



File: 2122-931-3

March 22, 2024

**TO: ALL PSAC MEMBERS AT NATIONAL GALLERY OF CANADA**

**RE: RATIFICATION OF MEMORANDUM OF AGREEMENT**

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A tentative agreement was reached on March 8, 2024 on behalf of the PSAC members at the National Gallery of Canada. The tentative agreement if ratified by the membership will have an expiry date of June 30, 2026.

Unless otherwise specified, the proposed changes would become effective the date the new collective agreement is signed.

### **ECONOMIC INCREASES**

Annual General Economic increases.

2023- Across the Board 4.75 % increase.

2024 – Across the Board 3.5% increase.

2025 –Across the Board 2.25 % increase.

Under our Agreement, annual Service Pay Increases rise from a previous 1.25% to 2.0% per year, in addition to the across-the-board increases.

All wage increases retroactive to July 1<sup>st</sup> 2023.

The Union has also secured a two-thousand five hundred dollar pensionable lump sum payout for all employees in the bargaining unit upon ratification.

Work boot allowance increases from \$200.00 to \$300.00 under our agreement.

Employer must pay out retroactivity to current employees within 90 days of ratification.

Parties under our agreement will establish a joint union-management committee to analyze and discuss the implementation of a wage grid in next round of negotiations.

## **OTHER CHANGES**

### **Telework**

Under our new agreement management cannot unreasonably deny telework. Employees may now grieve under certain circumstances if denied telework.

### **Significant Leave Improvements**

- A new one-time paid personal leave of 5 days.
- Expanded access to Family Related Responsibility Leave.
- Employees to now receive an additional Personal Day per year.
- Expanded access to Bereavement Leave.
- Reduced restrictions on access to Care and Nurturing Leave.
- New language concerning employee access to Language Training.

### **New Rights – Scheduling and Job Security**

- Agreement provides that Gallery management must be now be 'fair and reasonable' when exercising discretion.
- Gallery may now only create temporary positions under certain circumstances.
- Gallery may not artificially sever a temporary employee's employment in order to avoid providing the employee permanent status.
- Additional straight-time hours for part-time employees and casuals now to be made available based on employee seniority.
- Part-time employee hours under our agreement to be based on employee availability.
- Volunteers cannot be used to replace union positions.
- Gallery must now provide 7 days notice of a shift change.
- New protections concerning the assignment of standby.
- Gallery must now provide notice to Union in event of potential layoff.
- Surplus employees to be provided job offers in order of years of service.

For term and occasional employees, all time worked for the Gallery where there's been a break in service of under 3 months shall count for years of service recognition.

Your Bargaining Team comprising:

Christine Thompson, Team Member  
Lauren Walker, Team Member  
Robert Barnes, Team Member  
Morgan Gay, PSAC Negotiator

unanimously recommends the acceptance of the tentative agreement.

In Solidarity,



Alex Silas  
PSAC Regional Executive Vice-President, NCR

cc. Chelsea Flook, Regional Political Communications Officer  
Negotiations Section  
Dan Fisher, A/Director, Representation and Legal Services Branch  
Morgan Gay, Negotiator  
Matthew Ashworth, Regional Coordinator  
Reine Zamat, Supervisor, Membership Administration  
ROB National Mobilization  
Chantal Wilson, Member Information Officer  
Louise Casselman, Social Justice Fund Officer  
Laura Avalos, Social Justice Fund Advisor

**MEMORANDUM OF SETTLEMENT  
FOR THE RENEWAL OF THE COLLECTIVE AGREEMENT**

**BETWEEN**

**NATIONAL GALLERY OF CANADA**

(the "Employer")

**and**

**PUBLIC SERVICE ALLIANCE OF CANADA**

(the "Union")

**RE: TENTATIVE AGREEMENT FOR THE RENEWAL OF THE COLLECTIVE AGREEMENT  
EXPIRED IN JUNE 2023**

**WHEREIN** the Employer and the Union (the "Parties") have completed the collective bargaining process for the renewal of the Collective Agreement, which expired on June 30, 2023;

**NOW THEREFORE**, the Parties agree to the following:

1. Subject to the ratification by the Parties, the terms and conditions of this Memorandum of Settlement constitute the full and complete settlement of all proposals and/or matters in dispute between the Parties with respect to the renewal of the Collective Agreement that expired on June 30, 2023. All other proposals and/or issues in dispute between the Parties are withdrawn.
2. The undersigned representatives of the Parties undertake to unanimously recommend the acceptance of all terms of this Memorandum of Settlement and the agreed-to items set out in the attached Schedule "A" to their respective principals, as a full and complete settlement of all proposals and/or matters in dispute between the Parties.
3. The date of ratification of the Renewal Collective Agreement shall be deemed to be the date of ratification by both Parties.
4. The term of the new Collective Agreement will be three (3) years commencing upon expiration of original term, July 1, 2023, and expiring June 30, 2026.
5. The Parties agree that the 2023-2026 Collective Agreement shall be formed with the 2019-2023 Collective Agreement subject to the amendments signed off during the course of bargaining, which are attached hereto.

6. All matters settled and agreed-to by the Parties attached hereto shall be effective on the date of ratification, unless specified in the Collective Agreement.
7. All former and current employees of the bargaining unit employed on or after July 1, 2023 shall receive retroactive wage increases. Any salary adjustment will be applied to the salaries of current eligible employees upon implementation which shall occur within ninety (90) days of ratification. Any retroactivity will be paid to current employees within ninety (90) days of ratification and within one hundred and eighty (180) days of ratification for employees on long-term leave (in excess of ninety days) and for individuals who were employed during the retroactive period but are not longer employed by the Gallery.
8. The Employer will provide a one-time lump sum payment of two thousand five hundred dollars (\$2,500.00) to incumbents of bargaining unit positions on the date of ratification. This one-time allowance will be paid to incumbents of positions within the bargaining unit for the performance of regular duties and responsibilities associated with their position.
9. The payments set out in paragraph 7 and 8 of this Memorandum of Settlement will be made to each eligible employee by using the banking information that the Employer has on file for each employee as of the date of ratification.
10. All other articles of the Collective Agreement that have not been negotiated and modified by the Parties are to remain the same and are an integral part of the renewed Collective Agreement unless otherwise provided.
11. The Parties agree to review the Collective Agreement after ratification and to make any corrections to syntax (spelling and capitalization) throughout the document. This shall be reviewed by both Parties before signing.
12. The individuals executing this Memorandum of Settlement confirm that they are authorized to bind their respective party.

DATED at OTTAWA, ONTARIO this 8th day of March, 2024.

FOR THE UNON

  
Dawn Walker  
C. Shong

FOR THE EMPLOYER

  
Franjo Ward

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**Schedule "A"**

*See attached agreed to articles.*

## ARTICLE 2 – INTERPRETATION AND DEFINITIONS

The Parties agree to remove definitions provided in Articles 37 and 38 replacing with the following:

- (j) Employee means a person who is a member of the bargaining unit specified in Article 7:
- (i) Full-time employee means an employee who regularly works the full-time hours of work specified in Article 39;
  - (ii) Part-time employee means an employee whose normal hours of work are less than the full-time hours of work specified in Article 39;
  - (iii) On-call employee means an employee who regularly works less than the full-time hours of work specified in Article 39 and who normally works on an as-required basis with no fixed schedule hours. The creation of On-call positions must not have the effect of reducing the number of indeterminate full-time or part-time positions, nor must they have the effect of reducing the number of scheduled hours for indeterminate full-time or part-time employees.
  - (iv) Permanent employee means an employee hired for a permanent position for an indeterminate period and who has completed their probationary period.
  - (v) Term employee means an employee hired either on a full-time or part-time basis, normally for a fixed period for:
    - replacing a permanent employee who is absent on leave or on a temporary assignment;
    - backfilling a temporary vacancy;
    - non-recurring work;
    - responding to a temporary workload increase with specified time limits;
    - a special project(s) with budgetary and/or specified time limits.

## ARTICLE 8 – WORK OF THE BARGAINING UNIT

8.04 Bargaining unit positions will not be eliminated for the purpose of having the duties performed by volunteers.

## ARTICLE 15 – LEAVE FOR ALLIANCE BUSINESS

15.04 In the case of 15.02a) and b) above, the Gallery will continue to pay the employee and the Union will reimburse the Gallery for the salary and benefit costs (which will reflect the most recent Employee Benefit Plan (EBP) employment rate as set by the Government of Canada) of the employee during the period of approved leave. The benefit costs will only be charged to the Union where an employee's leave subject to this clause exceeds ninety (90) days.

Initials:







**ARTICLE 19 – DESIGNATED PAID HOLIDAYS**

19.01 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) Thanksgiving Day,
- (i) Remembrance Day,
- (j) Christmas Day,
- (k) Boxing Day,
- (l) the first Monday in August., and
- (m) one additional day when proclaimed by an Act of Parliament as a national holiday.

**ARTICLE 22 – ~~SPOUSAL UNION~~ ONE-TIME LEAVE WITH PAY CREDIT**

~~22.01 After the completion of one (1) year's continuous employment and providing an employee gives the Gallery at least five (5) days' notice, the employee shall be granted five (5) days' leave with pay for the purpose of getting married or for declaring spousal union. (a)~~

**22.01 An employee shall be credited a one-time entitlement of five (5) days of leave with pay on the first (1st) day of the month following the employee's second (2<sup>nd</sup>) anniversary of service.**

**22.02 An employee will not be entitled to the leave with pay in Article 22.01 where they have previously taken such leave (or the former spousal union one-time leave), including for previous periods of employment at the Gallery. Such leave will not be provided to employees who identify as having already taken the former Spousal Leave.**

**22.03 This leave may be scheduled and taken subject to operational requirements in the same manner as Vacation Leave under Article 20, but may be taken only once within the employee's career with the Gallery. If unused, this leave will not be paid out on termination of employment. For clarity, the leave credit provided in Article 22.01 shall be excluded from the application of Article**

**20.03 dealing with the carry-over and Article 20.10 dealing with liquidation of unused vacation leave.**

~~22.02 The employee will provide either a marriage certificate or a sworn affidavit certifying to the spousal union for the purpose of crediting the employee with the five days leave with pay.~~

~~22.03 An employee shall not be granted more than the aggregate of 10 working days during the employee's career at the Gallery for this purpose.~~

~~22.04 For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay off within six (6) months after the granting of this leave, an amount equal to the amount paid to the employee during the period of leave will be recovered by the Gallery from any monies owed the employee.~~

**ARTICLE 25 – LEAVE WITHOUT PAY FOR THE CARE AND NUTURING OF IMMEDIATE FAMILY & LOU re COMPASSIONATE CARE LEAVE**

**25.05 Compassionate Care Leave (without pay)**

Upon written request, an employee with six (6) months employment shall be granted leave without pay for a period of up to eight (8) weeks for compassionate care leave. The purpose of the leave is to provide care or support to a family member, or someone who considers you like a family member, who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

The employee must provide proof that she/he has applied for and is eligible to receive Employment Insurance benefits during this period of leave.

**Should statutory changes be made to Compassionate Care Leave, the Parties agree to meet and discuss such changes. With the consent of both parties, the collective agreement may be re-opened in accordance with Article 58.**

**ARTICLE 26 – PERSONAL/VOLUNTEER LEAVE**

Leave with pay for personal needs and volunteer activity:

26.03 Subject to operational requirements, ~~as determined by the NGC~~ and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~one (1) day~~ **two (2) days** of leave with pay for reasons of a personal nature ~~and one (1) day of leave with pay for work as a volunteer for a charitable or community organization.~~

**ARTICLE 32 – EDUCATION LEAVE/PROFESSIONAL DEVELOPMENT**

32.11 An employee may request to undertake language training in one of the official languages. The granting of such request shall be based on operational needs, including but not limited to availability of resources and the requirements of the employee's position.

**ARTICLE 39 – HOURS OF WORK**

- 39.01 For this Article, a week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:00 hours.
- ~~39.02 The normal work week shall be thirty-seven and one-half (37 ½) hours spread over five (5) consecutive days a week. The normal work day shall be seven and one-half (7 ½) between the hours of 6 am and 8 pm, exclusive of a lunch period of up to one hour.~~
- 39.02 **The normal work week for those not involved in serving the public shall be from Monday to Friday. The work day for such employees shall be seven and one half (7 ½) hours between the hours of 7 am and 6 pm, exclusive of a lunch period of up to one hour.**
- 39.03 **Notwithstanding the above, for employees who are involved in serving the public, including but not limited to, employees in Technical Services, but not including employees who are employed on a continuous rotational basis, the normal work week shall be thirty-seven and one-half (37 ½) hours spread over five (5) consecutive days a week. The normal work day shall be seven and one half (7 ½) hours between the hours of 6 am and 8 pm, exclusive of a lunch period of up to one hour.**

Employees on continuous rotational basis

...

- 39.18 An employee whose scheduled hours of work are changed **by the Gallery** without **seven (7) calendar** days' written notice shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 ½). 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 Gallery to ensure that the employee returns to his/her original shift schedule.
- 39.19 There shall be no pro-rating of a "day" in Article 23 - Bereavement Leave.

Employees who are involved in serving the public

The following shall apply for the scheduling of employees who are involved in serving the public:

- 39.20 (a) The Gallery shall establish a schedule which covers the normal requirements of the operations for a period of a minimum of twenty-eight (28) calendar days and post it at least fifteen (15) calendar days in advance. In preparing the schedule, the Gallery shall apply the following principles:
- (i) **Part-time employees will be required to provide the Gallery with a statement of their availability;**
  - (ii) **Full-time employees will be scheduled first;**
  - (iii) **Part-time employees will be scheduled next according to their availability and up to their regular hours of work;**

Initials:

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*Handwritten initials in blue ink: "Mh".*

(iv) **The remaining available shifts will be distributed based on operational requirements and the employee's availability, training, and, Years of Service in the following order:**

- a. **Permanent part-time employees who have expressed a desire to work additional hours and provided availability;**
- b. **Term part-time employees who have expressed a desire to work additional hours and provided availability;**
- c. **On-call employees.**

(b) **Part-time employees shall be paid for the time actually worked or a minimum of four (4) hours' pay at straight time, whichever is the greater, in accordance with the applicable rate of pay specified in Appendix A of this Agreement. However, if an employee requests and is granted permission to leave before the end of their minimum four (4) hour work period, they shall be paid only for those hours which they worked.**

(c) **The other provisions of this Article applicable to employees not involved in serving the public will apply except as expressly modified here.**

39.21 **An employee whose scheduled hours of work are changed by the Gallery without seven (7) calendar days' written notice shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 ½). 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 Gallery to ensure that the employee returns to his/her original shift schedule.**

Extra Hours for Part-time Employees who are Members of the Bargaining Unit

39.22 **To enhance the opportunities for part-time employees to work available additional hours, hours available in a particular department shall be first offered to available qualified part-time employees before being offered to on-call employees.**

39.23 **In the offering of extra hours to part-time employees, preference shall be given to part-time employees with the greater Years of Service every effort shall be made to distribute the available work as equitably as possible amongst willing qualified employees, provided they have the necessary experience and training to do the work required. Nothing in this Article shall require the Gallery to offer extra hours to an employee where such hours would entitle the employee to overtime.**

39.24 **Should hours remain to be filled after consideration of part-time employees and on-call employees, these hours shall be offered to available full-time employees.**

39.25 **Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work. In no case shall this permit the Gallery to reduce the regularly scheduled hours of work of a full-time employee permanently.**

Initials:

**ARTICLE 44 – LAY OFF/SEPARATION SITUATIONS**

44.01 When the services of an indeterminate employee are no longer required for reasons excluding termination for just cause, ~~he/she~~ **they** will be provided with a written surplus notice of at least six **(6)** months which will include the reason for the notice as well as the lay-off date. **The Gallery shall notify the Alliance Local executives as far in advance as possible of any proposed reduction in the workforce.**

**ARTICLE 46 – STAFFING**

46.01 Prior to posting a newly created or existing vacant position, surplus and laid-off employees will be considered in priority for appointment **in order of Years of Service** if they are qualified or could qualify with reasonable training under specific conditions. The employer will contact these employees to determine their interest in being considered. The employer will provide the union with a list of employees contacted; such list shall provide dates, times, and employee response, if applicable. **If an employee is appointed to a position below their level, they will be placed on an eligibility list for a period of twelve (12) months, during which an employee will continue to be considered in priority for appointment at their original level, if they are qualified or could qualify with reasonable training under specific conditions. Upon expiration of the eligibility list, the employee will remain in their appointed position.**

...

46.04 a) The positions shall be posted for a minimum of seven (7) calendar days ~~both electronically and physically on one bulletin board in on each floor at the National Gallery and on one bulletin board at the Canadian Museum of Contemporary Photography.~~ **Such postings shall also be emailed out to all employees.** The employer will provide a copy of the job posting to the union. The vacancy shall be posted internally for bargaining unit members.

b) A final determination regarding the internal candidates will be made prior to external postings or advertisements.

c) **Notwithstanding 46.04(b) above, the Gallery may post vacancies internally for bargaining unit members and externally at the same time for positions in the following departments:**

- **Visitor Experience**
- **Boutique**
- **Protection Services**

**A final determination regarding the internal candidates will be made prior to considering of any external candidates.**

46.09 a) Filling the vacancy will be made in accordance with the merit principle and will be assessed as to education, knowledge, language, experience, skills, demonstrated abilities or any other requirements that are necessary having regard to the duties to be performed.

Initials: 



**b) The parties agree that staffing actions are to be taken in conformity with both the *Employment Equity Act* and the *Canadian Human Rights Act*.**

46.11 Where it is found that two or more candidates are equal, the candidate with greater ~~continuous~~ **employment years of service** will be awarded the position.

...  
Change of status

46.19 Employees appointed for a determinate period who have completed three (3) years of continuous employment will see their status changed to indeterminate employees except for term employees replacing indeterminate employees on leave. These employees will have their status changed after five (5) years of continuous employment. **The Gallery shall not artificially create a break a service in order to prevent the employee from attaining indeterminate status.**

**ARTICLE 48 – HEALTH AND SAFETY**

48.03 As a condition of employment, all employees performing hazardous activities in an area defined by the Joint Workplace Health and Safety Committee are required to wear CSA approved protective footwear with steel toe and shank. Upon submission of receipts for the purchase of the approved protective footwear, the employee will be reimbursed an amount not to exceed **\$300.00 over a period of two (2) calendar years**, towards the purchase price of the protective footwear.

**ARTICLE 60 – DURATION**

The Parties agree on a 3-year term: July 1, 2023 to June 30, 2026.

**APPENDIX A – CLASSIFICATION AND COMPENSATION**

The Parties agree to amend article 43.01 and Appendix A to provide for the following economic increases during the period of this Agreement:

- a. Effective July 1<sup>st</sup>, 2023: 4.75%
- b. Effective July 1<sup>st</sup>, 2024: 3.50%
- c. Effective July 1<sup>st</sup>, 2025: 2.25%

The Parties agree to amend article 43.20 and Appendix A to provide for the following Service Pay Increases during the period of this Agreement:

- a. Effective July 1<sup>st</sup>, 2023: 2.00%
- b. Effective July 1<sup>st</sup>, 2024: 2.00%
- c. Effective July 1<sup>st</sup>, 2025: 2.00%

Initials:

**LETTER OF UNDERSTANDING**

The Parties agree to establish a joint committee during the life of this collective agreement to analyze the implementation of a wage grid with increment steps in accordance with the current classification system.

**APPENDIX XX**

The Parties agree to remove articles 44.06 (b) and (c) from the collective agreement and insert it into a separate appendix.

Effective December 27, 2014, clauses 44.06 (b) Resignation and (c) Retirement were deleted from the collective agreement.



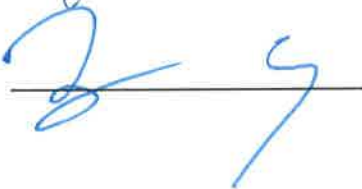
- (b) Resignation On resignation with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.
- (c) Retirement When an employee is entitled to an immediate annuity or an immediate annual allowance under the Public Service Superannuation Act, the employee shall be entitled to a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

Signed on this 8<sup>th</sup> day of March 2024

For the Employer:

  
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Fran Zornland  
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For the Union:

  
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Laven Walker.  
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Initials: 

**ARTICLE 2 – INTERPRETATION AND DEFINITIONS**

(d) "Continuous employment" means:

~~(a)~~ (i) For employees hired before July 1st, 1990, all uninterrupted service with the Public Service of Canada up to that date as well as all uninterrupted service with the National Gallery of Canada since;

~~(b)~~ (ii) For employees hired on or after July 1st, 1990, all uninterrupted service with the National Gallery of Canada or its affiliate, the Canadian Museum of Contemporary Photography.

(iii) Where an employee has been hired on consecutive contracts, with no break in employment, such employment shall be deemed continuous. Breaks in employment of less than three (3) months shall not be considered a "break in employment".

~~(c)~~ (iv) [...]

**NEW**

(XX) "Years of Service" means continuous employment, as defined above;

Initials:

*JV3* *UK* *MH* *P*  
*CO* *RWB*



**ARTICLE 20 – VACATION LEAVE WITH PAY**

- 20.04 Subject to operational requirements, the Gallery shall make every reasonable effort to schedule the vacation leave in a manner acceptable to the employee. **In the event the Gallery cannot accommodate all requests, and the conflict between the requests cannot be resolved informally by consensus, Years of Service shall be applied to determine which request(s) can be granted.**
- 20.08 When the Gallery cancels or alters a period of vacation which it has previously approved in writing, the Gallery shall reimburse the employee for the nonreturnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Gallery may **reasonably** require. ~~The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Gallery.~~ **The employee must seek available refunds from vacation contracts and reservations prior to seeking reimbursement from the Gallery.**

Initials:

JB MT MG CS RWB

**ARTICLE 21 – SICK/INJURY ON DUTY LEAVE WITH PAY**

21.01 An employee shall earn **twenty-two and one half (22.5) hours of sick leave credits after their first thirty (30) days of continuous employment (twenty-four (24) hours for an employee who regularly works a forty (40) hour work week).** For every subsequent month of continuous employment, employees shall earn sick leave credits at the rate of nine point three seven five (9.375) hours for each completed calendar month of continuous service **(ten (10) hours for an employee who regularly work a forty (40) hour work week)** ~~for which the employee receives pay for at least ten (10) days.~~ An employee cannot earn more than **one hundred and twelve and one half (112.5) hours of sick leave credits per year (one hundred and twenty (120) hours for an employee who regularly works a forty (40) hour work week).** 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.

21.02 Employees shall be granted sick leave with pay when they are unable to perform their duties because of **personal illness or injury, organ or tissue donation, medical appointments that cannot be reasonably taken outside of working hours or quarantine of the employee** if the employee ~~satisfies the Gallery of this condition in such a manner and at such a time as may be determined by the Gallery and~~ has the necessary sick leave credits.

**It is understood that a part-time or on-call employee will only be granted sick leave with pay when the employee is scheduled to work.**

21.03 Unless otherwise informed by the Gallery, employees will enter the request in the automated leave system stating that because of illness or injury they were unable to perform their duties, ~~shall be considered as meeting the requirements, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely based on statements signed by the employee.~~ The Gallery may require that the employee provide a certificate issued by a health care practitioner certifying that the employee was incapable of working for the period of their ~~medical~~ sick leave with pay when the employee has used five (5) or more consecutive days of sick leave with pay. Nothing in this Article shall be interpreted to restrict the medical information to which the Gallery may be entitled in ~~other circumstances~~ **other than the granting of sick leave with pay**, including ~~for example~~ in the course of managing long term medical leaves, return to work processes, or requests for accommodation.

Initials:

203 AH AH CJ RWB

**ARTICLE 28 – LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES**

28.01 For the purpose of this article, family is defined as:

- i) spouse (or common-law partner);
  - ii) children (including foster children, step-children or children of the spouse or common-law partner, ward of the employee), grandchild;
  - iii) parents (including step-parents or foster parents);
  - iv) father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;
  - v) any relative permanently residing in the employee's household or with whom the employee permanently resides;
  - vi) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee
- or
- vii) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

~~For the purpose of this clause, family is defined as spouse residing with the employee, dependent children (including children of spouse and foster children), parents (including stepparents or foster parents), mother-in-law, father-in-law or any relative permanently residing in the employee's household or with whom the employee permanently resides, and any person for which the employee holds a legally executed Power of Attorney.~~

**NEW**

*Subsequent renumbering required.*

**28.02 Subject to clause 28.01, the Gallery shall grant the employee leave with pay under the following circumstances:**

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or the adoption of the employee's child;
- (e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- (f) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

Initials:

JR3 AH MH CS RWB

- (g) to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, up to a maximum of fifteen (15) hours (sixteen (16) hours in the case of an employee who regularly works forty (40) hours a week) per fiscal year, if the supervisor was notified of the appointment.

28.03 The total leave with pay which may be granted under this Article shall not exceed ~~five (5) days~~ thirty-seven and one-half (37.5) hours or forty (40) hours in the case of an employee who regularly works forty (40) hours a week in a fiscal year.

Signed on this 2<sup>nd</sup> day of February, 2024

For the Employer:

Frank Zouheir  
W.A.  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

[Signature]  
Lauren Walker  
[Signature]  
\_\_\_\_\_

Initials: JZ WA



**ARTICLE 1 – PURPOSE AND SCOPE OF AGREEMENT**

1.01 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the National Gallery of Canada and its employees as represented by the Public Service Alliance of Canada and to set forth certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The above-noted parties to this Agreement share a desire to maintain a high quality of services at the National Gallery of Canada and to promote the well-being ~~and increased efficiency~~ of its employees and the efficiency of its operations. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Gallery in which members of the bargaining unit are employed.

WR  
h4  
JF3

**ARTICLE 2 – INTERPRETATION AND DEFINITIONS**

(d) "Continuous employment" means:

...

- (b) For employees hired on or after July 1st, 1990, all uninterrupted service with the National Gallery of Canada or its affiliate, the Canadian Museum of Contemporary Photography.

***The Parties agree to maintain article 2(d)(b) and to delete all other reference to "Canadian Museum of Contemporary Photography" in the collective agreement.***

Initials:

Handwritten initials: MT, MY, SP, JCB

**ARTICLE 12 – INFORMATION**

12.01 The Gallery agrees to provide the Union Local with a list of all employees in the bargaining unit on the 15<sup>th</sup> and 30<sup>th</sup> of each month. This list will include the name, classification band, **job title**, location, **telephone number**, **personal email** and employment status of the employees and the changes made from the previous list with the reasons.

**The parties recognize that the Gallery is under no obligation to seek out an employee's telephone number or personal email address, but shall only be required to provide to the Union Local when the Gallery has such information on file.**

Initials:

HK  
ML  




**ARTICLE 25 – LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF IMMEDIATE FAMILY**

- 25.01 For the purpose of this Article, immediate family is defined as spouse ~~residing with the employee~~, children (including foster children or children of spouse), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or for whom the employee has caregiving responsibility.
- 25.02 Subject to operational requirements, an employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:
- (i) an employee shall notify the Gallery in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave; unless because of an urgent or unforeseeable circumstance such notice cannot be given;
  - (ii) leave granted under this clause shall be for a minimum period of **three (3)** ~~four (4)~~ weeks;
  - (iii) the total leave granted under this clause shall not exceed three (3) years during an employee's total period of employment with the Gallery.
- 25.03 Time spent on such leave shall not be counted for pay increment purposes.

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**ARTICLE 37 – PART TIME EMPLOYEES**

37.11 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 work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal work week.~~

*Subsequent renumbering required.*

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

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**ARTICLE 38 – ON-CALL EMPLOYEES**

38.02 On-call employees are entitled to a percentage in lieu of certain benefits as follows:

Sick Leave

~~On-call employees shall be paid 6% of all gross earnings on each pay in lieu of paid sick leave.~~

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1/13

**ARTICLE 41 – STANDBY**

41.02 An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. ~~In designating employees for standby, the Gallery will endeavour to provide for the equitable distribution of standby duties.~~ **Unless otherwise mutually agreed upon between the Gallery and the Alliance, stand-by duty shall be assigned to employees on a rotational and equitable basis.**

Initials:

HT  
RH  
AP  
AB

**ARTICLE 48 – HEALTH AND SAFETY**

48.04 It is recognized that certain employees who work in potentially hazardous environments are required to undergo an annual/biannual medical evaluation. ~~The Gallery will be responsible for scheduling these appointments with its industrial doctor and will assume any related costs.~~ **Employees will be required to schedule an appointment with a medical professional within six (6) months of receiving notification from the Gallery of the request for medical evaluation and completion of the necessary forms.** An employee may request that this health evaluation be done by another medical professional and in this case, the employee will have the assessment performed within one month of the request and the ~~The~~ Gallery agrees to assume the cost of the evaluation. ~~up to the approved provincial standards.~~ **Employees shall be provided leave with pay for up to four (4) hours to undertake such evaluations.**

Handwritten initials: AN, SP, HK, AB

## APPENDIX 'G' – MEMORANDUM OF AGREEMENT – TELEWORK

### STATEMENT OF PRINCIPLE

The Gallery, in conjunction with the Employee, agree that Telework provides a flexible work option in accommodating both the Gallery's needs to serve the public and the Employee's needs to establish a worklife/homelife balance.

~~The parties further agree that pursuant to Appendix E entitled: Memorandum of Understanding Regarding Telework Pilot Project of the Collective Agreement ending June 30, 2003 between the Gallery and the PSAC, specific telework arrangements initiated under the terms of the present agreement, when implemented, satisfy the requirement to conduct a Pilot Project. The results and costs of this Pilot Project will be studied in order to evaluate the appropriateness and feasibility of establishing a permanent Telework Agreement.~~

~~Upon completion of the Pilot Project, the parties to this agreement may agree to renew or extend it, with or without modification, for any mutually acceptable period. Any change to the terms of this agreement must be dated and signed by both parties.~~

### APPROVAL

All decisions pertaining to particular Telework arrangements will be made in an equitable and transparent manner in accordance with the Telework Policy, as amended from time to time **in consultation with the Union Local**. Each request will be dealt with on a case by case basis by both the Gallery and the Employee (in consultation with the PSAC), taking into consideration the operational feasibility ~~(as detailed in the clause below "Suitability of Telework Content")~~, cost-effectiveness of the agreement, and the Employee's demonstrated work habits, based on some or all of the criteria described further in this document and entitled: "Successful Teleworkers". The Gallery agrees that employee requests to telework will not be unreasonably denied.

Initials:

MT  
AG  
JL

**NEW LETTER OF UNDERSTANDING CONCERNING ARTICLE 24 – MATERNITY/PARENTAL LEAVE WITHOUT PAY**

The parties recognize that the PSAC and the Treasury Board have agreed to undertake a review of rights provided concerning Maternity and Parental leaves under collective agreements in the Federal Public Service, and that such review is to be undertaken and completed by the end of 2024. Should such changes be agreed-upon between the PSAC and the Treasury Board, the parties agree to meet and review such changes, where applicable. With the consent of both parties, the collective agreement may be re-opened in order to adopt such changes. If both parties do not consent, such changes may be negotiated at the next round of collective bargaining.

Signed on this 8<sup>th</sup> day of November, 2023

**For the Employer:**

**For the Union:**






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Jason Walker  
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**MEMORANDUM OF UNDERSTANDING**

The Parties agree to delete:

- Appendix "E" – Memorandum of Understanding re Dispute Resolution Process Conversion Exercise.
- Appendix "F" – Memorandum of Understanding re Educator Guides and Animator Interpreters

Initials:    
 T.C.   


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**ARTICLE 41 – STANDBY**

41.02 An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. ~~In designating employees for standby, the Gallery will endeavour to provide for the equitable distribution of standby duties.~~ **Unless otherwise mutually agreed upon between the Gallery and the Alliance, stand-by duty shall be assigned to employees on a rotational and equitable basis.**

Initials:

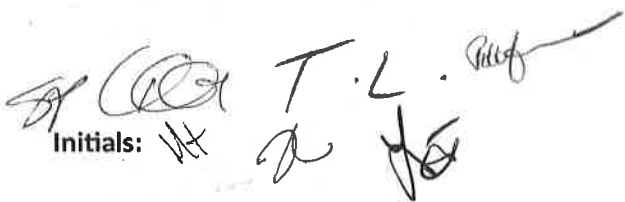
*[Handwritten initials: J, A, C, H, J, W]*

*[Handwritten signature]*

*[Handwritten initials: C, J, S]*

**ARTICLE 47 – CLASSIFICATION**

- 47.01 Each position in the Gallery covered by the certificate mentioned in Article 7 will be classified in accordance with the Gallery Job Evaluation Plan in one of the classification bands listed in Appendix "A".
- 47.02 An employee may be asked to work temporarily out of their position in special circumstances and will be paid in accordance with Article 43 - Pay Administration and other related Articles.
- 47.03 Upon written request, an employee shall be provided with a current description of the duties and responsibilities of their position, an organizational chart depicting the position's place in the organisation, the classification band, the point rating allotted by factor and the rationale.
- 47.04 On request, the employee will receive information on the classification system.
- 47.05 When the Gallery introduces changes in the statement of duties or job description of an employee and the employee does not agree with the classification decision, the employee or his or her Union representative can file a grievance on the classification band and rate of pay in accordance with Article 50.
- ~~47.06 Such grievance shall be referred for final resolution to the Director, Human Resources who will review representations from both parties before rendering a decision as to the proper classification band. Grievances pertaining to job evaluation will be arbitrable, but the arbitrator's mandate shall be limited to determining if the Director, Human Resources' decision is unreasonable and to recommending changes to the Director, Human Resources for implementation.~~
- ~~47.07 After the implementation of the classification plan, grievances pertaining to the classification band will be arbitrable.~~

Initials: 



**ARTICLE 6 – MANAGEMENT RIGHTS**

6.01 Except as provided herein, the Gallery shall continue to have all rights, power and authority to manage its operations and activities, and to direct the work force.

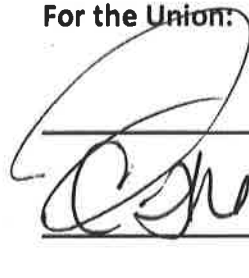
6.02 In administering this agreement, the Gallery shall act in a manner consistent with the agreement as a whole and shall exercise its managerial discretion in a fair and reasonable manner.

Signed on this 19<sup>th</sup> day of September, 2023

For the Employer:

For the Union:

  
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Initials:

The National Gallery of Canada and the Public Service Alliance of Canada  
Agreed to items – June 16, 2023

The Parties agree that:

1. Gender-neutral language is to be used throughout the Agreement.
2. The term "Human Resources" is to be changed to "People, Culture and Belonging" throughout the Agreement.

The Parties agree to delete Appendix "I" – Letter of Understanding – Special Floater Days

Initials:

*Handwritten initials:*  
A.L. T.L.  
C.J. H.  
M.F. (under a scribble)  
A pink scribble on the left.

*Handwritten initials:* Mm

**ARTICLE 2 – INTERPRETATION AND DEFINITIONS**

(d) "Continuous employment" means:

[...]

(c) For on-call employees, employment according to accumulated hours worked (~~1,956.6~~  
**1950** hours equals one year) while on strength.

Initials:

*Handwritten initials:*  
A.L. T.L.  
C.S. Y.P.  
M.T. W.

*Handwritten mark:* A4

**ARTICLE 10 – USE OF GALLERY FACILITIES**

10.03 The Union shall provide a written list of the duly accredited Union representatives and the Gallery shall permit these named individuals access to the Gallery's premises to assist in the resolution of a complaint or a grievance, ~~or~~ to attend meetings called by management **or for meetings with employees represented by the Union. The Union shall advise the Gallery prior to being permitted access to the Gallery's premises. It is understood that any meetings between the Union and any employee represented by the Union are to take place outside of the employee's working hours.**

Initials: *W* *23 SP* *T.L.*  
*AL* *A.L.*  
*HT* *C.D.* *Y*

*14*

**ARTICLE 12 – INFORMATION**

[...]

**12.02 The Gallery shall provide the Union Local with a current organizational chart at the end of each quarter and following any internal restructuring.**

*Subsequent renumbering required.*

Initials: *lv3 SP*    *A.L. T.L.*  
*W*    *W*    *W*

*MH*

**ARTICLE 15 – LEAVE FOR ALLIANCE BUSINESS**

15.02 Leave Without Pay for Union Business

When operational requirements permit, the Gallery will grant leave without pay to:

- (a) an employee who represents the Union in hearing in front of the Canada Industrial Relations Board or a Conciliation Board or an Arbitration Board;
- (b) to a reasonable number of Union representatives for attending preparatory and contract negotiation meetings, meetings or conventions of the Union, the Canadian Labour Congress, the Ontario/Quebec Federation of Labour or to undertake training related to the duties of a representative;
- (c) to one employee elected to a full-time office of the Union. ~~The duration of such leave shall not exceed the first term of office;~~
- (d) to ~~one~~ an employee to work for the Union for a maximum of one (1) year.

Initials: Jv3 SP A.L. T.L.  
Wf C J B

AG



**ARTICLE 23 – BEREAVEMENT LEAVE**

23.01 For the purpose of this clause, immediate family is defined as:

father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, child (including child of spouse), stepchild or ward of the employee, child adopted through Aboriginal Custom practices, grandparent, grandchild, father in law, mother in law, and any relative permanently residing in the employee's household or with whom the employee permanently resides, anyone for whom the employee holds a legally executed "Power of Attorney"

or

**a person who stands in the place of an immediate family member for the employee whether or not there is any degree of consanguinity between such person and the employee.**

Initials:

*Handwritten initials and signatures:*  
A.L. T.L. M.H.  
C.S. [Signature]

**ARTICLE 25 – LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF IMMEDIATE FAMILY**

[...]

25.05 Compassionate Care Leave (without pay)

Replace current with following:

- a) For the purpose of this Article, “family member” shall be as defined in subsection 23.1(1) of the *Employment Insurance Act* and its regulations, as amended from time to time.
- b) An employee who provides the Gallery with proof that they are in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults shall be granted leave without pay while in receipt of or awaiting these benefits.
- c) The leave without pay described in 25.05b) above shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, within a fifty-two (52) week period.
- d) When notified, an employee who was awaiting benefits must provide the Gallery with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.
- e) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause 25.05 ceases to apply.
- f) 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.

Initials:

JV3DP A.L. T.L.  
C.J. J

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**ARTICLE 39 – HOURS OF WORK**

Employees on continuous rotational basis

39.11 For employees of Protection Services on a continuous rotational basis (~~Control Room Operators~~ **Protection Officers**, Team Leaders and Duty Officers) required to provide twenty-four (24) hour coverage, the scheduled hours will be an average of forty (40) hours per week and twelve (12) hours per day, exclusive of meal period (meals are taken without interrupting work or without salary loss) calculated over a six (6) week period with the applicable days off. This scheduling will apply to all ~~Control Room Operators~~ **Protection Officers**, Team Leaders and Duty Officers.

Initials:

W JVSOP A.L. T.C.  
aca HT P C) [Signature]

AG

**ARTICLE 45 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

45.02 The purpose of the evaluation is to measure an employee's work performance against established objectives given in advance in writing to the employee prior to the evaluation period, to assess strengths and weaknesses areas for development, discuss training and career development plans as well as to develop a plan of action, which may include training with scheduled review periods in cases where an employee is evaluated as not meeting the objectives. Without in any way restricting the Gallery's right to discipline employees, in no case will the evaluation document be used to discipline employees.

Initials:

W 2358  
A.L.  
M.F.

A.L. T.L.  
C.S.

M.G.

**ARTICLE XX – LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES**

- XX.01 For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.
- XX.02 Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.
- XX.03 The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation that shows the employee as an Indigenous person. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- XX.04 An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.
- XX.05 Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

Signed on this 16<sup>th</sup> day of June, 2023

For the Employer:

For the Union:

Jean Goumand  
B. Rivest  
M. Poirier  
A. Desjardins  
[Signature]  
[Signature]  
[Signature]

[Signature]  
Anne G. L. [Signature]  
Christine Thong  
Laura Walker  
[Signature]

Initials: h3 T.L. h4  
W aa Ma C.S.K.