

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

BETWEEN

NATIONAL GALLERY OF CANADA

(the "Employer")

and

PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

(the "Union")

**RE: TENTATIVE AGREEMENT FOR THE RENEWAL OF THE COLLECTIVE
AGREEMENT EXPIRED ON SEPTEMBER 30, 2021**

WHEREIN the Employer and the Union (the "Parties") have completed the collective bargaining process for the renewal of the Collective Agreement, which expired on September 30, 2021;

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 September 30, 2021. All other proposals and/or issues in dispute between the Parties are withdrawn.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 five (5) years commencing upon expiration of original term, October 1, 2021, and expiring September 30, 2026.
5. The Parties agree that the 2021-2026 Collective Agreement shall be formed with the 2017-2021 Collective Agreement subject to the amendments signed off during the course of bargaining, which are attached hereto at Schedule "A".

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 October 1, 2021 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 no 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. The Employer agrees that if any changes are made to the Gallery's Acquisition Policy during the life of this collective agreement, the Employer will consult the bargaining unit members prior to implementation.
11. 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.
12. 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.
13. The individuals executing this Memorandum of Settlement confirm that they are authorized to bind their respective party.

DATED at **OTTAWA, ONTARIO** this 13th day of August, 2024.

Signed 31st day of May, 2024

ARTICLE 3 – INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- b) “Continuous employment” for employees hired before July 1, 1990 means all uninterrupted service with the Public Service of Canada and all uninterrupted service with the National Gallery of Canada since that time. For employees hired after July 1, 1990, “continuous service” means all uninterrupted service with the National Gallery of Canada and its affiliate museum, the Canadian Museum of Contemporary Photography. **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”.**
- f) “Immediate family” means father, mother, (or alternatively step-father, step-mother, or foster parent) brother, sister, step-brother, step-sister, spouse (including common law partner), child, (including child of spouse or common law partner) step-child, foster child or ward of the employee, grandparents, grandchild, father-in-law, mother-in-law, or relative permanently residing in the employee’s household or with whom the employee permanently resides, **or 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.**
- g) “Institute” means **the** Professional Institute of the Public Service of Canada

Signed 31st day of May, 2024

ARTICLE 8 – HOURS OF WORK

8.02 The scheduled work week shall be thirty-seven and one half (37 ½) hours and the scheduled work day shall be seven and one half (7 ½) consecutive hours, exclusive of a meal period, between the hours of ~~67~~:00a.m. and 6:00p.m. The normal work week shall be Monday to Friday inclusive.

Signed 31st day of May, 2024

ARTICLE 10 – DESIGNATED HOLIDAYS

10.01 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 or the 24th of June, and
- m) one (1) additional day when proclaimed by an Act of Parliament as a National Holiday.

Signed 31st day of May, 2024

ARTICLE 11 – LEAVE FOR SPIRITUAL OR ALERNATIVE RELIGIOUS HOLIDAYS

11.01 The Employer shall accommodate an employee who requests up to three (3) days leave for spiritual or alternative religious holidays of his faith. ~~by either granting~~
Such accommodation may include:

- a) **Granting a** leave without pay,
- b) **Use of earned** compensatory time,
- c) **Use of earned** vacation leave, or
- d) **Substituting one of the designated paid holidays, pursuant to article 10.04, or**
- e) any combination of the above.

Signed 31st day of May, 2024

ARTICLE 14 – VACATION LEAVE

14.09 When the Employer cancels or alters a period of vacation which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may **reasonably** require. ~~The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.~~ **The employee must seek available refunds from vacation contracts and reservations prior to seeking reimbursement from the Gallery.**

Signed 31st day of May, 2024

ARTICLE 43 – RESTRICTION CONCERNING OUTSIDE EMPLOYMENT

43.01 Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer, **except where doing so would give rise to a violation of the Employer’s Code of conduct**. However prior to engaging in employment, an employee will notify the Employer in writing of any outside employment opportunities which may be curatorial, museological, or art historical in nature. The Employer will inform the employee, within seven (7) days, if a conflict of interest exists between the proposed employment and the official duties of the employee.

Signed 31st day of May, 2024

ARTICLE XX - DOMESTIC VIOLENCE LEAVE

NEW

XX. 01 For the purposes of this article, domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member or someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counseling;
 - iv. to relocate temporarily or permanently;
or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. Notwithstanding clauses (b) to (c), an employee is not entitled to domestic violence leave if the employee is charged with an offense related to that act or if it is probable, considering the circumstances, that the employee committed that act.

Signed 31st day of May, 2024

ARTICLE XX – LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

NEW

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 Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.

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.04 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 31st day of May, 2024

APPENDIX “B” – LETTER OF UNDERSTANDING

Article 45.10 Staffing

The Parties agree to delete Appendix “B”

Signed 6th day of August, 2024

ARTICLE 5 – APPLICATION

5.02 In this Agreement, **expressions referring to the masculine or feminine gender are meant for all employees, regardless of gender.** ~~is used without discrimination and only to lighten the text.~~

Signed 6th day of August, 2024

ARTICLE 6 – MANAGEMENT RIGHTS

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

NEW

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 6th day of August, 2024

ARTICLE 7 – PUBLICATIONS AND AUTHORSHIP

- 7.01 **NEW** The parties recognize the need to promote creativity and innovation. For the purpose of this article, “publication” is defined as exhibitions catalogues, presentations, professional papers, articles, manuscripts, and monographs.
- 7.02 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work.
- 7.03 The Employer agrees that original publications prepared by the employee within the scope of ~~his~~ **their** employment, will be retained on appropriate files for the normal life of such files. The Employer will not refuse without cause authorization to publish them. **Should the Employer choose to publish the original publications, the Employer reserves the right to decide the most reasonable and appropriate publication format.** At the discretion of the Employer, authorship shall be recognized as much as possible in publications.
- 7.04 When an employee acts as a sole or joint author or editor of an original publication ~~his~~ **their** authorship or editorship shall normally be shown in the publication, **unless the employee expresses the wish to not be credited publicly.**
- 7.05 Where the Employer wishes to make changes in ~~material submitted for to~~ **the employee’s** publication with which the author does not agree, the employee shall not be credited publicly if ~~he~~ the employee so requests.
- 7.06 The Employer may suggest revisions to ~~material~~ **the employee’s publication** and may withhold approval to publish ~~an employee’s publication.~~
- 7.07 When approval for publication is withheld, the author(s) shall be informed in writing of the reasons, if requested.
- 7.08 Subject to the employee’s obligation on ethics, nothing in this Article shall be construed as preventing an employee from publishing and owning the registered articles, books, and other materials and inventions provided that the work is done during the employee’s non-work hours and the work or material has not been sponsored or commissioned by the Employer.
- 7.09 **NEW** Should the Employer not wish to disseminate publications

produced by an employee during the normal course of their duties, the employee may seek approval from the Employer to publish their publication elsewhere.

Signed 6th day of August, 2024

ARTICLE 15 – SICK/INJURY ON DUTY LEAVE

15.01 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. For every subsequent month of continuous employment, an employee shall earn sick leave** at the rate of nine point three seven five (9.375) hours for each **completed calendar month of continuous service** ~~for which he 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.**

15.02 An employee shall be granted sick leave with pay when ~~he~~ **the employee** is unable to perform ~~his~~ **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** provided that **the employee** ~~he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and he~~ has the necessary sick leave credits.

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

15.03 Unless otherwise informed by the Employer, a declaration signed by the employee stating that because of illness or injury ~~he~~ **the employee** was unable to perform ~~his~~ **their** duties, shall, when delivered to the Employer, be considered as meeting the requirements.

Signed 6th day of August, 2024

ARTICLE 18 – LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF IMMEDIATE FAMILY

18.01 Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee’s immediate family, as defined in Article 3.01 f), for whom the employee has care giving responsibility. Care giving responsibility is defined as prime responsibility for providing care to a member of the immediate family who is unable to live independently.

(ia) an employee shall notify the Employer 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;

(iib) leave granted under this clause shall be for a minimum period of four (4) weeks;

(iiic) the total leave granted under ~~this clause~~ **Article 18.01** shall not exceed three (3) years during an employee’s total period of employment with the Employer;

...

18.03 Leave granted under ~~this clause~~ **Article 18.01** for a period of more than three (3) months shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and from the calculation of “service” for the purpose of calculating vacation leave;

NEW

18.06 Compassionate Care Leave (without pay)

a) For the purpose of this Article, “family member” shall be as defined in 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 18.06b) 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 18.06 ceases to apply.**
- f) Leave granted under Article 18.06 shall count for the calculation of “continuous employment” for the purposes of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.**

18.067When an employee is returning to work from the leave and subject to operational requirements, the Gallery agrees to consider, should the employee so request, a return to work involving part-time work, job sharing and/or variable hours of work. Such request shall not be unreasonably denied.

Signed 6th day of August, 2024

ARTICLE 25 – PROFESSIONAL DEVELOPMENT LEAVE

Attendance at Conferences and Conventions

25.07 In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity periodically to attend conferences and conventions, which are related to his **the employee's** field of specialization, subject to operational requirements **and upon prior written approval from the Employer.**

Professional Development

25.10 The parties to this Agreement share a desire to improve professional standards by giving the employees, **at the discretion of the Employer**, the opportunity on occasion to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields, to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer, or to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.

...

NEW

25.15 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.

Signed 6th day of August, 2024

ARTICLE 34 – INFORMATION

34.01 The Employer agrees to supply the Institute, when changes occur **and on an annual basis**, with a list containing the following information;

- Name and level
- New employees
- Date of appointment of new employees
- **Job title**
- **Location**
- **Telephone number**
- **Personal email addresses**
- Leaves, except annual leave and sick leave
- Lay-offs
- Struck off Strength (SOS) with 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.

34.02 The Employer agrees to **provide** ~~supply each~~ employees with an **electronic** copy of the Collective Agreement ~~and will do so~~ within thirty (30) days of the signing of this Agreement.

34.03 Each new employee shall receive **a link to the electronic** a copy of the Collective Agreement and a notice, to be supplied by the Institute, telling the employee how to contact the Institute.

Signed 6th day of August, 2024

ARTICLE 48 – PAY ADMINISTRATION

48.04 When an employee is required **in writing** by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least **five (5)** ~~fifteen (15)~~ days, ~~he~~ **the employee** shall be paid acting pay calculated from the date on which **the employee** commenced to act as if ~~he~~ **the employee** had been appointed to that higher classification level for the period in which ~~he~~ **they** acts.

Signed 6th day of August, 2024

NEW APPENDIX “X” – MEMORANDUM OF AGREEMENT - TELEWORK

STATEMENT OF PRINCIPLE

The Gallery, in conjunction with the employee, agrees 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 work-life/home-life balance.

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 Institute. ~~Each request will be dealt with on a case by case basis by both the Gallery and the employee (in consultation with the Institute), taking into consideration the operational feasibility, cost effectiveness of the agreement, and the Employee’s demonstrated work habits, based on some or all of the criterias described further in this document and entitled “Successful Teleworkers”. The Gallery agrees that the employee’s request for telework will not be unreasonably denied.~~

Signed 13th day of August, 2024

ARTICLE 21 – LEAVE WITH PAY FOR FAMILY RELATED ACTIVITIES

21.01 For the purpose of this clause, immediate family has the meaning defined in Article 3.01 f). This clause also extends to any person for whom the employee holds a legally executed Power of Attorney.

21.02 An employee ~~may~~**shall** be granted a total of up to five (5) days of **personal leave with pay during any** per fiscal year **which can be used under the following circumstances:** ~~for family related responsibilities.~~

- 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;**
- 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 two (2) days per fiscal year, if the supervisor was notified of the appointment.**

Signed 13th day of August, 2024

ARTICLE 24 – OTHER LEAVE WITH OR WITHOUT PAY

24.03 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)~~ **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.~~

Signed 13th day of August, 2024

ARTICLE 41 – PAY ADMINISTRATION

41.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four point ~~two five~~ **six** (4.~~25~~**60**%) per cent for all straight-time hours worked during the period of part-time employment.

Signed 13th day of August, 2024

ARTICLE 48 – PAY ADMINISTRATION

48.03 A service pay increase of ~~one and one quarter percent (1.25%)~~ **two (2%)** will be paid to an employee once every year on the anniversary date of hiring or promotion. This increase is based on the employee's performance appraisal. No increase within the pay range will be given for an appraisal that is less than satisfactory. In the absence of an appraisal, performance shall be deemed satisfactory.

Signed 13th day of August, 2024

ARTICLE 50 – DURATION

50.01 Unless otherwise expressly stipulated in the text, the provision of this Collective Agreement shall become effective October 1, ~~2017~~ **2021** and expire on September 30, ~~2024~~ **2026**.

Signed 13th day of August, 2024

LETTER OF UNDERSTANDING

NEW

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.

Signed 13th day of August, 2024

LETTER OF UNDERSTANDING

NEW

The Parties agree to establish a Joint Consultation Committee during the life of this collective agreement to discuss the possibility of creating a Curatorial Promotions Policy.

Signed 13th day of August, 2024

APPENDIX "A" – PIPSC SALARY SCALES

~~A) — Effective the date of ratification, all employees in the bargaining unit will receive an additional one-time service pay increment of three and one quarter percent (3.25%). In the case of employees for whom this service pay increment would put them over the maximum for their salary scale, they shall instead be placed at the maximum of the salary scale, and shall receive a lump sum payment in respect of the balance of this one-time service pay increment. Employees already at the top of the salary scale will receive a lump sum payment equivalent to three and one quarter percent (3.25%) of their annual salary.~~

B) Economic Increases

October 1, 2021 – 1.50%

October 1, 2022 – 4.75%

October 1, 2023 – 3.50%

October 1, 2024 – 2.25%

October 1, 2025 – 2.00%

Agreed to on August 12, 2024

**LETTER OF UNDERSTANDING CONCERNING ARTICLE 17 –
MATERNITY/PARENTAL LEAVE WITHOUT PAY**

The parties recognize that the Professional Institute of the Public Service of Canada (PIPSC) 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. Should such changes be agreed-upon between PIPSC and the Treasury Board, the parties agree to meet and review such changes, where applicable. ~~The collective agreement may be reopened to adopt such changes. 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.