

BARGAINING PROPOSALS

BETWEEN



and the

NATIONAL MUSEUM OF SCIENCE AND TECHNOLOGY

Subject to Errors and Omissions

INTRODUCTION

Without prejudice to the Public Service Alliance's position during the negotiations, the PSAC reserves the right to introduce new proposals, amend or withdraw its demands, or introduce counter-proposals to the Employer's demands.

Any Article, Clause, Memorandum of Understanding, or other matter not specifically referred in this document is proposed for renewal.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

New:

Service means all continuous and non-continuous employment with the Corporation from the employee's initial date of hire with the Corporation and shall be determined on a cumulative basis.

ARTICLE 8

WORK OF THE BARGAINING UNIT

- 8.01 (a) ~~Employees of the Corporation~~ **Persons** not covered by the terms of this Agreement will not perform duties normally assigned to ~~these employees who are covered by this Agreement except for the purposes of instruction, experimentation, or in emergencies. The Corporation will inform the Alliance Local of such situations.~~
- (b) **Reserve pending the Corporation's providing a copy of its Directive.**
- (c) No full-time employees within the Bargaining Unit shall be laid-off by reason of his or her duties being assigned to one or more part-time employees, ~~prior to meaningful, constructive consultation with the Local Representatives. This consultation will be done in accordance with clause 39.03.~~
- (d) No employee within the Bargaining Unit shall be laid off **or suffer any reduction in hours or status**, by reason of his or her duties being assigned to volunteers.
- (e) When employees request an opportunity to job-share the parties agree to negotiate all necessary provisions of such an arrangement. Such requests will not be unreasonably denied.
- (f) **There shall be no contracting out of bargaining unit work.**

Use of temporary and contract employees

- 8.02 **Union reserves the right to make proposals concerning 8.02 pending the Corporation's providing of information concerning its use of temporary and contract employees.**

Seasonal employees

- 8.03 (a) **When the Corporation strikes seasonal employees off strength at the end of a work season, it shall do so in reverse order of service. When the Corporation recalls seasonal employees, it shall do so in order of service. Seasonal employees who have been given a satisfactory season-end appraisal will be recalled by the Corporation in order of service for the subsequent work season, subject to operational requirements.**

ARTICLE 11

USE OF EMPLOYER FACILITIES

~~11.03.1~~ A duly accredited representative of the Alliance ~~may~~ **shall** be permitted access to the Corporation's premises to assist in the resolution of a complaint or grievance **or to meet with the Local and any of the members or management representatives.** ~~and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Corporation.~~

ARTICLE 15

LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

Contract Negotiation Meetings

- 15.05 (a) When operational requirements permit, the Corporation will grant leave with pay to ~~two~~ **three** employees for the purpose of attending contract negotiation meetings on behalf of the Alliance, ~~up to a maximum of ten (10) days for each employee~~

ARTICLE18

DESIGNATED PAID HOLIDAYS

18.01 Subject to clause 18.02, the following days shall be designated paid holidays for employees:

(b) Family Day

ARTICLE 19

VACATION LEAVE

19.02 An employee shall earn vacation leave credits at the following rate for each calendar month:

- (a) 6% of the hours worked at straight-time rate calculated each month up to a maximum of one and one-quarter (1 1/4) days or one (1) day in the case of herdspersons or three-quarter (3/4) day in the case of security officers, until the month in which the anniversary of the employee's fifth (5th) year of service occurs;
- (b) 8% of the hours worked at straight-time rate calculated each month up to a maximum of one and two-thirds (1 2/3) days or one and one-third (1 1/3) days in the case of herdspersons or one (1) day in the case of security officers, commencing with the month in which the employee's fifth (5th) anniversary of service occurs;
- (c) **9% of the hours worked at straight-time rate calculated each month up to a maximum of one and eleven-twelfth (1 11/12) days or one and one-half (1 1/2) days in the case of herdspersons or one and one-seventh (1 1/7) day in the case of security officers, commencing with the month in which the employee's tenth (10th) anniversary of service occurs;**
- (d) 10% of the hours worked at straight-time rate calculated each month up to a maximum of two and one-twelfth (2 1/12) days or one and two-third (1 2/3) days in the case of herdspersons or one and one-quarter (1 1/4) days in the case of security officers, commencing with the month in which the employee's fifteenth (15th) anniversary of service occurs;
- (e) **11% of the hours worked at straight-time rate calculated each month up to a maximum of two and one-third (2 1/3) days or one and seven-eighth (1 7/8) days in the case of herdspersons or one and two-fifth (1 2/5) days in the case of security officers, commencing with the month in which the employee's twentieth (20th) anniversary of service occurs;**
- (f) 12% of the hours worked at straight-time rate calculated each month up to a maximum of two and one-half (2 2) days or two days (2) in the case of herdspersons or one and one-half (1 1/2) days in the case of security officers, commencing with the month in which the employee's twenty-fifth (25th) anniversary of service occurs.

A full-time employee shall accumulate vacation leave credits at the above rate based on regular full-time hours for each calendar month for which the employee receives pay for at least ten (10) days or eight (8) days in the case of herdspersons or six (6) days in the case of security officers.

Scheduling of Vacation Leave With Pay

- 19.06
- (a) Employees are expected to take all of their vacation leave during the year in which it is earned.
 - (b) In order to maintain operational requirements, the Corporation reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
 - (i) to provide an employee's vacation in an amount and at such time as the employee may request;
 - (ii) not to cancel a period of vacation leave which has been previously approved.
 - (c) **In the event that two (2) or more employees request vacation leave for the same period and due to operational requirements, the Corporation cannot accommodate all the requests, years of service shall prevail**

ARTICLE 22

EDUCATION LEAVE WITHOUT PAY & CAREER DEVELOPMENT LEAVE

- 22.08 (c) An employee who attends a conference or convention ~~at the request~~ **with the approval** of the Corporation to represent the interests of the Corporation shall be deemed to be on duty, and as required, in travel status. The Corporation shall pay the registration fees of the convention or conference the employee is required to attend.

Selection Criteria

- 22.10 **Union reserves the right to make proposals regarding 22.10 pending the Corporation's providing of information concerning its selection practices.**

ARTICLE 23

OTHER LEAVE WITH OR WITHOUT PAY

Leave With Pay for Family Related Responsibility

- 23.08 (a) For the purpose of this clause, family is defined as spouse, children (including foster children or children of spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Corporation shall grant leave with pay under the following circumstances:

a maximum of **sixteen (16)** days or **twelve** and four-fifth days (**12 4/5**) in the case of herdspersons or **nine** and six-tenth (**9 6/10**) days in the case of security officers of leave with pay in a fiscal year which may be taken consecutively:

- (A) to provide for the temporary care of a sick member of the employee's family;
- (B) for appointments of a professional nature (lawyer, doctor, others);
- (C) for moving (maximum of one day);
- (D) for fire or flooding of the employee's residence;
- (E) for writing an examination for the purpose of professional development;
- (F) for observance of religious holidays;
- (G) for working as a volunteer for a charitable or community organization or activity (maximum of one day);
- (H) for reasons of a personal nature (maximum of one day);
- (I) for a medical or dental appointment when the family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;**
- (J) for needs directly related to the birth or adoption of the employee's child.**

employees are required to provide the Corporation with five (5) days notice for leave under (C), (F),(G) and (H);

**ARTICLE 26
HOURS OF WORK**

and

APPENDIX B

and

**LETTER OF INTENT
HOURS OF WORK**

The Union shall be tabling proposals concerning Article 26, Appendix B and the parties' Letter of Intent concerning Hours of Work pending the Corporation's providing of scheduling and other related information.

ARTICLE 31

TRAVELLING TIME

31.02 When an employee ~~is required to~~ travels on Corporation business, the time of departure and the means of such travel shall be determined by the Corporation and the employee will be compensated for travel time in accordance with clauses 31.03 and 28.03. Travelling time shall include necessary time spent at each stopover en route provided such stopover is not longer than three (3) hours.

ARTICLE 33

SUSPENSION & DISCIPLINE

- 33.01 When an employee is required to attend a meeting, the purpose of which is to **conduct an investigation or** render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a union representative attend the meeting. The employee shall receive a minimum of one "day" notice of, **and the reason(s) for,** such a meeting and shall be advised of the right to have a union representative attend the meeting.

ARTICLE 35

EMPLOYEE PERFORMANCE REVIEW & EMPLOYEE FILES

The Union reserves the right to table proposals concerning Article 35 pending discussion with the Corporation about issues associated with this Article's application.

ARTICLE 38

GRIEVANCE AND ARBITRATION PROCEDURE

Definitions

- 38.01
- (a) A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the agreement;
 - (b) A classification grievance shall be defined as a grievance filed by an employee who feels his or her position is incorrectly classified. An employee is entitled to file a classification grievance in accordance with Article 40 (Classification) of this collective agreement;
 - ~~(c) A staffing grievance shall be defined as a grievance filed by an employee who feels aggrieved or unjustly treated with respect to any staffing decision. An employee is entitled to file a staffing grievance in accordance with Article 41 (Staffing) of this collective agreement.~~

ARTICLE 39

~~TERMINATION OF EMPLOYMENT~~

JOB SECURITY

Replace current with:

39.01 No employee shall be involuntarily laid-off.

ARTICLE 40

CLASSIFICATION

40.05 In conducting the review, the members of the Committee, ~~upon signing a Confidential Disclosure Agreement,~~ shall have access to all documentation relating to the job evaluation decision in question. The members of the Committee shall have the right to interview any person either member deems necessary for this review. Should either Committee member have difficulty with access to documentation or interviewing individuals the matter shall be brought to the attention of the President of the Corporation for resolution.

ARTICLE 41

STAFFING

41.01 The Corporation agrees that the selection of any candidate for a position for which the Alliance is the bargaining agent shall be made in accordance with **this Article**. ~~merit principle as determined in paragraph 41.02 below and the Corporation's Staffing Directive dated May 22nd 2009.~~

The Union reserves the right to make proposals to further amend 41.01 pending the Corporation's providing of its Staffing Directive.

41.02 **When a position becomes available, and there is at least one employee working in the same job title as the available position, the Corporation shall first offer the position to such employee(s) in order of service. Should there be no employees working in the same job title as the available position, or should no employee working in the same job title as the available position accept the Corporation's offer, selection processes outlined in 41.02 through 41.05 shall apply.**

41.03 **"Employee" for the purposes of 41.02 shall mean non-probationary employees.**

41.04 The selection criteria shall include the following elements: education, experience, language, knowledge, skills and demonstrated abilities that are necessary having regard to the duties of the position.

41.05 The selection standards established by the Corporation for each position being filled shall be ~~reasonable~~ in **direct** relation to the duties of the position.

41.06 Should two or more internal candidates be considered equal with respect to the selection criteria outlined in paragraph 41.02, preference will be given to the candidate with the most service.

41.07 As required under the *Employment Equity Act 1997* the parties agree to meaningful and constructive consultation for the purpose of developing, implementing, modifying and assessing an Employment Equity Plan in the workplace.

Staffing Grievances

Remove.

**ARTICLE 41
DURATION**

and

**APPENDIX A
RATES OF PAY**

and

M.O.U.'s Concerning Footwear and Safety Shoes

The Union shall be making proposals concerning Article 41, Appendix A and other economic and related sections of the collective agreement pending the Corporation's providing of payroll and other related economic information.

LETTER OF UNDERSTANDING
POLICIES AND DIRECTIVES

The Union reserves the right to make proposals with respect to this section pending discussion with the Corporation concerning its application of the Bilingual Bonus policy.

Confidential Disclosure Agreement

Remove.

Memorandum of Agreement

Between the Canada Science and Technology Museum Corporation
and the Public Service Alliance of Canada

Remove.