should do to prevent it; and what can be done if it occurs.
- 1.01.02 The Resolution Process outlined in this Policy will be timely and efficient; fair and respectful to all involved parties; and conform with the requirements of the *Canada Labour Code*, and all other applicable laws and regulations.

1.02 - Application

- 1.02.01 This Policy applies to all CMN employees. Other persons in the workplace (for e.g. volunteers, research associates, contractors, visitors, etc.) must be advised in writing of their obligation to treat everyone at the CMN with respect and dignity and that they may be denied access to the CMN if they don't adhere to this obligation.
- 1.02.02 This Policy applies to occurrences in the workplace as well as CMN work-related activities conducted at, or away from, the workplace, including those occurring during or outside working hours, such as conferences, field work, social functions,

virtual, online or social media activities, training courses and travel or other situations where work relationships exist.

- 1.02.03 Employees having concerns regarding an occurring of workplace harassment and violence (as defined in Section 2.01.01) can pursue the resolution process outlined in this policy. Alternatively, any employee who feel that there has been a violation of the provisions of *Canadian Human Rights Act* with respect to them can address their concerns by filing a complaint with the Canadian Human Rights Commission and unionized employees can choose to address their concerns by filing a grievance in accordance with their collective agreement. Employees who believe there has been a violation under the *Criminal Code* are encouraged to also contact law enforcement in addition to seeking resolution through the above noted avenues.

1.03 - Rights and Roles

- 1.03.01 All employees have a right to:
- A safe workplace where they are treated with respect and dignity;
 - Have their complaint or complaint against them filed under this Policy resolved according to the processes stipulated in this Policy;
 - Seek and receive information about this Policy from a supervisor, human resources advisor, or union representative;
 - Have a union representative, a lawyer, or trusted individual (from inside or outside the CMN but who is not in a conflict of interest) accompany them or represent them, at any point in the dispute resolution process. (See Section 3.01.03); and
 - Protection against retaliation for reporting workplace harassment and violence or cooperating with a workplace harassment and violence investigation.
- 1.03.02 The role of all employees in relation to workplace harassment and violence prevention and resolution includes:
- Treating others in the workplace with respect and dignity and refraining from perpetuating workplace harassment and violence;
 - Making every effort to resolve any conflicts in which they are involved as soon as they arise and before they escalate;
 - Where appropriate and safe, informing a perpetrator of workplace harassment and violence that their actions are inappropriate and unwelcome.
 - Informing their supervisor or the designated recipient of any occurrence of workplace harassment and violence of which they experience or witness;
 - Making every reasonable effort to resolve an occurrence of workplace harassment and violence through negotiated resolution, as applicable;
 - Attending workplace harassment and violence prevention training as directed by the CMN;

- Cooperating in the resolution or investigation of any occurrence of workplace harassment and violence, as applicable;
- Refraining from retaliatory behaviour against anyone involved in the resolution process of an occurrence; and
- Respecting the confidentiality of all employees involved in a workplace harassment and violence complaint.

1.03.03 The role of all CMN supervisors and managers in relation to workplace harassment and violence prevention and resolution includes:

- Fostering a positive work environment, free of workplace harassment and violence;
- Taking action to address workplace conflicts as soon as they arise and before they escalate, whether or not a complaint has been made;
- Taking immediate action on any incident of workplace harassment and violence upon becoming aware of them, whether or not a complaint has been made;
- Ensuring all incidents of workplace harassment and violence are dealt with in a sensitive and confidential manner;
- Providing information regarding this Policy to any employee who asks for information; and
- Implementing appropriate corrective action as determined by the relevant authority.

1.03.04 The role of the Union Representative in relation to workplace harassment and violence prevention and resolution includes:

- Providing information, advice, representation and support to employees involved in an occurrence of workplace harassment and violence; and
- Accompanying employees at any point in the dispute resolution process.

1.03.05 The role of the Director, HR in relation to workplace harassment and violence prevention and resolution includes:

- Acting as the President's designated representative in the application of this Policy;
- Providing the President, managers, and supervisors with advice and information regarding workplace harassment and violence;
- Ensuring that this Policy is applied in a timely, consistent and confidential manner, and in conformity with the requirements of the *Canada Labour Code* and all other relevant legislation and regulations;

- Ensuring the Minister is provided with the reports specified in Sections 36 and 37 of the *Work Place Harassment and Violence Prevention Regulations: SOR/2020-130*;
- Making available to employees a list of the medical, psychological and other support services that are available to employees within the National Capital Region.

1.03.06 The role of the Designated Recipient in relation to workplace harassment and violence prevention and resolution includes:

- Responding to all notices of an occurrence within 7 days of receiving the notice;
- Initiating negotiated resolution with the principal party within 45 days after the day on which the notice of an occurrence is received;
- Conducting a review of every notice of an occurrence with the principal party against the definition of harassment and violence outlined in this policy;
- Making every reasonable effort to resolve an occurrence of workplace harassment and violence for which a notice of an occurrence is provided;
- Allowing the principal and responding party the option of participating in mediation (conciliation) if they both agree to participate in that process and agree on who is to facilitate it;
- Providing notice of investigation to the principal and responding parties if an investigation is requested by the principal party;
- In the case of an investigation, selecting a person to act as an investigator from the list of investigators developed jointly by the CMN and Health and Safety Committee;
- Ensuring that the investigator selected for an investigation possesses the necessary knowledge, training and experience required by the Regulations;
- Ensuring that the investigator has provided a written statement indicating that they are not in a conflict of interest with respect to the occurrence;
- Providing the investigator with all the information that is relevant to the investigation; and
- Providing monthly status updates to the principal and responding party, and their union representatives, on the status of the resolution process.

1.03.07 The role of the Health and Safety Committee in relation to workplace harassment and violence prevention and resolution includes:

- Developing, reviewing and updating this Policy, jointly with the Employer and the Workplace Harassment and Violence Advisory Committee, when a change is required and at least every 3 years;

- Developing, reviewing and updating a Workplace Assessment that identifies the risks related to workplace harassment and violence in the CMN workplace, jointly with the Employer ~~and the Workplace Harassment and Violence Advisory Committee~~, when required and at least every 3 years ;
- Developing, reviewing and implementing preventative measures to mitigate the risks identified in the Workplace Assessments, jointly with the Employer ~~and the Workplace Harassment and Violence Advisory Committee~~;
- Developing, reviewing and updating emergency procedures for the CMN, jointly with the Employer and the Workplace Harassment and Violence Advisory Committee;
- Developing, reviewing and updating workplace harassment and violence training, jointly with the Employer ~~and Workplace Harassment and Violence Advisory Committee~~, when a change is required and at least every 3 years;
- Receiving reports from the Employer regarding the number of workplace harassment and violence complaints resolved through Negotiated Resolution or Mediation;
- Reviewing information provided by Investigators consistent with Federal Work Place Harassment and Violence Prevention Regulation requirements and deciding, jointly with the Employer ~~and the Workplace Harassment and Violence Advisory Committee~~, which recommendations to implement; and
- Developing, jointly with the Employer ~~and the Workplace Harassment and Violence Advisory Committee~~, a list of investigators.

1.03.08 — The role of the Workplace Harassment and Violence Advisory Committee in relation to workplace harassment and violence prevention and resolution includes:

- ~~Developing, reviewing and updating this Policy, jointly with the Employer and the Health and Safety Committee, when a change is required and at least every 3 years;~~
- ~~Developing, reviewing and updating a Workplace Assessment that identifies the risks related to workplace harassment and violence in the CMN workplace, jointly with the Employer and the Workplace Harassment and Health and Safety Committee, when required and at least every 3 years ;~~
- ~~Developing, reviewing and implementing preventative measures to mitigate the risks identified in the Workplace Assessments, jointly with the Employer and the Health and Safety Committee;~~
- ~~Developing, reviewing and updating emergency procedures for the CMN, jointly with the Employer and the Health and Safety Committee;~~
- ~~Developing, reviewing and updating workplace harassment and violence training, jointly with the Employer and Health and Safety Committee, when a change is required and at least every 3 years;~~

- Receiving reports from the Employer regarding the number of workplace harassment and violence complaints resolved through Negotiated Resolution or Mediation;
- Acting as the “Workplace Committee” consistent with Section 30 (3) of Federal Work Place Harassment and Violence Prevention Regulations and therefore reviewing information provided by Investigators consistent with Federal Work Place Harassment and Violence Prevention Regulation requirements and deciding, jointly with the Employer, which recommendations to implement; and
- Developing, jointly with the Employer and the Health and Safety Committee, a list of investigators.

1.03.098 The role of the President and Chief Executive Officer in relation to workplace harassment and violence prevention and resolution includes:

- Acting as the ultimate authority in the application of this Policy;
- Ensuring the proper application of this Policy by her/his designated representative(s); and
- Determining what corrective action is appropriate where occurrences of workplace harassment and violence have been substantiated.

1.04 - Confidentiality

1.04.01 The CMN will make all reasonable efforts to preserve the dignity and privacy of all parties involved in an alleged occurrence of workplace harassment and violence. All parties involved in a resolution process are asked to keep the information regarding the occurrence and the resolution process confidential. They should refrain from discussing the complaint other than with a confidant or representative. Breaches in confidentiality might result in a complaint to the Privacy Commissioner and the CMN may also impose corrective action against the individual who disclosed the information.

1.04.02 Information collected by the CMN during the investigation and/or resolution of a complaint of workplace harassment and violence including the investigator notes is subject to the provisions of the *Access to Information Act* and the *Privacy Act*. Persons being interviewed as part of an investigation will be advised, prior to providing any information, that if the information concerns a specific individual, that person may have the right to access that information. Anyone interviewed will be given access to any information that they have provided.

1.04.03 Documentation relevant to a complaint will be maintained by the Human Resources Office and transmitted as protected material and will be excluded from the personnel files. In situations where disciplinary measures are taken, only the letter of discipline will be placed on the individual’s personnel file.

- 1.04.04 Members of the Health and Safety Committee reviewing a Summary report (see Section 3.08.04(h)) will sign a confidentiality agreement prior to reviewing information provided by an Investigator. The Employer shall meaningfully consult with the CMN PSAC and PIPSC Locals regarding the content of the confidentiality agreement.

Section 2 -- Workplace Harassment and Violence Definitions

2.01 - General Definition

- 2.01.01 As per the Canada Labour Code (the Code), workplace harassment and violence means any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.

2.02 - Harassment

- 2.02.01 Harassment can include, but is not limited to sexual harassment; abuse of authority; discrimination; hostile, insulting, rude, belittling, humiliating or degrading remarks; bullying (including cyberbullying); excluding or ostracizing someone; unwelcome jokes; taunting; insulting gestures; intimidation and making threats; stalking or inappropriately following someone; hiding, tampering with or vandalizing someone's work equipment or personal belongings; inappropriate volume or tone; comments about someone's personal life; gossip; displays of offensive pictures, materials or graffiti; and the physical or electronic distribution of offensive materials. Harassment is not dependent on organizational level and can occur between persons of any rank.
- 2.02.02 Harassment does not include consensual workplace banter and interactions (unless the banter includes hurtful remarks about others, especially if they pertain to any of the prohibited grounds listed below); reasonable management action carried out in a fair way (see below under abuse of authority); or workplace conflicts or disagreements, unless they have been poorly handled or unresolved and have then lead to harassment.

2.03 - Sexual Harassment

- 2.03.01 Sexual harassment can include, but is not limited to any unwanted verbal or physical advances, including those of a sexual nature or propositioning; unwanted physical contact, including contact of a sexual nature; sexually explicit statements or gestures; sexually discriminatory remarks; foul language of a sexual nature; sexual innuendo/insinuation; 'cat calls'; obscene gestures; displays or distribution of sexually explicit pictures, drawings or caricatures; enquires regarding

someone's sex life; and any verbal or physical advances, including those of a sexual nature, towards someone over whom the person has direct or indirect control or influence over their work, employment, training or promotional opportunities. Sexual harassment can be perpetrated by someone of any gender or sexual orientation upon someone of any gender or sexual orientation.

2.04 - Violence

- 2.04.01 Violence can include, but is not limited to pushing, shoving, spitting or other physical contact or gestures; and making verbal threats or threatening gestures-. It can include sexual violence, family violence and third-party violence.

2.05 - Abuse of Authority

- 2.05.01 Abuse of authority means improperly using the authority or power of one's position to endanger another person's job, undermine job performance, threaten the person's economic livelihood, or negatively influence the career of an employee. Threats can include both specific and implied threats.
- 2.05.02 Abuse of authority can include, but is not limited to belittling an employee's work, inappropriate volume or tone, reprimanding an employee in front of others, favoritism, unjustifiably withholding resources such as information, training, time or equipment that an employee needs for work, or preventing access to opportunities.
- 2.05.03 Abuse of authority (and harassment) do not include normal managerial activities, including evaluating performance, assigning work and deadlines, imposing disciplinary measures or other corrective managerial consequences, as long as these are not done in a discriminatory or abusive manner. Pointing out the reasonable consequences of poor job performance or conduct is not a threat, even if it makes the person uncomfortable or stressed, as long as it is done in a professional manner.

2.06 - Discrimination

- 2.06.01 Discrimination is an action or a decision that results in the unfair or negative treatment of a person or group, for reasons such as race, national or ethnic origin, colour, religion, age, sex (including pregnancy or childbirth), sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered (prohibited grounds listed in the *Canadian Human Rights Act*).

Section 3 -- Resolution Process

This section outlines the different stages of the resolution process. The exact process used will likely be different from case-to-case. A complaint may go through only one stage or many stages before it is resolved. Stages can occur simultaneously. Not all stages are mandatory.

3.01 - Terms

- 3.01.01 **Occurrence:** An incident (or series of incidents) of workplace harassment and violence as defined in Section 2.01.01 of this Policy.
- 3.01.02 **Principal Party:** The Principal Party is the individual who has allegedly experienced an occurrence in the workplace.
- 3.01.03 **Representative:** The Representative could be a union representative, a lawyer, or a trusted individual (from inside or outside the CMN). No one can act as a Representative that has a conflict of interest, including a supervisory role over any involved party. Parties to the resolution process can, at any point, be represented or assisted by a Representative.
- 3.01.04 **Responding Party:** The Responding Party is the individual who is allegedly responsible for an occurrence against the Principal Party.
- 3.01.05 **Third Party:** means a person who witnessed an occurrence or was informed of the occurrence by the Principal Party or the Responding Party.

3.02 – Stage 1: Informal Resolution

3.02.01 *Principal Party*

Attempting an informal resolution is not mandatory or required. However, if an employee feels comfortable with attempting an informal resolution, it may be beneficial for them to try to do so prior to filing a formal complaint. Informal attempts to resolve a situation may strengthen relationships between individuals and may provide the quickest resolution.

If an employee feels uncomfortable the behaviour of a colleague, supervisor/manager or subordinate, the employee should consider talking to the individual in question, to explain that the behaviour is causing discomfort and why. This can be done by speaking to the person directly or convey the information to them in writing. It is possible that the other individual is unaware how their behaviour affects the employee and may cease the behaviour once they are aware of the discomfort. If the conflict has resulted from a misunderstanding, an honest discussion may clear the air. The employee should keep notes for themselves about what happened, along with any relevant documents, in case they need them later to refresh their memory.

3.02.02 *Responding Party*

If an employee is told that their behaviour is causing someone else discomfort, they should stop the behaviour or replace it with a behaviour that doesn't make the other person uncomfortable. While this may mean a change to how the employee normally behaves, treating each other with respect and dignity requires that all individuals adopt behaviours that make everyone feel respected in the workplace. A person, who has offended another, involuntarily or not, should consider, in addition to stopping the behaviour, apologizing, especially before explaining their own point of view. A sincere apology can go a long way to clearing up misunderstandings and disagreements and opening the lines of communication. The employee should keep notes for themselves about what happened, along with any relevant documents, in case they need them later to refresh their memory.

3.03 – Stage 2: Formal complaint process

Employees subjected to workplace harassment and violence who have not resolved the matter through the informal resolution process outlined or who witness someone being subjected to workplace harassment and violence above are encouraged to notify their supervisor or the Designated Recipient as soon as possible.

Beginning the formal complaint process

3.03.01 *Beginning the process*

The formal complaint process is triggered by providing a complaint to one's supervisor or the Designated Recipient, who is the Director, Human Resources (currently Sonja Gonsalves). The complaint may be delivered orally, in a written letter/document or email. Anyone wishing to file a complaint may request the assistance of a Representative. A complaint must include:

- The name of the Principal Party and the Responding Party, if known;
- The date of the occurrence; and
- A detailed description of the occurrence.

3.03.02 Complaints can be filed by Third Parties and can be filed anonymously.

3.03.03 **a)** If, for any occurrence, the Principle Party or Responding Party is the Director, HR, the Designated Recipient shall be the Vice-President, Corporate Services (currently Charles Bloom).

b) If, for any occurrence, the Principle Party or the Responding Party is the President and Chief Executive Officer, the complaint would be provided to the Chair of the Board of Trustees (currently Judith LaRocque) who would communicate with the Office of the Minister of Canadian Heritage and they

would determine who would fulfill the roles and responsibilities of the Designated Recipient and the President and Chief Executive Officer outlined in this policy with respect to the resolution of the complaint.

- 3.03.04 **Timeline:** The entire formal complaint process (Sections 3.03 through 3.09) must be concluded within one year after the day in which the supervisor or the Designated Recipient received a formal complaint. If the Principal Party or Responding Party is temporarily absent from work for more than 90 consecutive days after the day on which the supervisor or the Designated Recipient receives a complaint, the complaint must be resolved within the later of, one year after the day in which the supervisor or the Designated Recipient received the formal complaint, and six months after the day on which the temporarily absent party returns to work.
- 3.03.05 **Timeline:** Former employees may file a formal complaint within three months after the day they cease to be employed by the CMN, or within three months after the day on which a formal complaint to which they are a party is deemed to be resolved, whichever is later. This timeline may be extended by the Minister of Labour.

3.04 - Assessment of Complaint

- 3.04.01 Within seven (7) days after the day on which the supervisor or the Designated Recipient was provided with the complaint, the Designated Recipient will provide the person who filed the complaint with confirmation that it was received if they are not anonymous. The Designated Recipient will also inform the Union Representative(s) of the employees involved.
- 3.04.03 If the Responding Party is not an employee of the CMN and the occurrence described in the complaint is a normal condition of the Principal Party's work and the CMN has measures in place to address that workplace harassment and violence, the Designated Recipient will declare the complaint resolved. However, the Designated Recipient will nonetheless follow up with the person who filed a complaint and ensure that the appropriate supervisors are made aware of the complaint and that the measures in place to address that workplace harassment and violence have been employed. In all cases, the Designated Recipient will also forward the appropriate information to the Health and Safety committee to conduct a review of the Workplace Assessment. (See Section 5.02.04).
- 3.04.05 If the complaint does not contain the name of the Principal Party or otherwise allow their identity to be determined, the Designated Recipient will declare the complaint resolved.

3.05 - Notice of Complaint

- 3.05.01 *Principal Party*

The Designated Recipient will, within seven (7) days after the day on which they received the complaint, contact the Principal Party and

- (a) Confirm that the complaint has been received or inform them that a complaint has been received;
- (b) Explain this Policy and each step of the resolution process;
- (c) Inform them that they may, at any time, be represented during the resolution process and confirm from them the name of their union representative;
- (d) Inform them that, any time during the resolution process, they may inform the Designated Recipient that they do not want to continue with the process, and the process will end.
- (e) Arrange for a meeting between the Principal Party and the Designated Recipient, if the Principal Party chooses;
- (f) Inform the Principal Party how they can notify the Designated Recipient if they want to proceed with the resolution process;
- (g) Inform the Principal Party that, beginning on the first month after the month in which they are contacted regarding the complaint, they will be provided with a monthly update on the status of the complaint, and that the updates will end on the month in which the resolution process is completed.

3.05.02 **Timeline:** If, at any time prior to the issuance of the investigation report regarding the complaint in Stage 3, the Principal Party indicates that they do not want to continue with the complaint, the resolution process will cease. However, the CMN and Health and Safety Committee will nonetheless complete a review of the Workplace Assessment and update it, if necessary. (see Section 5.02.04). The Designated Recipient must ensure that the review, and the updates of the Workplace Assessment have taken place within one year from the date on which the supervisor or the Designated Recipient received the complaint.

3.05.03 If the Designated Recipient assesses, in consultation with the union representative, the complaint does not describe an alleged action, conduct or comment that constitutes workplace harassment and violence as defined in Section 2.01.01 of this Policy, they shall provide that assessment to the Principal Party and their union representative. If the Principal Party agrees, the complaint shall be deemed to be resolved. The Designated Recipient may nonetheless provide options to the Principal Party for resolving the behaviour alleged in the complaint. This can include the use of mediation or other alternate dispute resolution techniques. However, if the Principal party is not in agreement with the Designated Recipient's assessment, the Principal Party may choose to continue the resolution process outlined in this Policy.

3.05.04 *Responding Party*

If the Principal Party proceeds with the complaint, the Designated Recipient will, in the first communication to the Responding Party concerning the complaint,

- (a) Inform them that they have been named or identified as the Responding Party in a complaint;
- (b) Explain this Policy and each step of the resolution process;
- (c) Inform them that they may, at any time, be represented during the resolution process and confirm from them the name of their union representative; and
- (d) Inform them that beginning on the first month after the month in which they are contacted about the complaint, they will receive a monthly update on the status of the complaint, and that the updates will end on the month in which the resolution process is completed.

3.05.05 **Note:** The Principal Party will be advised before the Responding Party is advised of the existence of the complaint and before the complaint is shared with the Responding Party. Both the Principal Party and the Responding Party will be made aware of what information is being shared with the other party, before it is shared. When the Principal Party does not want to proceed with the complaint, the Responding Party will not be informed of the existence of the complaint nor provided a copy of the complaint.

3.05.06 *Separation*

Once the Responding Party has been notified of the complaint, if it is deemed to be in the best interests of both parties, the Principal Party and the Responding Party may be physically and/or hierarchically removed from one another until the complaint is resolved. The responsible manager, in consultation with Director, HR, will implement the necessary course of action.

Where separation is not possible despite all efforts, and the Principal Party or the Responding Party indicates that the situation is extremely difficult and stressful, the Director, HR could provide both parties with information on other options.

3.06 – Negotiated Resolution

3.06.01 The Designated Recipient, the Principal Party and the Responding Party, if they have been notified of the complaint, will make every reasonable effort to resolve the occurrence. The Principal and Responding Party can choose to be accompanied by their union representative at all times during this process. These efforts could include the Designated Recipient having separate and/or joint conversations with the Principal Party and the Responding Party, in the presence of their union representative if they choose, with the goal of negotiating a

resolution to the complaint and crafting a plan for the relationship between the parties going forward. No measures provided for under this clause shall be imposed on a party. Any efforts provided for under this clause must be consented to by all parties. This resolution can occur at any time prior to the investigator issuing their investigation report in Stage 3.

- 3.06.02 **Timeline:** Efforts to begin a negotiated resolution must begin no later than 45 days after the complaint is provided to the Designated Recipient.

3.07 - Mediation (Conciliation)

- 3.07.01 At any time after both the Principal Party and the Responding Party have received notification of the complaint but before an investigator issues their investigation report in Stage 3, the Principal Party and the Responding Party may choose to attempt to resolve the complaint by way of mediation, provided that they both agree to mediation and on the choice of the mediator. The Principal and Responding Party can be accompanied by their union representative at all times during this process.
- 3.07.02 Mediation is a voluntary process in which a qualified neutral party provided by the CMN assists the Principal Party and Responding Party to come to a resolution that is satisfactory to both. Discussions that occur during mediation are confidential and without prejudice. The mediator does not have the authority to impose binding decisions nor can they testify in a proceeding, should the matter not be resolved through mediation. Resolutions during mediation are only achieved with the agreement of both parties.
- 3.07.03 If both the Principal Party and the Responding Party notify the Designated Recipient that occurrence has been successfully resolved through mediation, the complaint will be closed.

3.08 – Stage 3: Investigation

- 3.08.01 Provided that the complaint has not been resolved under Stage 2, if the Designated Recipient has received notice from the Principal Party at any time that they want to proceed with an investigation, the Designated Recipient will provide notice to both parties, and their union representatives, that an investigation will be carried out.
- 3.08.02 The Designated Recipient will select an investigator to conduct the investigation, from the list of investigators approved by the Employer, and the Workplace Health and Safety Committee.

3.08.03 Once an investigator is selected, the Designated Recipient will provide the investigator with all information that is relevant to the investigation.

3.08.04 The Investigator is responsible for:

- (a) Providing the Designated Recipient, the Principal Party and Responding Party with a written statement indicating that the Investigator is not in a conflict of interest in respect to the complaint or any of the parties involved.
- (b) Communicating with the Principal Party to ensure that allegations, circumstances and description of incidents outlined in the complaint are clear and complete.
- (c) Gathering, examining and recording of all relevant facts from available documentation.
- (d) Giving the Responding Party the opportunity to reply to the allegations.
- (e) Interviewing witnesses named by both parties or any others the Investigator deems appropriate.
- (f) Preparing the following reports:
 - (i) **Preliminary report:** Before the final report is written, the Investigator will prepare a report that provides a detailed description of the occurrence. The Principal Party and the Responding Party will be given the opportunity to review the report and provide comments. Witnesses will also have the opportunity to review and comment on the part of the report that relates to their testimony. The preliminary report will not contain analysis or conclusions. The Investigator will review all comments and integrate relevant information into the final report.
 - (ii) **Final report:** This report will include a detailed description of the occurrence, an explanation of the investigation's methodology, the Investigator's analysis and findings, and the Investigator's recommendations. The recommendations will include suggested actions for resolving the specific situation, and actions to eliminate or minimize the risk of similar occurrences.
 - (iii) **Summary report:** The Investigator will also provide a summary report that does not disclose, directly or indirectly, the identity of the persons who were involved in the occurrence, including the Principal Party, the Responding Party, or witnesses. The report shall include a general description of the occurrence, their conclusions, including those related to the circumstances in the workplace that contributed to the occurrence, and their recommendations to eliminate or minimize the risk of a similar occurrence.
- (g) **Timeline:** The final and summary reports will be submitted to the Director, HR within sixty (60) calendar days of the start of the investigation or the

Investigator will provide reasons why a longer period of time is required and propose a new deadline. Both the Principal Party and the Responding Party will receive a copy of the final and summary reports. Both parties may submit in writing a final submission to be included with the final report.

- (h) The summary report will be given to the **appropriate** CMN Health and Safety Committee, which will decide, jointly with the Employer, which recommendations of the report are to be implemented.

3.08.05 **Note:** If during the course of the interview process, the Investigator is presented with what they deem to be a new allegation of an occurrence, the Investigator will send this new information to the Designated Recipient. The Investigator will also recommend to the person to who experienced the occurrence, that they could lodge a new and separate complaint if they wish to do so.

3.09 - Actions Based on the Final Report

3.09.01 The Director, HR will forward the investigator's final report and both parties' final submissions and to the President. Based on the Investigator's findings of whether or not workplace harassment and violence has occurred, the President will decide on one or more courses of action according to the Section 3.09.03.

3.09.02 **Timeline:** The President will communicate their decision within 10 working days to both parties. The Director, HR will institute the corrective action, remedies, changes in work situation within 1 week of the people involved being informed of the decision.

3.09.03 *Complaint is Founded*

If a complaint is founded, the Responding Party may be required to undertake one or a combination of the following:

- Formal apology;
- Training in appropriate workplace behaviour;
- Professional counseling.

The Responding Party may also be disciplined. The discipline will be in keeping with the seriousness of the complaint. It may include any one of the following or a combination of the following:

- Transfer;

- Demotion;
- Removal of supervisory/management responsibilities;
- Oral or written reprimand;
- Suspension without pay;
- Termination of employment.

3.09.04 The notice of discipline and/or corrective action will be sent to the Responding Party and be placed on his/her personnel file according to the terms of his/her collective agreement, if any.

3.09.05 *Remedy for the Principal Party*

The CMN will make every reasonable effort to remedy the effects of the occurrence in consultation with the Principal Party. The Principal Party may receive one or more of the following, depending on the severity of the occurrence and what he/she lost because of it;

- An oral or written apology
- A job, promotion or training experience that was unreasonably denied
- A commitment that he/she will not be transferred or will have a transfer reversed, unless she/he chooses to move;
- Lost wages;
- Compensation for any lost employment benefits such as sick leave;
- Other measures as appropriate.

3.09.06 **Note:** The Principal Party has the right to request and be given information on the corrective measures, including the disciplinary penalties, taken against the Responding Party. This information is confidential.

3.09.07 *Complaint is founded, but both sides were found to have engaged in workplace harassment and violence*

The behaviour of both parties will be evaluated separately, and any measures will be based on their own conduct. One or both parties could also be disciplined, depending on the circumstances in which the conflict evolved. If discipline is applied, a copy of the notice of discipline will be provided to the person(s) disciplined and placed in the personnel file(s) concerned.

3.09.08 The parties may be asked to take part in training or counselling or to participate voluntarily in mediation if the Director, HR and the responsible manager decide that their participation would help restore a positive working relationship. Third parties and supervising managers affected by the conflict may also be asked to participate.

3.09.09 *Complaint is not founded*

A complaint may be rejected for a variety of reasons. There may be not enough evidence, the problem identified may not meet the definition of workplace harassment and violence as outlined in this Policy, or the complaint may stem from a difference in perception where the Responding Party could not reasonably be expected to have known that their behaviour was offensive or unwelcome.

If the complaint is not founded, no disciplinary action will be taken against the Responding Party and his/her personnel file will not contain any reference to the complaint.

There will be no penalty to the person who complained, and no record placed in his/her personnel file, unless the complaint was made in bad faith as described in Section 3.09.10.

However, any conflict, whether or not it meets the definition of workplace harassment and violence has an impact on the people involved and the workplace. Managers and employees still have a role to play to try to resolve conflict wherever it exists using informal mechanisms.

3.09.10 *Complaint was made in bad faith*

A complaint made in bad faith means that the person making it had absolutely no basis and deliberately and maliciously filed the complaint. Such cases are considered serious and the Principal Party may be disciplined. Disciplinary measures may include any of those mentioned in paragraph 3.09.03. The notice of discipline will be given to the Principal Party and placed in his/her personnel file. Appropriate steps may also be taken, with the approval of the Responding Party of the false complaint, to correct any mistaken impression left by the complaint.

3.10 - Retaliation

3.10.01 Retaliation, for the purposes of this Policy, is defined as taking negative or punitive action towards someone because that person exercised or is expected to exercise their role under this Policy. Retaliation includes imposing disciplinary,

administrative or other measures, or engaging in other behaviours that adversely affect the person's terms of employment or working conditions, including those relating to working relationships. It also includes making direct or implied threats of retaliation and directing or encouraging others to engage in retaliation. It does not include the actions listed in section 3.09 of this Policy nor does it include normal managerial activities, including evaluating performance, assigning work and deadlines, imposing disciplinary measures or other corrective managerial consequences, as long as these are not done because an employee exercised their role under this Policy.

- 3.10.02 As retaliation can discourage employees from exercising their role under this Policy and reduces the ability to prevent and resolve occurrences of workplace harassment and violence, acts of retaliation are strictly prohibited and persons who are involved in an occurrence or the resolution of an occurrence are protected from retaliation.
- 3.10.03 Employees who believe that they have been subjected to retaliation are encouraged to advise their supervisor or the Designated Recipient. Allegations of retaliation shall be investigated by the Employer and any employee found to have retaliated against another employee will be subject to disciplinary actions listed in Section 3.09.03, up to and including termination of employment.

Section 4 -- Jointly Developed Policies and Procedures

4.01 Health and Safety Committee

- 4.01.01 The VMMB and NHC Health and Safety Committees will jointly serve as the Health and Safety Committee referenced in this policy.
- 4.01.02 The VMMB and NHC Health and Safety Committees will jointly serve as the Applicable Partner referred to in the *Canada Labour Code's Work Place Harassment and Violence Prevention Regulations* in all cases, except as described in Section 4.01.03.
- 4.01.03 The VMMB and NHC Health and Safety Committees will separately serve as the Applicable Partner for the purpose of reviewing an Investigator's Summary report (see Section 3.08.04(h)), meaning the VMMB Health and Safety Committee will

review Summary reports on occurrences taking place at the VMMB, and the NHC Health and Safety Committee will review summary reports on occurrences taking place at the NHC. The Health and Safety Committee not reviewing a Summary report will be informed of any recommendations the reviewing Health and Safety committee accepts from a summary report.

- 4.01.034 If the Employer and the Health and Safety Committee are unable to agree on a matter than in the Policy is to be done jointly by them, the Employer's decision prevails, as specified by Section 2 the *Canada Labour Code's Work Place Harassment and Violence Prevention Regulations*.
- 4.01.05 Any member of a Health and Safety Committee who is the Primary Party or Responding party or witness to an occurrence where a Final report and Summary report have been issued, will recuse themselves from their Health and Safety Committee duties until the Committee has made its recommendations related to the Summary report. The member must notify one Health and Safety Committee co-chair of their need to recuse themselves (but no additional information is required). The co-chair will mark them as absent from committee meetings during their recusal.
- 4.01.04 A Workplace Harassment and Violence Advisory Committee, consisting of at least two (2) PSAC representatives and one (1) PIPSC representative, will receive concurrently all documents and information provided to the Health and Safety Committee under this Policy with respect to workplace harassment and violence.
- 4.01.05 — The Health and Safety Committee will consult the Workplace Harassment and Violence Advisory Committee during any review or update to this Policy, Workplace Assessment, Preventative Measures, Emergency Procedures and the Training.
- 4.01.06 — Time spent on Workplace Harassment and Violence Advisory Committee duties shall be considered time worked for any employees named to the Workplace Harassment and Violence Advisory Committee.

4.02 Workplace Assessment

- 4.02.01 The Employer and the Health and Safety Committee will jointly carry out a Workplace Assessment that identifies the risks related to workplace harassment and violence.
- 4.02.02 Based on the identified risk factors for workplace harassment and violence, the Employer and Health and Safety Committee, will jointly develop and implement preventative measures to, as much as feasibly possible, mitigate the risks.
- 4.02.03 The Workplace Assessment and the preventative measures identified by the Employer and Health and Safety Committee taken in response to the Assessment will form the Procedures on Promoting a Safe Workplace

4.02.04 *Review*

The Employer and the Health and Safety Committee will review, and if necessary, update, the Procedures on Promoting a Safe Workplace in the following situations:

- Every three years after the creation or last review of the Workplace Assessment;
- The risks identified in the Workplace Assessment change;
- The effectiveness of the preventative measures decreases;
- The Designated Recipient receives a complaint under Section 3.03 of this Policy, but the resolution process does not proceed because
 - o The Principal Party chooses not to proceed with the complaint;
 - o The Principal Party withdraws the complaint or ends the resolution process prior to resolution;
 - o The Responding Party to a complaint is not an CMN employee.

- 4.02.05 Any review of the accuracy of the Procedures on Promoting a Safe Workplace will consider the circumstances that prompted the review.
- 4.02.06 If a review or update process is being conducted, and another occurrence that would prompt a review or update occurs, that occurrence may be added to the ongoing process, provided it deals with substantially the same matter.

4.03 - Training

- 4.03.01 The CMN will provide all employees with training on workplace harassment and violence prevention and resolution. This training will cover:
- elements of the workplace harassment and violence prevention policy;
 - the relationship between workplace harassment and violence and the prohibited grounds of discrimination under the *Canadian Human Rights Act*; and,
 - how to recognize, minimize and prevent workplace harassment and violence.
- 4.03.02 All new employees will receive training within three months after the day on which employment begins. All employees hired on or before January 1, 2021 will receive this training before January 1, 2022. Further, all employees will receive this training again once every three years.
- 4.03.03 The Procedures on Workplace Harassment and Violence Training will contain the curriculum jointly developed by the Employer and the Health and Safety Committee for the purpose of providing information, instruction and training on the prevention and resolution of workplace harassment and violence.
- 4.03.04 Members of the Health and Safety Committee will receive specialized training regarding their role and responsibilities as committee members. All such training shall take place on work time. The Employer shall meaningfully consult with the PSAC and PIPSC Locals regarding the content of this training.

4.04 – Emergency Procedures

- 4.04.01 The Employer and Health and Safety Committee will jointly develop emergency procedures that are to be implemented if an occurrence (or threat of an occurrence) poses an immediate danger to the health and safety of an employee.
- 4.04.02 Following an occurrence where emergency procedures are implemented, the Employer and the Health and Safety Committee will review and, if necessary, update the procedures.

4.05 – Report to the Health and Safety Committee

- 4.05.01 Every six months, the Employer will provide the Health and Safety Committee with a report that outlines the following details regarding Section 3.03.01

complaints that were resolved through Negotiated Resolution (Section 3.06) or Mediation (Section 3.07):

- The total number of occurrences that were completed, respectively, through Negotiated Resolution and Mediation processes;
- The number of occurrences that related, respectively, to sexual harassment and violence, and non-sexual harassment and violence;
- The locations where the occurrences took place, specifying the total number of occurrences that took place in each location;
- The types of workplace relationships that existed between the Principal Party and Responding Party, specifying the total number for each relationship type; and
- The average time, expressed in months, that it took to complete the resolution process for an occurrence.

Section 5 - Records

5.01 - Records

5.01.01 The CMN will keep copies of the following documents for a period of ten (10) years.

- Any previous versions of this Policy.
- All documents that form part of a Workplace Assessments or a review and/or update of a Workplace Assessment.
- For any matter where the Employer and the Health and Safety Committee cannot jointly make a decision and the Employers decision prevails (as per Section 5.01.03), records of the Employer's decision in the matter, and the reasons for that decision.
- Any reports produced by an investigator under Section 3.08.04(f)(iii) of this Policy.
- All formal complaints filed under Section 3.03.01 of this Policy.
- Documents setting out the reason why the time limit set out in Section 3.03.04 of this policy was not met.
- Reports provided to the Minister, as required by Sections 36 and 37 of the *Work Place Harassment and Violence Prevention Regulations* to the *Canada Labour Code*.

5.01.02 The documents referred to in Section 6.01.01 and all other documents related to formal complaints made under this Policy will be maintained by the Human Resources Office. These documents will be excluded from personnel files.

Section 6 – Effective and Review Date

6.01.01 Date issued: January 1, 2021

Replaces: 2305 Policy on no Discrimination and No Harassment.

Review cycle: Every three (3) years, or as required, to ensure consistency with changes to OHS related legislation, regulations, and directives.

Appendices

Appendix A

Preventing Workplace Harassment and Violence

Appendix B

Quick Reference Chart

List of Related Procedures

Emergency Procedures

Procedures on Promoting a Safe Workplace

Procedures on Workplace Harassment and Violence Training

APPENDIX A

PREVENTING WORKPLACE HARASSMENT AND VIOLENCE

Dealing with conflict appropriately and preventing workplace harassment and violence is better than trying to repair the damage workplace harassment and violence causes or sometimes having to live with harm that cannot be undone. Many may suffer if it is not stopped. Everyone can contribute to an atmosphere of mutual trust, support and respect. Politeness, tact, restraint and consideration for others are the basic tools for getting along together. They are as indispensable in the workplace as they are in any situation that brings people together. Here are some tips:

- A) ***Ask.*** If you are not sure if something you do or say could offend someone - ask. This is a good practice for a highly diverse work environment. Whereas some comments and behaviour are obviously degrading, embarrassing or insulting, others are not so clearly offensive. As well, what is offensive varies from person to person and will also change according to the context. When in doubt - ask.
- B) ***Speak up.*** People made uncomfortable by the behaviour or words of others should communicate their concerns. Others cannot always reasonably be expected to know what is offensive to you. It can actually be helpful if you tell them. While this is not always an option, in some instances simply letting the person know can open the lines of communication that can lead to mutual understanding and resolution.
- C) ***Be sensitive*** to non-verbal signals and body language. Although someone who feels offended by certain comments or behaviour should speak up, many may not feel comfortable doing so. Non-verbal behaviour (tone of voice, facial expression, sudden silence) often indicates discomfort with what is being said or done. Sensitivity to non-verbal clues may assist people to become more aware of the effect of their words or actions on others.
- D) ***Apologize.*** Even if a person did not intend to offend, if what he or she said or did made another feel uncomfortable, embarrassed, degraded or exploited, then there is a problem. An apology and a change in behaviour could go a long way to restoring a comfortable environment.
- E) ***Act.*** Yelling or reprimanding someone in front of co-workers, the display of offensive posters or other materials, rudeness, name-calling or similar inappropriate behaviour are often observed by others. If you see a behaviour that is inappropriate to the workplace, speak to the person responsible, in private, and describe how his or her

behaviour came across. You can also discuss inappropriate behaviour privately with the person who was the target. Be discreet and supportive, and encourage that person to take appropriate steps to stop the problem. Everyone can act to diffuse conflicts before they become serious and set a good example by showing appropriate respect for all.

APPENDIX B

[Two page PDF diagram of the Workplace Harassment and Violence Resolution Process goes here]