

SOURCE	Comp		
EFF.	91	12	31
TERM.	93	11	30
No. OF EMPLOYEES	80		
NOMBRE D'EMPLOYÉS	JF		

COLLECTIVE AGREEMENT

B E T W E E N

**ART GALLERY OF ONTARIO
(hereinafter called the "Gallery")**

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
and its Local 535
(hereinafter called the "Union")**

December 1, 1991

to

November 30, 1993

0883 303a

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ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to maintain and improve collective bargaining between the Art Gallery of Ontario and the Union, to recognize the mutual value of joint discussions in all matters pertaining to working conditions and employment, to further the purposes and objectives of the Gallery in a spirit of co-operation and understanding, to encourage efficiency in operations, and to promote the morale, well-being and security of all employees.

ARTICLE 2 - RECOGNITION

2.01 The Gallery recognizes the Union as the sole bargaining agent for all full-time employees of the Gallery in the Municipality of Metropolitan Toronto, save and except Department Heads, persons above the rank of Department Head, persons regularly employed for not more than 24 hours per week, students employed during the school vacation period, those positions excluded by the certificate issued by the Ontario Labour Relations Board dated May 1, 1980, and those positions excluded from the bargaining unit as at the date of this agreement.

New positions created during the term of the collective Agreement not referenced in 2.01 above, and which in the opinion of the Gallery are excluded from the bargaining unit as a result of S. 1/(3) (b) of the Labour Relations Act may be the subject of an application to the OLRB pursuant to S. 106(2) of the Labour Relations Act in the event the Union disputes such exclusion. If the Board determines the person performing the job duties and responsibilities is an employee within the meaning of the Act, such position shall be included in the bargaining unit. The inclusion of any person in the bargaining unit shall be effective as of the date of the decision of the OLRB and such decision shall not, in any event, have retroactive effect prior to the date of application by the Union to the OLRB. It is agreed by both parties that the Board's decision will be final and binding.

ARTICLE 3 - TEMPORARY EMPLOYEES

3.01 The Gallery may, from time to time, hire temporary employees when a vacancy is created due to illness, pregnancy/parental leave or a leave of absence, or where there is a specific task of a definite term to be performed.

3.02 The rate to be paid to temporary employees will be determined by the Gallery with reference to Schedule A.

3.03 A temporary vacancy over thirty (30) working days shall be posted in accordance with Article 16.

3.04 It is understood that temporary employees from outside the bargaining unit will not be hired for such vacancies if a bargaining unit employee possesses the level of expertise required for the job and has been given the opportunity to apply for such job. Neither shall temporary employees from outside the bargaining unit be hired where employees under this agreement are on lay-off and are willing and have the required skills, ability and physical capacity to perform the work available.

3.05 The Gallery shall post such vacancies under thirty (30) working days where it is determined that such vacancy can be used to provide temporary training and experience to employees which may assist them when applying for future job vacancies. It is understood, however, that the interest of the Gallery in maintaining an efficient operation and in effectively utilizing its employees is of primary importance when considering applicants for such temporary Vacancies.

3.06 Upon completion of sixty (60) days of work with the Gallery, the Union security, seniority and benefit provisions of the agreement shall apply.

3.07 Temporary employees shall have the right to grieve in the event of discipline up to and including discharge and the Union may process such grievance through the Grievance Procedure up to and including arbitration.

3.08 It is understood that temporary employees shall be terminated at the end of the period of the definite term or at the completion of the task period. This termination may not be grieved under Article 3.07.

ARTICLE 4 . MANAGEMENT RIGHTS

4.01 The union recognizes that the management of the Gallery and the direction of employees are fixed exclusively with the Gallery and shall remain solely with the Gallery except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Gallery to:

- (a) maintain order, discipline, and efficiency;

- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall, and suspend or otherwise discipline for cause employees subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- (c) in the interest of efficient operation and highest standard of service to the people of Ontario, determine job ratings or classification, hours of work, work assignments, determine the number of personnel required, and services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees and which shall not be inconsistent with the provisions of this Agreement.

4.02 The Gallery agrees that these functions will not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - STRIKE OR LOCKOUT

5.01 The Gallery agrees that there will be no lockout of employees, and the Union agrees that there will be no strike, picketing, or other interference with the operation of the Gallery. The words "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 6 - UNION SECURITY

6.01 All employees shall have deducted from the first pay in each calendar month an amount equal to the regular monthly union dues; and the Gallery shall remit the same by cheque to the Director of Finance of the Union not later than the 15th day of the following month. Any such deduction shall take effect as of the next regular deduction date after the date of hire.

6.02 The Union will indemnify and save the Gallery harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.

6.03 The Gallery agrees to advise new employees that a collective agreement is in effect and to refer the employee to any provisions relating to Union dues deduction. The Gallery will provide a copy of the collective agreement to each employee. The Gallery will release each newly hired employee from their regular scheduled duties for 1 hour to attend a union orientation session. The hour will be paid at the regular straight-time rate.

6.04 The Gallery shall provide upon request by the Union Local President or her designate with the following lists on a monthly basis:

- (a) bargaining unit employees hired in the previous month along with their effective hire and position;
- (b) bargaining unit employees who leave the bargaining unit in the previous month along with their effective date of leaving and positions left;
- (c) bargaining unit-employees who change positions within the bargaining unit, the effective date of the change, their old and new positions;
- (d) non-bargaining unit postings.

ARTICLE 7 - RELATIONSHIP

7.01 The Gallery and Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.

7.02 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Gallery, except as specifically permitted by this Agreement or in writing by the Gallery.

ARTICLE 8 - NO DISCRIMINATION

8.01 The Gallery and the Union agree that there shall be no discrimination by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or marital status.

8.02 The Union agrees that employees may only seek relief under this Article where no complaint is made pursuant to the Ontario Human Rights Code. Furthermore, should a grievance alleging discrimination be settled during the Grievance Procedure or resolved at Arbitration, such settlement or resolution shall be deemed to be a settlement between the grievor and the Gallery for purposes of the Ontario Human Rights Code.

ARTICLE 9 - CORRESPONDENCE

9.01 Unless otherwise specified herein, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall, in the case of correspondence being sent from the Union to the Gallery, be sent to the Human Resources Director his/her designate; correspondence from the Gallery shall be sent to the President of the Union Local or his/her designate.

9.02 The Union agrees to supply the Gallery with the names of the officers of the Union and of any changes as they from time to time occur.

ARTICLE 10 - LABOUR-MANAGEMENT COMMITTEE

10.01 A Labour-Management Committee shall be established consisting of three representatives of the Union and three representatives of the Gallery. Such committee may meet from time to time at mutually agreeable times in order to discuss matters of mutual concern. This Committee shall not be used as a means to circumvent the Grievance Procedure. The party requesting a meeting shall present an agenda of matters to be discussed at the time the request is made. Any matters to be added to the agenda shall be brought to the attention of the Committee in advance of the meeting.

10.02 A staff representative of the Union may, at her option attend any meeting of this committee. Similarly, a representative of the Gallery's Human Resources Department may attend.

ARTICLE 11 - REPRESENTATION

11.01 The Gallery will recognize a Negotiating Committee consisting of not more than four employees to be selected by the Union. The Gallery agrees to meet with the Union Negotiating Committee from time to time at mutually agreeable times in order

to negotiate a **renewal** of this collective agreement. Members of the Negotiating Committee shall not **suffer any** loss of pay for **the** time spent negotiating with the **representatives** of the **Gallery** up to and including conciliation, but not beyond.

11.02 The **Gallery recognizes** the right of **the Union** to elect **stewards** ~~from~~ employees to **assist** the employees in **presenting grievances** to representatives of the Gallery. It is understood and **agreed that** **stewards** shall be **elected** ~~from~~ employees who have completed their probationary period of service ~~at~~ the Gallery. The Union may designate up to **thirteen (13)** **stewards** and one **Chief Steward** to represent employees. **The Union shall inform the Gallery in writing of the name** of the **stewards** and **the Chief Steward** and **the effective dates** of their election.

11.03 The Union acknowledges that the steward **has regular** duties to perform on behalf of the **Gallery**, and **that** she will not leave such duties Without obtaining the **permission** of the **immediate** managerial supervisor. **This permission will not be unreasonably withheld. Stewards** and the Chief Steward shall not suffer **any** loss of pay for **total** time spent in preparing and presenting **grievances**, up to but not including arbitration.

11.04 The **Gallery** agrees to provide **the convenient space** in the Gallery ~~where~~ the Local Union may keep a **filing** cabinet for its **own use** and, **on an ad hoc basis, will attempt to provide** facilities for **use by officers** and **stewards** of the trade union to discuss **grievances**. **It is understood and agreed that this is not a guarantee that meeting facilities will** always be available. **Furthermore,** nothing in this Article should be construed as granting permission to ~~meet~~ during working hours and **permission to, meet** on Gallery premises during working hours **must** be obtained in **advance** of any meeting.

11.05 A Staff Representative may have access to the Gallery premises with the **advance** approval of the Human **Resources** Director. The Union **agrees** that the Staff **Representative** will not **engage in any activity** which has **the effect of interfering** with **the** regularly scheduled **work** of employees except to the extent specifically authorized by the Human Resources **Director** or his/her designate.

11.06 In the interest of **the more** orderly administration of **this** agreement, the **Gallery** will permit **the Local President** and **Chief Steward** a **combined total** of five **(5)** hours **per week** without loss of pay or benefits for the purpose of conducting **the administrative business** of the **Union** Local. **The** scheduling of **this** time off will be **arranged** through discussion with the appropriate supervisor.

ARTICLE 12 - COMPLAINT AND GRIEVANCE PROCEDURE

Complaint Procedure

12.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate managerial supervisor an opportunity of adjusting her complaint. Such complaint shall be discussed with or submitted in writing to her immediate managerial supervisor within twelve (12) calendar days after the circumstances giving rise to the complaint have occurred, or the date the employee ought reasonably to have become aware of such circumstances. In submitting a complaint, an employee may be assisted/accompanied by a Union Steward. Failing settlement or satisfactory response within four (4) calendar days, it may then be taken up as a grievance within four (4) calendar days following advice of the supervisor's decision in the following manner and sequence:

Grievance Procedure

Step No. 1

The employee assisted by a steward, if she so desires, may submit a written grievance signed by her to her Department Head and Division Head. The nature of the grievance, the remedy sought and the section or sections of the agreement which are alleged to have been violated shall be identified in the grievance. The Department Head and Division Head will deliver their decision in writing within seven calendar days following the day on which the grievance was presented to them. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the Union may submit the written grievance to the Human Resources Director or his/her representative, at which time the matter will be reviewed and a decision in writing of the Gallery shall be given within fourteen (14) calendar days from the date on which the grievance is lodged under this Step No. 2.

The Local Union or the Gallery may request a meeting with the other to discuss a grievance at Step No. 2 at a time and place mutually agreeable. A staff representative of the Union may be present at such meeting by the invitation of either party. Where no meeting is held the matter may be referred to arbitration pursuant to Article 12.03.

Policy Grievance

12.02 A complaint or grievance arising directly between the Gallery and the Union concerning the interpretation, application, or alleged violation of this Agreement (which would not normally be grieved by an individual employee), shall be originated under Step No. 2. Failing settlement under Step No. 2 within fourteen (14) calendar days, it may be submitted to Arbitration in accordance with paragraph 12.03. Any grievance by the Gallery or the Union as provided in paragraph 12.02 hereof shall be commenced within fourteen (14) calendar days after the circumstances giving rise to the complaint have occurred, or the date the Gallery or the Union ought reasonably to have become aware of such circumstances.

12.03 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to Arbitration as set forth in Article 13. If no written request for arbitration is received within seven (7) calendar days after the decision under Step No. 2 is given, it shall be deemed to have been withdrawn and not eligible for arbitration. Such action will be without prejudice to future grievances of a similar nature.

12.04 All agreements reached under the Grievance Procedure between the representatives of the Gallery and the representatives of the Union will be final and binding upon the Gallery and Union and the employees.

12.05 Where no answer is given within the time limits specified in the Grievance Procedure, the employee concerned, the Union and the Gallery shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance not processed within the time limits specified in the Grievance Procedure shall be deemed to have been abandoned.

12.06 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. When a grievance affects two (2) or more employees, the Union may submit a policy or group grievance on behalf of such employees.

Dismissal Grievance

12.07 A claim by an employee who has completed her probationary period that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance

is lodged at **Step No. 2 of the Grievance Procedure** within **ten (10) calendar days after the employee ceases to work for the Gallery**, and the first **step** of the Grievance Procedure will be **omitted in any such case**. **The Gallery will provide** a copy of notice of **dismissal to the Union Chief Steward** at the **same time** as it is given to the employee.

Such **special grievance** may be **settled under the Grievance and Arbitration Procedures** by:

- (a) confirming **the Gallery's** action in dismissing the employee; or,
- (b) **reinstating the** employee with full compensation and seniority for the **time** lost; or,
- (c) by **any other** arrangement which is just in **the opinion of the parties** or the arbitration board if **appointed**.

12.08 Each of the **time limits** described above shall be **extended by one (1) day** to **accommodate** each **statutory holiday** recognized in this collective agreement **which occurs** during the **period** in question.

ARTICLE 13 - ARBITRATION

13.01 If the **Gallery** or the **Union** requests that a grievance as above provided be submitted to Arbitration, it shall make such request in **writing** addressed to the other party to this agreement, and at the **same time** nominate an arbitrator. **Within** fourteen **calendar** days **thereafter**, the other party shall nominate an arbitrator and **notify** the party requesting Arbitration. **The two arbitrators** so nominated shall, within seven calendar days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and chairperson of the arbitration board. If they are unable to agree on such a chairperson, they may then request the Minister of **Labour for the Province** of Ontario to appoint a chairperson. In the event of default by either party nominating its representatives to the arbitration board, the other party may apply to the Minister, who shall have **power** to effect such appointment.

13.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

13.03 The arbitration board shall not be authorized to alter, modify, or amend any part of the terms of this Agreement, or to substitute any new provisions in lieu thereof, or to deal with any matter that is not a proper subject for grievance under the agreement, nor to give any decision inconsistent with the terms and provisions of this agreement, subject to paragraph 13.07 thereof.

13.04 No matter may be submitted to Arbitration which has not been properly carried through the Complaint and Grievance Procedure, except that the parties may agree in writing to extend the time limits fixed in both the Grievance and Arbitration Procedures.

13.05 The decision of the majority of the arbitration board will be final and binding upon the parties hereto, and the employees.

13.06 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the chairperson of the arbitration board.

13.07 The Gallery and the Union may by written agreement substitute a named single arbitrator for the board of arbitration provided for herein and the named single arbitrator shall possess the same powers and be subject to the same limitations as the board of arbitration.

ARTICLE 14 - EMPLOYEE RECORDS

14.01 The Gallery shall provide an employee with a copy of any written disciplinary notation to be entered in her personnel file. Each employee may request to the Human Resources Director, the removal of written disciplinary notations and any replies to them, that have been in her official personnel file for more than twenty-four (24) months. The removal of such notice shall be at the discretion of the Gallery.

14.02 Similarly, should an employee be suspended or terminated such action shall be confirmed in writing to the employee and to the Union.

14.03 It is understood and agreed that where the Gallery management reviews individual employees and prepares formal performance evaluations relating to employees as part of a program of personal evaluation, the employee will be asked to participate in the appraisal process by completing a self-appraisal which will form part of the performance appraisal that is placed on her file. A copy of the final evaluation shall be given to the employee concerned.

14.04 *All* employees shall have access to **their** personnel files upon reasonable request to the Human Resources Director or her deputy and with reasonable notice.

ARTICLE 15 - SENIORITY

15.01 An employee will be considered on probation and will not be subject to the provisions of this Agreement, nor shall her name be placed on the seniority list until after she has completed sixty days of work with the Gallery. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list with seniority dating from the date she was last employed by the Gallery. An employee on a probationary period shall not be the subject of a grievance.

15.02 Part-time employees with the Gallery shall complete the appropriate probationary period for their position.

15.03 Seniority will be maintained but shall not accumulate during leaves of absence. An employee shall not receive pay in excess of three months' pay in the calendar year for any leave and during the period an employee is on Long Term Disability.

15.04 A bargaining unit seniority list shall be posted annually. After such posting, the list shall become final with respect to the employees designated therein, except as to any employee who has disputed the accuracy of her seniority date, in which case it will be subject to adjustment, if established to be inaccurate. The Union shall be provided with a copy of the seniority list.

15.05 A person shall lose all seniority and shall be conclusively deemed to have terminated employment with the Gallery if she:

- (a) voluntarily quits the employ of the Gallery; or
- (b) is discharged and such discharge is not reversed through the Grievance Procedure; or
- (c) fails to report to work within five working days after being notified by the Gallery to report for work, unless a satisfactory reason is given; or
- (d) is absent for three (3) consecutive working days unless a satisfactory reason is given; or

- (e) **fails to return to work** upon the termination of an authorized leave of absence unless a **satisfactory reason** is given, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless a **satisfactory reason** is given; or
- (f) **is absent** due to lay-off of more than six months in the case of employees with **seniority of less than six months**; or
- (g) is absent due to **lay-off of more than twelve months** in the case of employees with seniority of **more than six months but less than three years**; or
- (h) is absent due to **lay-off of more than eighteen months** in the case of employees with seniority of more than **three years**.

15.06 It shall be a condition of employment that employees **notify** the Gallery in writing of any change of **address** or telephone number. The **Gallery** shall be entitled to **rely upon the last address** and telephone number **furnished** by the employee for all purposes.

15.07 **When a full-time employee is transferred from the full-time bargaining unit to a regular part-time position in the part-time bargaining unit**, such employee **will** maintain her seniority accumulated as of the **date** of the transfer. Such **seniority will be exercisable only in the full-time bargaining unit** should such employee return to that unit. **When in the part-time bargaining unit**, the employee will accumulate seniority in accordance with **Appendix 1, Schedule C applicable to regular part-time employees**. Should the employee return to the full-time bargaining unit, her seniority in the full-time unit **will be that** accumulated at the time of transfer into the **part-time** unit plus the seniority accumulated in the part-time unit in accordance with **Appendix 1, Schedule C, clause .09**.

- (a) **When a part-time employee is transferred from the part-time bargaining unit, to the full-time bargaining unit**, her service and **seniority in the full-time unit shall be calculated on the basis of one year equals 1,800 hours**.

15.08 **When a full-time employee who has previously worked as a regular part-time employee is transferred from the full-time bargaining unit to a regular part-time position in the part-time bargaining unit**, such employee **will** be able to carry with her any part-time **seniority previously accumulated in accordance with Appendix 1, Schedule C**. Such existing part-time **seniority** shall be exercisable in the part-time unit in accordance with the **applicable seniority provisions**.

15.09 Full-time employees who **are** employed in the part-time bargaining **Unit after being laid-off from the full-time bargaining unit will retain** recall rights under the full-time agreement, Article 15.05 and Article 17.04 (a), (b) and (c).

ARTICLE 16 - VACANCIES AND NEW POSITIONS

16.01 The Gallery shall post notice of permanent and **temporary job vacancies** subject to Article 3 for a period of five working days before **any** such job is permanently filled with the **exception of job vacancies in retail operations which shall be posted for three working days, Probationary employees shall not be entitled to apply for posted vacancies.** It is agreed that the Gallery will not interview applicants **from outside** until the applications received **from existing employees have been reviewed and bargaining unit candidates have been interviewed.** **Further,** the Gallery will notify **existing** applicants in **writing** once the successful applicant is selected.

16.02 When a notice of permanent or temporary job vacancy is posted it shall contain the following information: **nature of position; qualifications; skills and education required; proposed hours of work and wage or salary rate or range.** It is understood that **all positions are open equally to male and female applicants.**

16.03 In filling a vacancy the **qualifications, skill, ability, experience, physical capacity to perform the work, and seniority shall be considered.** Where the above listed **factors** (except seniority) **are** relatively **equal** between applicants, **seniority shall be the governing factor.**

16.04 Nothing in this Article shall be construed as **restricting** the right of the **Gallery to temporarily assign an employee to a job on a temporary basis until arrangements have been made to promote or transfer the employee selected to fill a vacancy.**

16.05 A temporary transfer or assignment shall not exceed a period of **three (3) months unless** such temporary transfer is made **to fill a vacancy created by a leave of absence granted to an employee.**

16.06 It is recognized that periods of **temporary absence can be used to provide temporary training and experience to employees, which may assist them in applying for future job vacancies.** The Gallery, therefore, shall **endeavour to distribute such opportunity equitably among employees in order of seniority who are or have been employed in a similar or related job.** It is understood, however, that **the interest of the Gallery in maintaining an efficient operation and in effectively utilizing its employees is of primary importance in assigning employees to temporary vacancies.**

16.07 In filling vacancies the **Gallery** may consider and **select the** senior *applicant* who does not possess the requisite **qualifications to meet the job requirements** but who **is engaged in some special training** in order to become qualified for such position, provided **the employee will become qualified** within a **reasonable period** of time.

16.08 The **Gallery shall** endeavour to post **notice** of permanent and temporary (as per Article (3) job **vacancy** at least five (5) days **before** a vacancy is to occur in normal **circumstances** and **at least** five (5) days **after** a vacancy has **occurred** in **extraordinary circumstances**.

ARTICLE 17 - LAYOFF AND RECALL

17.01 Where the **Gallery** decides to lay-off employees, **the Gallery shall consult the Union** before **the affected** employees **are notified** pursuant to **Article 17.03**. The **Gallery and the Union** shall discuss the **reasons** for the lay-off, possible **alternative** actions to avoid or **minimize the** scope of **the lay-off** and **the positions** and/or individuals **to be declared** redundant.

17.02 Where an employee with **seniority** is to be temporarily laid off, the **Gallery will** provide a minimum of **ten (10)** working days notice in **writing** unless **the** circumstances for **the layoff** are **deemed** by the **Gallery** to be beyond its control. Further, should **the layoff** be expected to be in **excess** of **six** weeks but less than **thirteen weeks**, an employee **with seniority** may **elect** to take up to five (5) days of the ten (10) days written **notice period** as pay in lieu of notice in order to **seek other** employment.

17.03 Where an employee with seniority is **to** be laid off indefinitely, or in **any event** for **more than thirteen weeks**, **the Gallery will** provide minimum **written** notice as **follows**:

Number of Years Service

Number of Working Days

Written Notice

up to 2	10
3	15
4	20
5	25
6	30
7	35
8	40

Employees **with two (2) or more years of service** may elect to take up to ten **(10)** paid **working** days during the notice period to actively **seek** alternate employment through **interviews, written or telephone applications**. **Time-off** must be mutually **agreed** upon by the employee and their managerial supervisor. Any **unused** paid time **off** may also be taken immediately prior to the termination of the notice period.

Alternatively, an employee with **two (2) or more years of service** may elect to take up to ten **(10)** days in lieu of notice immediately prior to the **termination of** the notice period. **Employees receiving twenty (20) or more days written notice** must provide two weeks notice of **their** intent to elect this option.

It is understood that any pay in lieu of notice or paid time off shall form **part** of the written notice period.

The Gallery will endeavour in **all circumstances of layoff** to provide additional written notice **where** possible.

17.04 Severance pay will be provided in accordance with the Employment Standards Act. An employee may **choose** between retaining **recall rights and receiving severance pay**. If the employee chooses to retain **recall rights** in accordance with Article 15.05, **severance pay will be paid to the Director of Employment Standards**. The severance pay will be paid out to the employee when recall rights expire.

- (a) The Gallery will lay off employees in reverse order of seniority provided **those employees retained have the required skill, ability and physical capacity to perform the work**. Similarly, **an employee who has been laid off may displace an employee with less seniority provided the senior employee has demonstrated the ability and has the qualifications to perform the duties of the job**.
- (b) The Gallery **will recall** laid-off employees in order of seniority **and the employee will be provided with an opportunity to present their qualifications as to their abilities, skills and physical capacity to perform the work**.
- (c) **Notice of recall to a person shall be good and sufficient if sent by registered mail by the Gallery to the last address the person has communicated in writing to the Gallery**. The date of sending of such notice **shall be deemed to be the date the employee receives such notice**. **The Gallery will inform the Union of notice or recall**.

17.05 The recalled employee **must** notify the Gallery of her intention to return to work within five (5) days of the date of recall notice; and must return to work within *ten (10) working days* of recall notice.

17.06 **No** new employees may be hired into a position until all laid-off employees **have been given the opportunity to fill the position in accordance with 17.04 (b) and 17.04 (c).**

17.07 **No** volunteer labour shall be used to perform the work of a laid-off employee.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 **Personal Leave:** Leave of absence without pay for legitimate personal reasons may be granted by the Gallery upon written request. Vacation and sick leave credits will not continue to accumulate during a leave of absence in excess of 3 months.

18.02 **Union Business Leave:** The Gallery may grant leave of absence without pay to not more than three employees for a total period not exceeding thirty working days in one calendar year to attend Union conferences or conventions, provided reasonable notice is given by the Union to the Gallery and such absence will not unduly interfere with the operation of the Gallery.

18.03 **Election Leave:** The Gallery agrees to grant a leave of absence without pay or benefits to an employee who is a declared candidate in any municipal, provincial, or federal election. Such leave of absence shall be for a reasonable period of time prior to the election, in order to allow campaigning, and for one term of office, if elected.

18.04(a) **Union Executive Board Leave:** Upon request by the Union, confirmed in writing, and provided that one (1) week's notice is given, leave of absence with no loss of pay or benefits not in excess of two (2) days per month shall be granted to an employee elected as an Executive Board member or Executive Officer of the Union for the purpose of conducting the internal business affairs of the Union.

(b) The Union will advise the Gallery in writing of the name of such employee, immediately following her election.

(c) Leave of absence with no loss of pay or benefits shall be granted to accommodate reasonable travel time.

- (d) The **Union** will reimburse the **Gallery** monthly for the **salary** and all **benefits** paid to a **member** of the **Executive Board** and Executive **Officer** granted leave under this article and in the event the **Gallery** incurs **additional expense** by way of **salary or otherwise**, the **Union** shall reimburse the **Gallery** for the **additional expense**.

18.05 Where an employee is **granted personal** leave pursuant to Article 18.01 or is **granted election leave pursuant** to Article 18.03, such employee may, prior to commencing such leave, **subject to terms and conditions of individual benefit plans**, make **arrangements with the Gallery** to **pay for continuation of insurance benefits**. It is understood and agreed **that the employee is** responsible for **full payment of the employee benefits** in which the **employee is participating for the period** of absence and this shall be communicated to the employee in **writing at the time the arrangements are made**.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 In the **event** of the death of an employee's mother, father, **spouse** including common-law, child, brother, **sister**, mother-in-law or father-in-law, **the** employee will be granted **up to three (3) days** leave of **absence** without loss of **regular** pay. It is understood that **an employee shall** not receive payment for absence on **a day or days** on which she would not otherwise have worked.

19.02 In the event of the death of an employee's brother-in-law, sister-in-law, **grandparents**, or grandchildren, the employee will be **granted one day** leave of **absence with pay** to attend the **funeral**. It is understood that in **some** circumstances one **day** will be insufficient and **additional** leave **may** be **granted** pursuant to paragraph 19.03 herein.

19.03 In other cases, where **there has been a loss by death**, the **Gallery** may, **at its discretion**, grant compassionate leave with pay for a **period** of up to three days.

ARTICLE 20 - JURY DUTY

20.01 The **Gallery** shall pay an employee **who** is required for Jury service, for **each day of service**, the **difference** between her straight time hourly **rate** for the number of **hours she normally works** on her **shift** which she spent **on Jury service**, and the payment she **receives** for Jury **service**. The employee will present **proof of service and the amount of pay received**. Such employee **must** return **to work** at every reasonable opportunity **during the period of such Jury duty**.

ARTICLE 21 - GENERAL

21.01 Where the Gallery agrees with an employee that a certain course may enhance the job performance of an employee, the Gallery may, at the discretion of the Human Resources Director, agree to pay for a portion of the tuition fee payable for such course.

21.02 Where the Gallery requires an employee to take a course in order to update the employee's qualifications for the job held by the employee, the total cost of such course shall be paid by the Gallery.

21.03 Where an employee is required to write an examination during working hours for a job-related course approved pursuant to Article 21.01 or 21.02, the Gallery agrees to allow time off without loss of pay to enable such person to write the examination.

21.04 Where courses are offered outside the Gallery which the Gallery feels may be of interest to employees, notification of such courses will be made by posting on the notice board.

21.05 An employee who has reached normal retirement age of sixty-five (65) years and is able to perform the full requirements of her job may, at the discretion of the Gallery, and with the agreement of the employee, be offered continued employment. As a matter of policy the Gallery recognizes the desirability of providing six (6) months notice of termination of employment to employees who continue employment beyond normal retirement age and where practicable will provide such notice. In any event, the Gallery agrees to provide three months notice of termination of employment unless such termination results from lay-off or is for cause.

21.06 An employee who has become disabled through injury or illness and is unable to perform the full requirements of her job, may, at the discretion of the Gallery, be offered alternative employment consistent with her physical capacity. Where such employment opportunity exists, the Gallery may offer such opportunity to disabled employees without complying with the job-posting provisions of the collective agreement.

21.07 Whenever the singular or feminine is used in this agreement, it shall be considered as if the plural or masculine has been used where the context of the Agreement so requires.

21.08 Where an employee is scheduled for and works in excess of two (2) hours of overtime immediately following the end and/or immediately preceding the beginning of her normal work day, such employee shall receive \$8.00 meal allowance.

21.09 Except for the **normal** scheduling of meal breaks, the **Gallery** shall not schedule employees on a split **shift** basis.

21.10 **Except** for **Dining Services** and **General/Office Staff**, work schedules shall be posted **two (2) weeks in advance**. The **Gallery** will endeavour to discuss any change in **such** schedules with the individual prior to change and shall endeavour to give **forty-eight (48) hours notice of change**, should any be made.

In **Dining Services**, the **Gallery** shall post work schedules **seventy-two (72) hours** in advance.

21.11 The **Gallery** **agrees** that it shall provide for the purposes of the **Union** a bulletin board at a convenient location. The **Union** shall use such **bulletin** board for the **posting** of **notices** of **Union business**. It is understood that materials posted will be pertinent to **the** **Union Local** and will be approved in advance of **posting** by the **Local President** or **Chief Steward**.

ARTICLE 22 - SAFETY AND HEALTH

22.01 The **Gallery** is committed to the **maintenance** of a safe and **healthy** work environment for its employees and the **promotion** of **good** health and **Safety** practices.

It is **agreed** that **the** **Gallery** and **the** **Union** shall **cooperate** in **ensuring** that:

- **Health** and **Safety** legislation is complied with;
- **General** principles of **safety** **are followed** in the prevention of accidents;
- protective equipment is provided to and **used** by employees **as required**;
- Employees receive appropriate training **with** respect to **safety** procedures.

22.02 **An** employee **who** is injured during working hours, and is required to leave for **treatment** or is **sent** home **as a result** of such injury, shall receive payment for the **remainder** of the shift at her regular **rate** of pay without deduction from sick leave, **unless** a doctor or nurse states that the employee is fit for further **work on** that shift.

22.03 The **Gallery** agrees to contribute 100% up to a maximum of seventy-five dollars (**\$75**) annually towards the cost of **safety footwear** to employees with **seniority who are required** by the **Gallery** to **wear** protective **footwear**. **Persons** successfully completing their probationary **period** will be reimbursed. When requested by the **Gallery**, the employee shall provide proof of purchase.

22.04 The **Gallery** will continue to provide regulation eye protection as required for employees who are required to wear eye protection.

22.05 After each hour of continuous operation of a video display terminal (VDT), a VDT operator may cease operation of the VDT for a period of ten (10) minutes and undertake other duties.

A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Gallery together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.

Upon receipt of the written request, the Gallery shall, where possible, assign the employee to a vacant position provided that she is able and qualified to perform the required duties, and provided the vacancy is not in a higher rated classification.

Where an employee is assigned to a vacancy in accordance with this article, the provisions of Article 16 (Vacancies and New Positions) shall have no application.

Where an employee is assigned, pursuant to this article, to a position in a classification with a lower salary maximum than the salary maximum of her existing classification, she shall be paid at the rate within the salary range of the new classification which is closest to but not more than the rate she was receiving in her existing classification.

Where it is not possible to assign an employee to an alternative position, the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence pregnancy leave. It is understood that this leave shall form part or all of the extended pregnancy leave as outlined in articles 23.11.

An employee who does not accept an alternate position may elect to either continue work in her original position or request leave of absence in accordance with this article.

ARTICLE 23 - PREGNANCY/PARENTAL LEAVE

23.01 Pregnancy leave is a leave of absence for a period of seventeen (17) weeks by reason of the employee's pregnancy. Parental Leave is a leave of absence for a period of eighteen (18) weeks, for natural or adoptive parents or a person in a relationship of some permanence (common-law regulations to apply) with a parent who intends to treat the child as his or her own.

23.02 The service requirement for eligibility shall be **13 weeks of continuous service.**

23.03 Pregnancy/parental leave of absence shall be granted in accordance with the provisions of the Employment Standards Act.

23.04 The employee shall give written notification of her request for leave together with her expected date of return, two (2) weeks prior to the commencement of the leave. At such time she shall also furnish the Gallery with her doctor's certificate as to pregnancy and expected date of delivery. This notice requirement will be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.

23.05 The employee shall reconfirm her intention to return to work on the date originally provided to the Gallery in 23.04 above by written notification received by the Gallery at least two (2) weeks in advance thereof.

23.06 When persons are hired or transferred into the bargaining unit to replace employees who are on approved pregnancy/parental leave, the period of employment of such persons will not exceed the pregnancy/parental leave. The release or discharge or transfer out of the bargaining unit of such persons shall not be the subject of a grievance or arbitration.

23.07 An employee who proceeds on pregnancy/parental leave pursuant to this Article may, prior to commencing such leave, make arrangements with the Gallery to pay the employee's portion, if any, of any benefit or pension plan in which she is enrolled.

23.08 An employee entitled to pregnancy/parental leave, who has one (1) year of continuous service and who provides the employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid an allowance, calculated as follows:

- (a) for the first 2 weeks, the employee shall receive the lessor of either 95% of her actual regular weekly earnings or 95% of the maximum weekly insurable earnings under the Unemployment Insurance Act;
- (b) up to a maximum of fifteen (15) additional weeks for pregnancy leave or ten (10) weeks for parental leave, payments equivalent to the difference between the sum of the weekly U.I.C. benefits the employee is eligible to receive and any other earnings received by the employee, and the weekly payments calculated under (a) above. The maximum entitlement is 15 weeks;

- (c) employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan;
- (d) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

23.09 It is understood that during such leave, the employee shall continue to accumulate seniority, vacation and sick leave credits. Furthermore, any salary increases negotiated during the period of leave will be effective upon the employee's return from the leave.

23.10 An employee returning from a leave of absence under Article 23.01 shall be reinstated in their former position. If such position no longer exists, reinstatement will be to a comparable position and be paid at the step in the salary range that the employee would have received had she been at work.

23.11 Where the employee has at least (one) 1 year of continuous service at the time the pregnancy leave commences, the employee has the right to take a further unpaid leave to extend the pregnancy/parental leave to twelve (12) months in total. Written notice by an employee to extend the leave pursuant to this Article will be given in accordance with Article 23.04.

23.12 Where the employee proceeds on extended leave pursuant to Article 23.11, this leave will be considered a personal leave and all applicable articles apply. The employee will be responsible for the full payment of benefits as per Article 29.01 a) to e). In order to ensure continued coverage, the employee should make arrangements for such coverage prior to commencing the leave.

23.13 Where the father is the primary care giver he shall be entitled to a leave of absence as outlined in Articles 23.01 or upon request, the Gallery may grant up to five (5) working days, three (3) paid days and two (2) unpaid days, without loss of seniority to an employee with seniority for the birth of his child. The Gallery will take into account the impact of such leave on its operation and shall not withhold such leave unreasonably.

ARTICLE 24 - HOURS OF WORK

24.01 The normal scheduled hours of work for employees will be on the basis of:

- (a) thirty-five (35) hours per week and seven (7) hours per shift;

- (b) thirty-seven and a half (37½) hours **per week** and **seven** and a half (7½) hours **per shift**;
- (c) forty (40) hours **per week** and eight (8) hours **per shift**.

Lunch periods as established by the **Gallery** shall not be considered time worked.

24.02 It is acknowledged **that** some employees regularly employed for more **than ~~twenty-four~~** (24) hours **per week** will be scheduled to work less **than thirty-five (35)** hours **per week** on a regular **basis**. For purposes of overtime calculation **only, the normal** scheduled hours of work of such employees **shall be deemed to be thirty-five (35) hours per week and seven (7) hours per Shift**.

24.03 The provisions of **this Article** **are** intended **only** to provide a basis for **calculating time** worked and **are not a guarantee** as to hours of work per day, nor as to **the** hours of work per week, nor as a **guarantee of working schedules**.

24.04 The Gallery will **endeavour to** distribute overtime in a **fair and equitable manner** to employees who normally perform **the** work and who are **willing to work such hours, and are qualified to perform the** duties. **An employee has the right to refuse** overtime. Employees who refuse overtime **however, will** be deemed to have worked such overtime for **purposes of recording** equitable distribution.

Employees authorized to work overtime of **one-half** hour or more on any one Occasion in **excess** of their **normal** working hours per day **will** be paid as **follows**:

- (a) for the first five (5) consecutive overtime hours worked, employees will be **compensated** at one and **one-half** (1½) times their regular hourly **rate**;
- (b) for any further consecutive overtime hours worked, employees will be **compensated at two (2)** times their regular hourly **rate**.

It is understood that overtime payment for hours worked in **accordance** with (a) and (b) above applies **only to** overtime hours worked immediately prior to or **immediately** following an employee's **normal** hours per day. Payment for all overtime hours worked on weekends, holidays or scheduled days **off will** be at one and one-half (1½) times an employee's regular hourly **rate**.

24.05 In order to **qualify** for overtime payment, an Authorization for Overtime form must be completed and approved by **the** individual's immediate managerial supervisor prior to working overtime.

24.06 Employees required to work overtime shall be **allowed** to take time **off** work in **lieu** of overtime payment **at a** time mutually **agreed** upon. **No** employee shall be allowed to **accumulate** more **than** five **(5)** days of overtime for the purpose of **taking** time off work in **lieu** of payment. Where an employee takes **time** off work in lieu of overtime payment, it shall be **on** the **basis** of one hour and one-half **off** for each one hour overtime worked. Employees **will not be required** to **take** time **off** in lieu of overtime compensation. **No** employee shall be allowed more than two **(2)** days off **at any one time unless** mutually **agreed upon between** the employee and the Department **Head**, and in **any** case, **no** more than five **(5)** days **off** at any one **time** will be allowed.

24.07 For the purpose of **this** agreement, an employee's "regular **straight time** hourly rate" means the employee's hourly base **rate** calculated by **dividing** the **annual salary** by **the** number of **normal** working hours in one (1) year. Employees covered by paragraph 23.02 shall have their regular **straight time** hourly **rate** specified in the wage schedule.

24.08 The Gallery **agrees** to give **one** fifteen-minute (15-minute) rest **period** during each **half** day **worked**.

24.09 Employees shall normally be scheduled **so** that they receive **two (2) consecutive** days off in a **seven-day (7-day) period**. This does not preclude the **scheduling** of overtime shifts when necessary. **Two (2) consecutive days means** forty-eight **(48)** consecutive hours.

24.10(a) For **special** events, employees may **agree to perform** various functions for **the Gallery** during such hours and at remuneration **agreed** to by the individual and the Gallery. Such work, which is to be **performed** on a voluntary basis, **will not be considered part** of **the employee's** regular work and **will not be counted as time worked** for purposes of overtime or for any other **purpose**.

(b) For special events Dining **Services** employees may **agree to perform** various jobs for the Gallery, such functions and such work **will not be counted as time worked** for purposes of overtime. Such employees will be paid at their own **rate** if the job is identical to their normal position or the **rate** in the **wage** schedule for the **work performed** and appropriate to their **seniority** with the **Gallery** if the position is different. Such employees will **share these extra** hours on an equitable basis, subject to the requirements of the Special Events. **Any claim that the** sharing of **those extra** hours is inequitable shall be referred to the Labour/Management Committee for binding resolution.

24.11 Premium **payments** under **any** of the terms of this agreement shall not be duplicated or pyramided for the same hours worked.

24.12 For purposes of this Article "day" **means a calendar** day.

24.13 It is agreed that there **are** employees whose work schedules are **exceptional** in ~~that they~~ are frequently **required to** work away from the **Gallery** premises or are required to be present **at the Gallery during the evening for work** arranged by ~~them~~ which is not **conveniently or easily arranged for the normal business day**. These persons *shall not be covered by paragraph 24.04* above. Such persons will be compensated for overtime hours worked in excess of **their normal** hours of work **per week**. Such compensation will be at the rate of time-and-one-half the employee's regular straight time hourly **rate**.

24.14 Employees **covered by paragraph 24.13 herein are Head Photographer, Photographer, Installation Officer, Education Officer, Chief Media Technician, Designer and Traffic Coordinator.**

ARTICLE 25 - SHIFT PREMIUM

25.01 **Where a majority of the regular** straight time hours of work are scheduled by **the Gallery after 4:00 p.m.**, a shift premium of 75 cents **per** hour will be paid. It is **understood that shift premium shall not be paid** for any hours in which an employee is paid **an overtime rate** and such **shift premium will not form part of an employee's regular straight time hourly rate**. This Article does not apply to **persons** referred to in paragraph **24.14** of the Agreement. **Shift premium will be paid for all regular hours on shift which so qualify.**

ARTICLE 26 - LEAD HANDS

26.01 **Lead hands may** be appointed by **the Gallery** from time to time **as the Gallery** in its discretion deems **necessary**. Such persons shall receive an additional **\$1.00 per** hour for each hour worked for the duration of **the** appointment. This lead-hand premium will not form **part** of the employee's regular straight **time** hourly rate.

26.02 Employees **assigned as Coordinating Preparators will receive a rate** equivalent to the difference between **the B3-1 job rate, reduced to an hourly rate** and **the B2-3 job rate, reduced to an hourly rate**.

ARTICLE 27 - CALL-IN-ALLOWANCE

27.01 The Gallery agrees that an employee who has left the Gallery premises and who is notified to report for work and who reports to work outside her normal scheduled hours of work will receive the greater of one and one-half times the actual hours worked or a minimum of 3 hours regular straight time hourly rate. For purposes of clarity, this shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift or to employees who work at a time immediately following their normal shift.

ARTICLE 28 - REPORTING ALLOWANCE

28.01 The Gallery agrees that an employee, upon reporting for work at the commencement of her regular scheduled shift, unless notified in advance not to do so, shall receive three (3) hours work or three (3) hours pay at her regular straight time hourly rate, unless the cause of the matter is beyond the control of the Gallery. Any employee so affected shall take such temporary work as is available in order to qualify for such three (3) hours pay.

ARTICLE 29 - HEALTH AND WELFARE

29.01 The Gallery agrees to provide the following coverage for all eligible full-time employees on the active payroll of the Gallery who have completed their probationary period:

- (a) 80% of the premium cost of a semi-private hospital plan;
- (b) 80% of the premium cost of the current extended health care plan;
- (c) 80% of the premium cost of the current dental care plan;
- (d) 100% of the premium cost of group life insurance in amount equal to the employee's 1 ½ times basic annual salary;
- (e) 80% of the premium cost of the existing accidental death and dismemberment insurance plan;
- (f) The Gallery agrees to continue to provide a long-term disability plan for all eligible full-time employees. The amount of benefit payable is 66 2/3 of monthly earnings to a maximum benefit of \$3,000.00 per month, with employees paying 100% of the premium. The terms and conditions of the current plan will continue to apply.

29.02 The employee's proportion of such premium payments **will** be paid through payroll deduction.

29.03 The provision of **any** benefit pursuant to **this** agreement is not to be construed as a guarantee as to specific coverage or eligibility for benefits, which **shall** be established by the terms and conditions of the various insurance policies held.

ARTICLE 30 - PENSIONS

30.01 **The Gallery agrees to** continue to provide the Gallery Pension Plan **to** eligible employees during the currency of this agreement.

ARTICLE 31 - OCCASIONAL SICK-LEAVE DAYS AND SICK LEAVE

31.01 Pay for sick leave is for the sole purpose of protecting **full-time** employees **on the active payroll** of the Gallery who have completed **their** probationary period **against** loss of income **when** they are legitimately **sick** or disabled (**non-occupational illness** or **disability**) **and** sick leave **shall** be granted to employees **on the** following basis:

- (a) **Employees** who have completed **their** probationary period by January 1 in **any** calendar year shall be **credited with ten (10) Occasional Sick-Leave Days**. **These ten (10) days** may be used during **the** calendar year **to** provide **full pay for employees absent** due to non-occupational illness or disability. Such Occasional Sick-leave Days are **not** cumulative **from year to year**.
- (b) An employee who completes her probationary period during **any** year **shall be credited** with one (1) Occasional Sick-Leave Day for **each** full month of employment **with the** Gallery in the current calendar year upon the completion of **the** probationary period, **to** a maximum of ten **(10)** days.
- (c) An employee **who** completes her probationary period will be credited with sick leave **days per** (a) and (b) above and will be **reimbursed** for any loss of pay for **sick leave absence** during her probationary period **to** the maximum earned credit as of **the date** of completion of **her** probationary period.
- (d) If an employee is required **to care** for a **family** member who is ill or incapacitated, or attend a family medical appointment, the **time** taken may be **deducted** from an employee's **own** occasional sick-leave **days**, from outstanding vacation entitlement or taken as unpaid leave of absence.

- (e) **An** employee who has **used all** occasional **sick** leave days to **which they are entitled** in any one calendar year, may use any occasional **sick** leave days remaining from the **previous calendar** year **only**, for **purposes** of absence due to legitimate illness or disability.
- (f) Employees shall report their **absence** directly to **their managerial** supervisor prior to or in any event **within** one hour of the commencement of their scheduled **shift**, **along** with the expected date of **return**. Employees must **also** contact **their managerial** supervisor if they are **unable to return** as previously indicated. If the supervisor **is unavailable**, the employee must leave a message **with** a responsible person in the **department**.

31.02(a) After an absence of five (5) consecutive working days due to a verified non-occupational illness or disability, an employee who has completed her probationary period who continues to be absent due to such non-occupational illness or disability, will receive illness or disability benefits according to the schedule in 31.02 (e).

- (b) **On each occasion** that a claim for benefits is made the claim can only be made **after** the five (5) day **absence** defined in 31.02 (a).
- (c) The five (5) day **waiting** period is unpaid. However, **when** available, **accrued** credits such as Occasional **sick** days, overtime, or vacation entitlement may be **used to** provide compensation during the five (5) day **waiting** period.
- (d) Benefits will commence the **first** working day following the five (5) day absence **defined** in 31.02 (a).
- (e) Illness or disability benefits **will** be seventy-five percent (75%) of salary for a period of up to a maximum of sixteen (16) **weeks**. The **weekly** benefit may be increased to one-hundred percent (100%) of salary per **week** for each full **year** of employment completed **as of** the commencement of the disability **period**; but this shall not increase the **maximum** number of **weeks** of **benefits** available, regardless of the number of years of employment.

31.03 An employee may be required to provide **satisfactory** proof of **illness** or **disability** for any absence in the form of a **medical** certificate from a duly **qualified** medical practitioner. In all cases where **illness** or **disability** is for in excess of four (4) working days a **medical** certificate from a duly **qualified** medical practitioner is **necessary**.

Employees after an absence of ten (10) working days may, at the Gallery's discretion, be required to meet with an approved Occupational Health Consultant to verify the illness or disability; ensure the employee is following and/or responding to treatment; and confirm when the employee is able to return to work. The confidential nature of the patient/doctor relationship will be respected. Any requests for medical certificates will be made through the Human Resources Office.

31.04 Employees absent from work on pregnancy leave are not entitled to sick-leave benefits. However, employees who are absent due to illness during pregnancy prior to the commencement of pregnancy leave shall not be denied sick leave benefits.

31.05 If as a result of the implementation of the sick-leave benefits in this Article any savings, rebates, or premium reductions are payable or granted, either to the Gallery or its employees by the Canada Employment and Immigration Commission, the full amount of such savings, rebates, or premium reductions shall accrue to the benefit of the Gallery, notwithstanding anything to the contrary in any government legislation. The amount of any such savings, rebates, or premium reductions shall be deemed to have been received as part of the aforementioned sick leave plan and the initiation thereof.

ARTICLE 32 - VACATION

32.01 Employees shall be entitled to vacation and vacation pay computed on the following basis according to an employee's length of continuous service measured from their seniority date:

- (a) an employee will be granted ten (10) vacation days on their 1st anniversary date with vacation pay of 4% of total earnings.
- (b) an employee will be granted fifteen (15) days on their 2nd, 3rd, and 4th anniversary date.
- (c) an employee will be granted 16 vacation days on their 5th anniversary and an additional day will be granted for each additional year of service to a maximum of 31 days as outlined in 32.01 (d).

(d) Length of Continuous Service as of Seniority Date	<u>Vacation Days</u>
6 years	17
7	18
8	19
9	20
10	21
11	22
12	23
13	24
14	25
15	26
16	27
17	28
18	29
19	30
20	31

(e) Vacation days will not continue to accumulate during a period of Long Term Disability or Leave of Absence of longer than 3 months.

32.02 Employees terminating shall receive vacation pay computed according to the employee's length of continuous service measured from their seniority date:

- (a) Less than one (1) year of service, 4% of total earnings.
- (b) More than one (1) year but less than two (2) years, 4% of total earnings.
- (c) More than two (2) years but less than ten (10) years, 6% of total earnings.
- (d) More than ten (10) years but less than twenty (20) years, 8% of total earnings.
- (e) More than twenty (20) years, 10% of total earnings.

32.03 If a paid holiday falls or is observed during an employee's vacation period, she shall receive a day's pay for the paid holiday and this day will not be considered a vacation day.

32.04 An employee will be granted and shall take her vacation at such time or times as the Gallery finds most suitable, considering in each case the employee's seniority, her wishes, and the efficient operation of the Gallery. It is understood and agreed that where an employee is entitled to more than three (3) weeks of vacation, the Gallery may require such employee to take her vacation in interrupted periods in order to accommodate the wishes of other employees.

32.05 Employees shall notify the Gallery in writing of their vacation preference by May 1 in each year and the Gallery will endeavour to post an approved vacation schedule within each department with a copy to Human Resources by May 15 in the same year, but in any case not later than May 30.

32.06 Vacation entitlement may not be accumulated or carried over and must be taken within eighteen months of the date of first entitlement.

ARTICLE 33 - PAID HOLIDAYS

33.01 Employees shall receive the following holidays with pay:

1. New Year's Day;
2. Good Friday;
3. Easter Monday;
4. Victoria Day;
5. Canada Day;
6. Civic Holiday;
7. Labour Day;
8. Thanksgiving Day;
9. Christmas Day;
10. Boxing Day;
11. Floater Day (to be established and agreed between the Gallery and the Union)

33.02 In order to qualify for holiday pay, an employee shall work on each of her scheduled working days immediately preceding and immediately following the holiday concerned, unless an employee was absent due to:

- (a) verified illness or accident for a period not exceeding ten (10) calendar days, inclusive of the holiday;
- (b) lay-off for a period not exceeding ten (10) calendar days, inclusive of the holiday;

- (c) vacation granted by the **Gallery** hereunder;
- (d) approved leave of absence for a period not **exceeding ten (10) calendar** days, inclusive of the holiday.

33.03(a) If an employee **who qualifies** for holiday pay works on the day observed as a holiday, she shall be paid **at the rate of two and one-half times** her regular straight time hourly **rate** for all hours worked. If an employee **who does not qualify for holiday pay** works on the day observed as a holiday, **she shall be paid at the rate of time and one-half her regular** straight time hourly **rate for all hours worked.**

- (b) **When** an employee **who qualifies** for holiday pay is **required to work on a holiday**, such employee may, subject to **33.03 (c) below**, elect to be paid **in accordance with 33.03 (a) or time and one-half her regular** straight time hourly **rate for all hours worked on the** holiday and in addition, **another day off With** pay.
- (c) **Where** the eligible employee **wishes to be paid in accordance with 33.03 (b)** she **must** obtain in advance the agreement of her Department **Head** who **shall notify Human Resources and Payroll Departments in order for the employee to be paid correctly.**

33.04 Employees **shall receive** the second Monday in **February as a paid holiday.** Should the government legislate a statutory holiday in February, **this statutory holiday shall supplant this** February holiday. If an employee is required to work on **this holiday, she shall be paid at her** regular straight-time **rate** and if qualifies, shall receive **another day off in lieu.** In **the event that** a statutory holiday **supplants the February** holiday, premium payment **shall** be made in **accordance** with Article **33.03 a & b.**

ARTICLE 34 - WAGES

34.01 The **salaries and wages paid to employees** will be **those** on **Schedule A** attached **hereto** and **forming part** of this Agreement.

34.02 Where an employee is hired with **previous experience related to the qualifications for the position for which they are hired, the** Gallery will consider placing them at the **step on the salary scale which most closely corresponds with this experience and shall notify the Union of such** placement.

34.03 Where an employee changes from one classification to another classification or from one job to another job in the same classification, the Gallery will assign the employee to a step on the salary scale commensurate with the employee's skills and experience.

34.04 In the case of a temporary transfer of an employee made for the convenience of the Gallery and while work is still available on her regular job, an employee shall be paid at the higher of her regular rate or the regular rate of the classification to which she has been so transferred for the period of such temporary transfer. Where the job into which the employee is transferred contains a progressive rate, the employee shall receive a rate in the progression equal to or greater than her regular rate but not necessarily the maximum rate of the classification.

34.05 It is understood that an employee will not suffer any loss of regular straight time pay due to a temporary transfer.

ARTICLE 35 - CONTRACTING OUT

35.01 No bargaining unit employee shall be laid off or terminated as a result of the employer contracting out any of its work or services.

No union position shall be contracted out when an employee can perform the position and all such positions shall be posted in accordance with Article 16.

ARTICLE 36 - JOB CLASSIFICATIONS

36.01 In the event that a new position is introduced, not covered by Schedule A of the Full-Time Collective Agreement or Schedule I of the Part-Time Collective Agreement, the Joint Job Evaluation Committee will establish a proper classification for the position.

Furthermore, Human Resources shall review job descriptions where the tasks may have changed significantly. The new job description will be reassessed by the Joint Job Evaluation Committee.

In the event that an employee considers that she is incorrectly classified the employee may choose to present an appeal to the Review Committee.



The Review Committee comprised of the Chair of both the Management and Union Job Evaluation Committee will review appeals presented, in writing, by an employee who wishes to challenge the classification result. The Review Committee will assess the appeals validity and either advance the appeal to the Joint Job Evaluation Committee or deny the appeal.

Failing settlement of the above the employee has the right to initiate a grievance pursuant to Article 12.

36.02 In assessing any salary established by the Gallery, the Board of Arbitration shall be guided by the existing rate structure in the Gallery and the relationship of the job under review to other job classifications and salaries established by this agreement. A Board of Arbitration also may have reference to salaries paid in comparable jobs in comparable institutions.

ARTICLE 37 - TERM OF AGREEMENT

37.01 Duration - This Agreement shall be binding and remain in effect from December 1, 1991 to November 30, 1993, and shall continue thereafter unless either party gives to the other party notice in writing no more than ninety (90) days prior to the expiry date in any year that it desires its termination or amendment.

37.02 Changes in Agreement - Any changes to this Agreement may be made by mutual agreement at any time during the existence of the Agreement.

37.03 Notice of Changes - Either party desiring to propose changes to this Agreement shall, in the period ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

37.04 The parties agree to equally share the cost of producing a copy of this agreement for each employee.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this _____ day of _____, 1992.

ART GALLERY OF ONTARIO

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

G. Lowry

F. Upshaw

S.E. Ingram

L. Roach-Ferguson

D. Harpell

S. McGill

B. Carret

M. Mathon

K. Yurchuk

W. Sanson

SCHEDULE A
CLASSIFICATION AND RATE STRUCTURE
COMMENCING December 1, 1991

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
<u>Group A1-1</u> (35 hours)	20,146	21,824	23,503	25,181
Cloakroom Operator				
<u>Group A1-2</u> (35 hours)	20,801	22,534	24,268	26,001
Messenger/Mail Clerk Floor Sales Assistant Assistant Processor Development Services Clerk Cashier, Book Shop Bookkeeping Clerk Switchboard Operator Designer I				
<u>Group A1-2</u> (37.5 hours)	22,287	24,144	26,001	27,858
Maintenance Worker				
<u>Group A1-3</u> (35 hours)	21,478	23,267	25,057	26,847
Administrative Assistant I, Stage III Secretary/Bookkeeper Clerk Typist I: Purchasing Information Officer I Head Switchboard Operator Membership Services Assistant Development Assistant Campaign Assistant Secretary/Receptionist (GS) Receptionist/Secretary (Curatorial/Education) Secretary/Technician (AV)				

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
Secretary, Extension Services secretary, Protection Services				
<u>Group A1-3 (37.5 hours)</u>	23,012	24,929	26,847	28,765
Shipper/Receiver Maintenance Worker II				
<u>Group B2-1 (35 hours)</u>	23,643	25,614	27,584	29,554
Shop Coordinator Processor Development Services Coordinator Senior Information Officer Registration Clerk Cataloguer Secretary - Education/Dining Services				
<u>Group B2-2 (35 hours)</u>	24,412	26,447	28,481	30,516
Library Technician Assistant Information Systems Coord. Secretary, Volunteer Officer Bookkeeper Photographic Technician Data Entry Operator Conservation Secretary Scheduling Officer - Education Corporate Public Relations Assistant Chief Media Technician Administrative Assistant U, Stage III Secretary/Assistant (Coord.) Secretary/Coordinator (Grange) Building Services Assistant Technician, Prints and Drawing Centre Designer II				

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
<u>Group B2-2</u> (37.5 hours)	26,156	28,336	30,515	32,696
Framing Assistant Art Storage Assistant				
<u>Group B2-3</u> (35 hours)	25,206	27,308	29,408	31,509
Secretary/Coordinator (Art Rental) Catalogue Technician Marketing Services Assistant Secretary, (GT/SP) Copy Editor/Proofreader Purchasing Officer Assistant to Registrar Assistant to Head, Film Curatorial secretary Scheduling Coordinator - Extension Preparator (GS) Administrative Assistant, Library				
<u>Group B2-3</u> (37.5 hours)	27,006	29,259	31,509	33,760
Building Services Supervisor Preparator Crating Technician Lighting Technician Packing Technician Art Handler/Truck Operator Painter/Finisher				
<u>Group B2-4</u> (35 hours)	26,027	28,196	30,365	32,533
Archives Technician Loans Consultant Photographer				

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
Program Public Relations Assistant Print Technician				
<u>Group B2-4</u> (37.5 hours)	27,887	30,210	32,533	34,835
No jobs in this group at this time				
<u>Group B3-1</u> (35 hours)	27,749	30,060	32,373	34,686
No jobs in this group at this time				
<u>Group B3-2</u> (35 hours)	28,652	31,040	33,426	35,814
Documentalist/Reference				
<u>Group B3-3</u> (35 hours)	29,584	32,049	34,514	36,979
Assistant, Photo Services Chief Technician, Gallery School production Coordinator (T/S) Art Storage Coordinator				
<u>Group B3-3</u> (37.5 hours)	31,697	34,339	36,979	39,620
Carpenter, (T/S) Framing Technician				
	<u>Start</u>	<u>8 mths</u>	<u>16 mths</u>	<u>24 mths</u>
<u>Group C4-1</u> (35 hours)	32,566	35,280	37,994	40,708
Deputy Registrar Communications Coordinator Revisor				

	<u>Start</u>	<u>8 mths</u>	<u>16 mths</u>	<u>24 mths</u>
Library Acquisitions Assistant Production Coordinator (P/D) Curatorial Assistant I Production Coordinator Coordinator, Club AGO Education Registrar				
<u>Group C4-2</u> (35 hours)	33,626	36,429	39,231	42,033
Chief Media Technician Senior Publicist Assistant Archivist/Records Analyst Assistant Buyer: Stationery and AGO Publication Program Coordinator, Artists with their Work/Festival Ontario Writer Promotions Coordinator Practitioner Project Coordinator, Art Support Historic Interpreter Assistant Programmer				
<u>Group C4-2</u> (37.5 hours)	36,028	39,031	42,033	45,035
Project Designer Carpenter (B/S) Electrician				
<u>Group C4-3</u> (35 hours)	34,721	37,614	40,507	43,401
Editor Cataloguer/Researcher Head Photographer Designer Catalogue Librarian Buyer				

	<u>Start</u>	<u>8 mths</u>	<u>16 mths</u>	<u>24 mths</u>
Production Assistant Curatorial Assistant II Assistant Conservator, Documentation/Loans Adult <i>Docent</i> Coordinator				
<u>Group C4-4</u> (35 hours)	35,851	38,838	41,825	44,813
Traffic Coordinator Education Officer/Hands-On Coordinator Assistant Conservator Installation Officer Deputy Librarian Education Officer , Enhancement Programmer Education Officer , (GT and SP)				
<u>Group C5-1</u> (35 hours)	38,222	41,407	44,592	47,777
No jobs in this group at this time				
<u>Group C5-2</u> (35 hours)	39,465	42,754	46,043	49,331
Education Officer , Gallery Enhancement Education Officer, Writer				
<u>Group C5-3</u> (35 hours)	40,750	44,145	47,541	50,936
Education Officer Assistant Curator				

Dining Services - Full-Time

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
<u>Group A1-1</u>				
Buspersion (Restaurant)	7.50	8.44	9.32	10.25
Buspersion/Dishwasher (cafe)	10.07	11.03	11.91	12.84
Hot Food Server (cafe)				
<u>Group A1-2</u>				
Host/Hostess	9.55	10.50	11.45	12.41
Coffee Shop Helper	10.43	11.38	12.33	13.29
Garde Manger				
Dishwasher				
Cashier				
Salad/Sandwich Server (Cafe)				
<u>Group A1-3</u>				
Waiter/Waitress	6.20	7.38	8.17	9.15
Bartender/Waiter/Waitress	7.80	8.98	9.77	10.75
Saucier	10.80	11.78	12.77	13.75

SCHEDULE A
CLASSIFICATION AND RATE STRUCTURE
COMMENCING December 1, 1992

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
<u>Group A1-1 (35 hours)</u>	21,254	23,024	24,796	26,566
Cloakroom Operator				
<u>Group A1-2 (35 hours)</u>	21,945	23,774	25,603	27,431
Messenger/Mail Clerk				
Floor Sales Assistant				
Assistant Processor				
Development Services Clerk				
Cashier, Book Shop				
Bookkeeping Clerk				
Switchboard Operator				
Designer I				
<u>Group A1-2 (37.5 hours)</u>	23,513	25,472	27,431	27,858
Maintenance Worker				
<u>Group A1-3 (35 hours)</u>	22,659	24,547	26,435	28,324
Administrative Assistant I, Stage III				
Secretary/Bookkeeper				
Clerk Typist I: Purchasing				
Information Officer I				
Head Switchboard Operator				
Membership Services Assistant				
Development Assistant				
Campaign Assistant				
Secretary/Receptionist (GS)				
Receptionist/Secretary (Curatorial/Education)				
Secretary/Technician (AV)				

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
secretary, Extension Services Secretary, Protection Services				
<u>Group A1-3</u> (37.5 hours)	24,278	26,300	28,324	30,347
Shipper/Receiver Maintenance Worker II				
<u>Group B2-1</u> (35 hours)	24,943	27,023	29,101	31,179
Shop Coordinator Processor Development Services Coordinator Senior Information Officer Registration Clerk cataloguer Secretary - Education/Dining Services				
<u>Group B2-2</u> (35 hours)	25,755	27,901	30,048	32,194
Library Technician Assistant Information Systems Coord. Secretary, Volunteer Officer Bookkeeper Photographic Technician Data Entry Operator Conservation Secretary Scheduling Officer - Education Corporate Public Relations Assistant Chief Media Technician Administrative Assistant II, Stage III Secretary/Assistant (Coord.) Secretary/Coordinator (Grange) Building Services Assistant				

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
<i>Technician, Prints and Drawing Centre Designer II</i>				
Group B2-2 (37.5 hours)	27,595	30,010	32,425	34,494
Framing Assistant Art Storage Assistant				
Group B2-3 (35 hours)	26,593	28,810	31,026	33,242
Secretary/Coordinator (<i>Art Rental</i>) Catalogue Technician Marketing Services Assistant Secretary, (GT/SP) Copy Editor/Proofreader Purchasing Officer Assistant to Registrar Assistant to Head, Film curatorial secretary Scheduling Coordinator - Extension preparator (GS) Administrative Assistant, Library				
Group B2-3 (37.5 hours)	28,491	30,868	33,242	33,760
Building Services Supervisor Preparator Crating Technician Lighting Technician Packing Technician Art Handler/Truck Operator Painter/Finisher				

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
<u>Group B2-4</u> (35 hours)	27,458	29,747	32,035	34,323
Archives Technician Loans Consultant Photographer Program Public Relations Assistant Print Technician				
<u>Group B2-4</u> (37.5 hours)	29,421	31,872	34,322	36,751
No jobs in this group at this time				
<u>Group B3-1</u> (35 hours)	29,275	31,714	34,154	36,593
No jobs in this group at this time				
<u>Group B3-2</u> (35 hours)	30,228	32,747	35,265	37,784
Documentalist/Reference				
<u>Group B3-3</u> (35 hours)	31,211	33,812	36,413	39,013
Assistant, Photo Services Chief Technician, Gallery School Production Coordinator (T/S) Art Storage Coordinator				
<u>Group B3-3</u> (37.5 hours)	33,440	36,228	39,013	41,799
Carpenter, (T/S) Framing Technician				

	<u>Start</u>	<u>8 mths</u>	<u>16 mths</u>	<u>24 mths</u>
<u>Group C4-1</u> (35 hours)	34,358	37,221	40,084	42,947

Deputy Registrar
 Communications Coordinator
 Revisor
 Library Acquisitions Assistant
 Production *coordinator* (P/D)
 Curatorial Assistant I
 Production coordinator
 Coordinator, Club AGO
 Education Registrar

<u>Group C4-2</u> (35 hours)	35,475	38,432	41,389	44,345
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Chief Media Technician
 Senior Publicist
 Assistant Archivist/Records Analyst
 Assistant Buyer: Stationery and AGO Publication
 Program Coordinator, Artists with their Work/Festival Ontario
 Writer
 Promotions Coordinator
 Practitioner
 Project Coordinator, Art Support
 Historic Interpreter
 Assistant Programmer

<u>Group C4-2</u> (37.5 hours)	38,010	41,178	44,345	47,512
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Project Designer
 Carpenter (B/S)
 Electrician

<u>Group C4-3</u> (35 hours)	36,631	39,682	42,735	45,788
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Editor
 Cataloguer/Researcher

	<u>Start</u>	<u>8 mths</u>	<u>16 mths</u>	<u>24 mths</u>
Head Photographer Designer Catalogue Librarian Buyer Production Assistant Curatorial Assistant II Assistant Conservator, Documentation/Loans Adult Docent Coordinator				
<u>Group C4-4</u> (35 hours)	37,823	40,975	44,125	47,277
Traffic coordinator Education Officer/Hands-On Coordinator Assistant Conservator Installation officer Deputy Librarian Education Officer, Enhancement Programmer Education Officer, (GT and SP)				
<u>Group C5-1</u> (35 hours)	40,324	43,684	47,045	50,405
No jobs in this group at this time				
<u>Group C5-2</u> (35 hours)	41,636	45,106	48,575	52,045
Education Officer, Gallery Enhancement Education Officer, Writer				
<u>Group C5-3</u> (35 hours)	42,991	46,573	50,156	53,738
Education Officer Assistant Curator				

Dining Services - Full-Time

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
<u>Group A1-1</u>				
Busperson (Restaurant)	8.09	9.06	10.03	11.01
Busperson/Dishwasher (Cafe)	10.68	11.65	12.62	13.60
Food Server (We)				
<u>Group A1-2</u>				
Host/Hostess	10.18	11.18	12.19	13.19
Coffee Shop Helper	11.06	12.06	13.07	14.07
Garde Manger				
Dishwasher				
cashier				
Salad/Sandwich Server (We)				
<u>Group A1-3</u>				
Waiter/Waitress	6.85	7.88	8.92	9.96
Bartender/Waiter/Waitress	8.45	9.48	10.52	11.56
Saucier	11.45	12.48	13.52	14.56

LETTERS OF INTENT
1) Past Practices

SCHEDULE "B"
January 16, 1992

Ms. Lynda Roach-Ferguson
Ontario Public Service
Employees Union
1901 Yonge Street
Toronto, Ontario
M4S 2Z5

~~Dear~~ Ms. Roach-Ferguson:

~~During the term~~ of the collective agreement ~~between the parties,~~ ~~the Gallery agrees~~ to continue the following practices:

- (1) ~~½ day off work without~~ loss of pay will be granted for purposes of the Annual Picnic;
- (2) 25% discounts off ~~some~~ merchandise in the Gallery and ~~Reproduction~~ Shops;
- (3) Gallery employees will be given 50% discount on catalogues published by the Gallery for Gallery exhibitions;
- (4) Employees, upon completion of the appropriate probationary period, will receive a complementary family membership for the Art Gallery of Ontario.
- (5) The Gallery will continue to subsidize the cost of coffee and ~~tea~~ sold in the Cafeteria;
- (6) ~~Christmas party~~ donation for staff;
- (7) The Gallery will continue to consider requests ~~from~~ employees for one day off with pay within a twelve month period for moving ~~from~~ one's primary residence to another.

~~Yours~~ very truly,

Susan E. Ingram
Human Resources Director
Art Gallery of Ontario

LETTERS OF INTENT
2) Volunteers

SCHEDULE "C"

December 2, 1980

Mr. A. Griffin
Negotiator
Ontario Public Service Employees Union
1901 Yonge Street
Toronto, Ontario
M4S 2Z5

Dear Mr. Griffin:

The Gallery and the Union recognize the valuable contribution made by the Volunteer Committee in promoting public interest in the Art Gallery of Ontario and in the administration of various volunteer activities related to the Gallery and in raising funds for the Gallery.

The Gallery and the Union also share a concern that the interests of Gallery employees with respect to such matters as job opportunity and security are considered in any decision whereby full-time employees are to be replaced by volunteers.

Having due regard to these interests, the Gallery will therefore not replace full-time employees with volunteers where such replacement results in lay-off of full-time employees with seniority except in case of financial constraint.

Where full-time employees with seniority are to be laid off as direct result of replacement by volunteers, the Gallery will endeavour to relocate such employees and will consider the practicability of allowing such persons time off work without pay to obtain qualifications for other work that may be available in the Gallery, or the possibility of retraining of such persons for other work available within the Gallery. In making such determinations the Gallery will take into account the seniority of the individual, whether any other work is available by virtue of the exercise of seniority rights under the collective agreement, the skill, education and experience of the individual, the needs of the Gallery and the amount of retraining necessary in any individual case.

Yours very truly,

N.B. Walford
Chief of Administration
& Corporate Secretary
Art Gallery of Ontario

I **OF**
3) Past **Practices**

SCHEDULE "D"
November 30, 1982

Mr. G. Griffin
Negotiator
Ontario Public Service
Employees Union
1901 Yonge Street
Toronto, Ontario
M5W 2Z5

Dear Mr. Griffin:

The Gallery agrees to continue present practice for Food Services Personnel of providing a meal voucher and complimentary iron-alcoholic beverage and soft-drink for the duration of this Agreement.

Yours very truly,

N.B. Walford
Chief of Administration
& corporate secretary
Art Gallery of Ontario

LETTERS OF INTENT
4) Starting and Finishing Times

SCHEDULE "E"
March 29, 1984

Mr. G. Richards
Negotiator
Ontario Public Service
Employees Union
1901 Yonge Street
Toronto, Ontario
M5W 2Z5

Dear Mr. Richards:

The **Gallery** will continue its current practice of considering requests from individual employees who may wish to alter *their* starting and finishing times. The **Gallery** will **endeavour** to meet such requests depending on the operating requirements of the affected areas. Such arrangements may be made by application to the individual's Department ~~Head~~ with final approval by the appropriate **Division Head**.

Yours very truly,

N.B. Walford
Chief of Administration
& corporate secretary
Art Gallery of Ontario

**LETTERS OF INTENT
5) VDT'S**

**SCHEDULE "F"
May 26, 1988**

Ms. Louise Rose
Ontario Public Service
Employees Union
56 Wellesley Street West
suite #300
Toronto, Ontario
M5S 2S3

Dear Ms. Rose:

Please be advised that we will ~~re~~commend to the Office Automation Committee to ~~undertake~~ the following initiatives:

- 1) The establishment of ergonomic **standards to** be recognized ~~when~~ designing VDT workstations;
- 2) The establishment of a **standard** list of equipment (tables, chairs, *etc.*) ~~to be~~ used in such workstations;
- 3) **Analysis of** the ergonomic **needs** of the **AGO with respect** to workstations employing **VDT's**;
- 4) Recommendations ~~to~~ Department/Division Heads of the ~~specific~~ equipment requirements for ~~specific~~ workstations in order that ~~the purchase~~ of such equipment ~~may be~~ planned;
- 5) **Standards** for ~~the~~ proper use of all equipment ~~and furniture~~ in VDT workstations will be published and employees **will** receive **individual** instruction in the ~~proper~~ use of equipment ~~and~~ furniture;
- 6) Employees will be **advised** of ~~the~~ Union's position regarding eye examinations.

The ~~Office~~ Automation ~~Committee~~ shall ~~report~~ regularly to ~~the~~ Labour/Management **Committee** outlining the progress being made.

Yours **sincerely,**

Priscilla Ratcliffe
Manager, **Labour** Relations
Art Gallery of **Ontario**

LETTERS OF INTENT
6) Paycheques

SCHEDULE "G"
January 16, 1992

Ms. Lynda Roach-Ferguson
Ontario Public Service
Employees Union
56 Wellesley Street West
suite #300
Toronto, Ontario
M5S 2S3

Dear Ms. Roach-Ferguson:

When a pay day falls during an employee's vacation period, the Gallery will undertake to provide an advance to bargaining unit members which approximates their normal net pay owing, provided the employee makes a written request to the Payroll Office three weeks prior to the commencement of the vacation period.

Yours sincerely,

Susan E. Ingram
Human Resources Director
Art Gallery of Ontario

LETTERS OF INTENT
7) Income Tax Forms

SCHEDULE "H"
May 26, 1988

Ms. Louise Rose
Ontario Public Service
Employees Union
56 Wellesley Street West
suite #300
Toronto, Ontario
M5S 2S3

Dear Ms. Rose:

It is the Gallery's intent to distribute as soon as possible in advance of the legal deadline, all T4, T4A, T4F, and related income *tax* forms to members of the bargaining unit. However, there can be no guarantee that the *Gallery* will be in a position to carry out this intent.

Yours sincerely,

Priscilla Ratcliffe
Manager, Labour Relations
Art Gallery of Ontario

LETTERS OF INTENT
8) Board of Trustees

SCHEDULE "I"
May 26, 1988

Ms. Louise Rose
Ontario Public Service
Employees Union
56 Wellesley Street West
suite #300
Toronto, Ontario
M5S 2S3

Dear Ms. Rose:

The Gallery will provide the Union with the name of the board member appointed from the labour constituency and will update this information as necessary.

Yours sincerely,

Priscilla Ratcliffe
Manager, Labour Relations
Art Gallery of Ontario

LETTERS OF INTENT
9) Work & Family Issues

SCHEDULE "J"
January 10, 1989

Mr. Ted Loughead
Ontario Public Service
Employees Union
56 Wellesley Street West,
suite #300
Toronto, Ontario
M5S 2S3

Dear Mr. Loughead:

The Gallery is aware and understands that work and family issues *can* be a major concern of many employees.

In the interest of helping employees access suitable childcare options and to balance work and family life, the Gallery agrees to investigate work and family initiatives and report on an on-going basis through the Labour/Management Committee forum.

Yours sincerely,

Priscilla Ratcliffe
Manager, Labour Relations
Art Gallery of Ontario

LETTERS OF INTENT
10) stage III

SCHEDULE "K"

May 26, 1988

Ms. Louise Rose
Ontario Public Service
Employees Union
56 Wellesley Street West
suite #300
Tomb, Ontario
M5S 2S3

Dear Ms. Rose:

Please be advised that it is the Gallery's intent to continue its normal operation during the renovation and expansion for Stage III and we will make every effort to maintain full-time and part-time staffing throughout the project.

In the event of a layoff, the Gallery will make all reasonable efforts to place employees in other positions within the Gallery. If this is not possible, and the layoff is permanent, employees will be given pay in lieu of notice in order to seek other employment opportunities.

Yours sincerely,

Priscilla Ratcliffe
Manager, Labour Relations
Art Gallery of Ontario

LETTERS OF INTENT
11) Dry cleaning

SCHEDULE "L"
January 16, 1992

Ms. Lynda Roach-Ferguson
Ontario Public Service
Employees Union
56 Wellesley Street West
Suite #300
Toronto, Ontario
M5S 2S3

Dear Ms. Rose:

The Gallery will provide dry cleaning vouchers for restaurant and members' lounge, waiters, waitresses, and buspersons as follows:

- one pair of pants or skirt, twice per month;**
- regular white shirt or blouse, twice per week;**
- tuxedo shirt (special functions), as worn;**
- ties, once per month**

Supplementary vouchers may be requested if additional cleaning is required.

The Gallery will provide restaurant and members' lounge waitpersons and buspersons with one pair of black dress shoes annually (style to be chosen by the Gallery).

Yours sincerely,

Susan E. Ingram
Human Resources Director
Art Gallery of Ontario

LETTERS OF INTENT
12) Union Office Space

SCHEDULE "M"
January 17, 1989

Mr. Loughead
Ontario Public Service
Employees Union
56 Wellesley Street West
suite #300
Toronto, Ontario
M5S 2S3

Dear Mr. Loughead:

Please be advised that the Gallery agrees to allocate a space for joint use by OPSEU Local 535 and Local 1962 of the United Plant Guard Workers at the completion of Stage III.

However, as space is at a premium, the availability and size of such space will depend on the Gallery's ability to meet its programming and staffing priorities.

Yours truly,

Priscilla Ratcliffe
Manager, Labour Relations
Art Gallery of Ontario

LETTERS OF INTENT
13) Pre-Paid Leave

SCHEDULE "N"
July 23, 1990

Mr. E. Brennan
Ontario Public Service
Employees Union
56 Wellesley Street West
Suite #300
Toronto, Ontario
M5S 2S3

Dear Mr. Brennan:

It is the Gallery's intent to implement a Pre-Paid Leave Policy.

Details and guidelines for utilization of this benefit may be obtained from the President O.P.S.E.U. Local 535 or the Human Resources Department.

Yours truly,

Susan A. Ingram
Human Resources Director
Art Gallery of Ontario

LETTERS OF INTENT

14) Same-Sex Partner Benefit Coverage

Schedule "O"
April 8, 1992

Ms. Lynda Roach-Ferguson
Ontario Public Service
Employees Union
56 Wellesley Street West
suite #300
Toronto, Ontario
M5S 2S3

Dear Ms. Roach-Ferguson:

At ~~the~~ present time our benefit ~~carrier~~ does not offer benefit coverage to employees for partners of *the* same sex.

Should our carrier offer ~~same-sex~~ partner benefit coverage during ~~the term~~ of this contract, it is ~~the~~ intent of the Gallery to provide this coverage if it becomes available.

Yours truly,

Susan E. Ingram
Human Resources Director
Art Gallery of Ontario

APPENDIX 1
PART-TIME STAFF COLLECTIVE AGREEMENT
BETWEEN:
ART GALLERY OF ONTARIO
hereinafter called "The Gallery"

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
hereinafter called "The Union"

1. The Agreement shall be composed of the following Articles identical to those contained in the full-time collective agreement:

1. Purpose;
4. Management Rights;
5. Strike or Lock-out;
7. Relationship;
8. No Discrimination;
9. Correspondence;
12. Complaint and Grievance Procedure;
13. Arbitration;
14. Employee Records;
19. Bereavement Pay;
20. Jury Duty;
22. Safety and Health;
36. Job Classifications;
37. Term of Agreement;

2. In addition the following Schedules shall be added:

- A. Recognition
- B. Representation
- C. Seniority
- D. Temporary Part-time & Studio Visit Artists
- E. Vacancies and New Positions
- F. Public Holidays

- G. Vacation Pay**
- H. Benefit Payment
- I. Wages
- J. Leave of Absence
- K. Pensions**
- L. Letter of Intent - Hours of work**
- M. ~~Letter~~ of Intent - Stage III
- N. Letter of Intent - Dry Cleaning**

SCHEDULE A - RECOGNITION (PART-TIME)

.01 The Gallery recognizes the **Union** as the sole bargaining agent for all employees of the **Gallery** in the Municipality of **Toronto, Ontario**, regularly employed for **not more than twenty-four (24) hours per week**, and students employed during the school vacation period, save and **except Security Officers**.

.02 All employees covered by the part-time collective agreement shall be either a regular **part-time**, **casual** part-time, or **temporary** part-time employee.

(a) A **regular** part-time employee **means** an employee who regularly works a **pre-determined** work schedule of **twenty-four (24) hours or less per week**.

(b) A **casual** part-time employee **means** an employee who works **twenty-four (24) hours per week** or less on a **irregular basis**, without a **pre-determined work schedule**.

(c) A **temporary** part-time employee **means** an employee who **temporarily** works a **predetermined** work schedule of **twenty-four (24) hours or less per week** for a **definite term** or for a **specific task**.

.03 **The following** Articles of this Agreement have **no** application to **casual part-time** employees:

- (1) Article 20 - Jury Duty
- (2) Article 19 - Bereavement
- (3) Schedule C - Seniority
- (4) Schedule J - Leave of Absence

.04 The **Gallery** agrees to deduct and remit dues for regular part-time employees at a rate to be specified by the Union from time to time.

.05 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the agreement so requires.

SCHEDULE B - REPRESENTATION

.01 It being the intention of the parties to negotiate the renewal of this collective agreement at the same time as the renewal of the Agreement covering full-time employees, the **Gallery** will recognize that a representative of the part-time bargaining unit shall be entitled to participate as a member of the Union Negotiating Committee representing full-time employees. The part-time representative so selected shall not suffer any loss of pay for time spent negotiating with representatives of the **Gallery** up to and including conciliation but not beyond.

.02 The **Gallery** recognizes that Union stewards appointed from the full-time bargaining unit in accordance with Article 11.02 of that agreement may assist part-time employees in presenting grievances to representatives of the **Gallery**.

SCHEDULE C - SENIORITY

.01 An employee will be considered on probation until after she has completed 200 hours of work in each part-time position with the **Gallery**. Employees who hold two (2) part-time positions with the **Gallery** must complete the appropriate probationary period for each position. Upon completion of each probationary period, regular part-time employees shall have their names placed on the appropriate Division seniority list, with seniority measured from the date of last hire.

.02 Seniority for regular part-time employees shall be exercisable within an employee's Division, with the exception of Cloakroom employees whose seniority shall be calculated on the basis of time employed as a Cloakroom Attendant and shall be exercisable within the Cloakroom Department.

.03 A division seniority list shall be posted annually for regular part-time employees. After such posting the list shall become final with respect to the employees designated thereon, except as to any employee who has disputed the accuracy of her seniority accumulation, in which case it will be subject to adjustment if established to be inaccurate. The Union shall be provided with a copy of each Division seniority list.

.04 For purposes of **lay-off** and for the purpose of **recalling those** to work who **have been laid off**, the following factors shall be considered:

- (i) **seniority;**
- (ii) qualifications, *skill*, *ability*, *experience*, and physical *capacity* to perform **the** work.

It is **agreed** that **only** where the **factors in** clause (ii) are **relatively equal** between employees, seniority **as** herein defined will govern.

.05 A **person** shall lose all **seniority** and shall be conclusively deemed to **have** terminated employment with the Gallery if she:

- (a) voluntarily quits the employ of the Gallery; **or**
- (b) is **discharged** and such discharge is not reversed through **the Grievance Procedure**; **or**
- (c) **fails to report to work within five working days after being notified by the Gallery** to report for work, unless a **satisfactory** reason is given; **or**
- (d) is absent for three (3) consecutive working days, **unless a satisfactory** reason is given; **or**
- (e) fails to **return** to work upon **the** termination of an authorized leave of **absence**, **unless a** satisfactory reason is given, or utilizes **a** leave of **absence** for purposes other than **those** for which the leave of absence **was granted**, unless **a** satisfactory **reason is given**; **or**
- (f) is absent due to lay-off of more **than six** months, in the case of regular part-time employees.

.06 Where regular part-time employees **are** employed **for an** academic or school year or **term**, the **periods** of time which **are** coincidental **with** school vacation **periods** and **during** which **no** **work** is scheduled shall not be considered **a lay-off** for persons **so** affected.

.07 **The** reduction of regularly scheduled hours of work **per week** or the rescheduling of hours of **work** for regular part-time employees shall not be considered **a** lay-off.

.08 It shall be **a** condition of employment **that** employees notify the Gallery in writing of any change of address or telephone number. The Gallery shall be entitled **to** rely upon the last **address** and telephone **number** furnished by the employee for all purposes.

.09 When a part-time employee is transferred from the part-time bargaining unit to the full-time bargaining unit, her service and seniority in the full-time unit shall be calculated on the basis of one year equals 1,800 hours.

.10 The dismissal of a probationary employee shall not be the subject matter of a grievance.

.11 Notice of recall to a person shall be good and sufficient if sent by registered mail by the Gallery to the last address the person has communicated in writing to the Gallery. The date of sending of such notice shall be deemed to be the date the employee receives such notice.

SCHEDULE D - TEMPORARY PART-TIME STUDIO VISIT ARTISTS

.01 It is understood that the Gallery may hire temporary employees from time to time. A temporary part-time vacancy over thirty (30) working days will be posted.

.02 It is also understood that while the Gallery recognizes Studio Visit Artist positions in the Gallery School as regular part-time positions and subject to the Gallery's ability to finance the Studio Visit Program, Studio Visit Artists will normally be employed for two years but not more than three years.

.03 The rate to be paid will be determined by the Gallery with reference to Schedule I or a new rate will be established by the Gallery.

.04 It is understood that these employees will not be hired if a Gallery employee possesses the level of expertise required for the job and has been given the opportunity to apply for such job.

.05 These employees shall have the right to grieve in the event of discipline up to and including discharge, and the Union may process such grievance through the grievance procedure up to and including arbitration.

.06 These employees shall be terminated at the end of the period of the definite term or at the completion of the task period. This termination may not be grieved under .05.

SCHEDULE E - VACANCIES AND NEW POSITIONS

.01 The Gallery shall post notice of regular part-time and temporary job vacancies for a period of five working days before any such job is permanently filled with the exception of job vacancies in retail operations which shall be posted for three working days. Probationary employees shall not be entitled to apply for posted vacancies. It is agreed that the Gallery will not interview applicants from outside until the applications received from existing employees have been reviewed and bargaining unit candidates have been interviewed. Further the Gallery will notify existing applicants in writing once the successful applicant is selected.

.02 When a notice of regular part-time or temporary job vacancy is posted it shall contain the following information: nature of position; qualifications; skills and education required; proposed hours of work; and wage rate or range. It is understood that all positions are open equally to male and female applicants.

.03 In filling a vacancy the qualifications, skill, ability, experience, physical capacity to perform the work, and seniority shall be considered. Where the above listed factors (except seniority) are relatively equal between applicants, seniority will be the governing factor.

.04 Nothing in this article shall be construed as restricting the right of the Gallery to temporarily assign an employee to a job on a temporary basis until arrangements have been made to promote or transfer the employee selected to fill a vacancy.

.05 A temporary transfer or assignment shall not exceed a period of three (3) months unless such temporary transfer is made to fill a vacancy created by a leave of absence granted to an employee.

.06 It is recognized that periods of temporary absence can be used to provide temporary training and experience to employees, which may assist them in applying for future job vacancies. The Gallery, therefore, shall endeavour to distribute such opportunity equitably among employees in order of seniority who are or have been employed in a similar or related job. It is understood, however, that the interest of the Gallery in maintaining an efficient operation and in effectively utilizing its employees is of primary importance in assigning employees to temporary vacancies.

.07 In filling vacancies the Gallery may consider and select the senior applicant who does not possess the requisite qualifications to meet the job requirements but who is engaged in some special training in order to become qualified for such position within a reasonable period of time.

.08 The Gallery School shall post notice, and otherwise inform eligible Gallery School employees of regular part-time and temporary job vacancies for a period of five working days. Vacancies not filled from within the Gallery School shall be posted in accordance with Schedule F, .01. It is agreed that the Gallery School will not interview applicants external to the Department until hiring has been completed from within.

.09 Studio Instructor positions for which candidates have been hired but insufficient registration has forced course cancellation must be reposted no later than the fourth term with the exception of summer terms, following the original posting.

SCHEDULE F - PUBLIC HOLIDAYS

.01 Regular part-time employees shall receive pay for public holidays, if entitled, in accordance with the provisions of the Employment Standards Act. If the employee does not work on the public holiday, payment will be based on the average hours per day worked in the four (4) weeks previous to the holiday.

SCHEDULE G - VACATION PAY

.01 Regular part-time employees shall receive vacation pay computed on the following basis according to an employee's length of service measured from their seniority date:

- (a) 4% of total earnings for employees with up to two years of service;
- (b) 6% of total earnings for employees with two years of service but less than 10 years;
- (c) 8% of total earnings for employees with 10 years of service but less than 20 years;
- (d) 10% of total earnings for employees with 20 years of service or more

Where a regular part-time employee is terminated prior to their seniority date in any one year, such employee shall be paid the vacation pay owing calculated as of the date of termination of employment.

.02 For purposes of this Schedule, "total earnings" do not include prior payments made under the Schedule or any pay in lieu of benefits made pursuant to Schedule H.

.03 It is understood and agreed that any payments made pursuant to **.01** above would not take into account time worked prior to December 1st, 1980, notwithstanding the reference to "the previous twelve (12) months".

SCHEDULE H - BENEFIT PAYMENT

.01 Regular part-time employees who have completed *their* probationary period shall thereafter receive payments in lieu of benefits and sick leave payments as follows:

- (a) 6.0% during year 1 of the contract
- (b) 6.5% during year 2 of the contract

.02 For purposes of this Schedule, "total earnings" do not include prior payments made under this Schedule or any vacation pay made pursuant to Schedule E.

.03 Regular part-time employees after completing 300 hours of work, shall be credited with seven (7) hours for each 200 hours of employment to protect them against loss of income when they are legitimately sick or disabled (non-occupational illness or disability). There shall be no accumulation of sick time from year to year.

.04 Pregnancy/parental leave shall be granted in accordance with the provisions of the Employment Standards Act.

SCHEDULE I - WAGES

.01 Wages shall be paid according to Schedule I attached hereto and forming part of this agreement.

SCHEDULE J - LEAVE OF ABSENCE

.01 **Personal Leave:** Leave of absence without pay for legitimate personal reasons may be granted by the Gallery upon written request.

.02 **Union Business Leave:** The Gallery may grant leave of absence without pay to one employee for a total period not exceeding ten working days in one calendar year to attend Union conferences or conventions, provided reasonable notice is given by the Union to the Gallery and such absence will not unduly interfere with the operation of the Gallery.

.03 Election Leave: The Gallery agrees to grant a leave of absence without pay or benefits to an employee who is a declared candidate in any municipal, provincial, or federal election. Such leave of absence shall be for a reasonable period of time prior to the election, in order to allow campaigning, and for one term of office, if elected.

SCHEDULE K - PENSIONS

The Gallery agrees to continue to provide the Gallery Pension Plan to eligible employees during the currency of this agreement. It is understood that all employees must become a member of the pension plan as a condition of employment when the employee is eligible as per the conditions of the Pension/Benefits Act.

SCHEDULE I

**PART-TIME HOURLY RATES
Commencing December 1, 1991**

	<u>Start</u>	<u>12 mths</u>
<u>Group A1-1</u>	11.99	13.84
Cloakroom Attendant		
<u>Group A1-2</u>	12.38	14.29
Clerk Typist		
Sales Assistant		
Assistant Technician		
Media Technician		
Art Rental Customer Assistant		
Sales Assistant (Impulse, Jewelry, Reproduction)		
Maintenance Worker		
<u>Group A1-3</u>	12.78	14.75
Information Officer		
<u>Group B2-2</u>	14.53	16.77
Education Officer I - Primary Program		
Studio Monitor		
Visitor Guide		
<u>Group B2-4</u>	15.49	17.86
Studio Visit Artist		
Education Officer II - Gallery School		

	<u>Start</u>		<u>12 mths</u>	
<u>Group C4-2</u>	20.02		23.10	
Education Officer III - Gallery Tours/EIP Studio Instructor Assistant Programmer				
<u>Group C4-3</u>	20.67		23.85	
Adult Docent Coordinator				
<u>Dining Services - Part-Time</u>				
	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
<u>Group A1-1</u>				
Busperson (Restaurant)	7.50	8.44	9.32	10.25
Busperson/Dishwasher (Cafe) Hot Food Server (Cafe)	10.07	11.03	11.91	12.84
<u>Group A1-2</u>				
Host/Hostess	9.55	10.50	11.45	12.41
Coffee Shop Helper Garde Manger Dishwasher Cashier Salad/Sandwich Server (Cafe)	10.43	11.38	12.33	13.29

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>18 mths</u>
<u>Group A1-3</u>				
Waiter/Waitress	6.20	7.38	8.17	9.15
Bartender/Waiter/Waitress	7.80	8.98	9.77	10.75
Saucier	10.80	11.78	12.77	13.75

CASUAL HOURLY RATES
Commencing December 1, 1991

<u>Title</u>	<u>Rate</u>
Lecture Hall Attendant	\$11.07
Theatre Assistant	\$11.43
Events Photographer	\$17.86

CASUAL HOURLY RATES
Commencing December 1, 1992

<u>Title</u>	<u>Rate</u>
Lecture Hall Attendant	\$11.68
Theatre Assistant	\$12.06
Events Photographer	\$18.84

SCHEDULE I

PART-TIME HOURLY RATES
Commencing December 1, 1992

	<u>Start</u>	<u>12 mths</u>
<u>Group A1-1</u>	12.65	14.60
Cloakroom Attendant		
<u>Group A1-2</u>	13.06	15.07
Clerk Typist		
Sales Assistant		
Assistant Technician		
Media Technician		
Art Rental Customer Assistant		
Maintenance Worker		
<u>Group A1-3</u>	13.48	15.56
Information Officer		
<u>Group B2-2</u>	15.33	17.69
Education Officer I - Primary Program		
Studio Monitor		
Visitor Guide		
<u>Group B2-4</u>	16.34	18.84
Studio Visit Artist		
Education Officer II - Galley School		

	<u>Start</u>	<u>12 mths</u>
<u>Group C4-2</u>	21.12	24.37
Education Officer III - <i>Gallery Tours/EIP</i> Studio Instructor Assistant Programmer		

<u>Group C4-3</u>	21.81	25.16
Adult Docent Coordinator		

Dining Services - Part-Time

	<u>Start</u>	<u>6 mths</u>	<u>12mths</u>	<u>18 mths</u>
<u>Group A1-1</u>				
Busperson (Restaurant)	8.09	9.06	10.03	11.01
Busperson/Dishwasher (cafe) Hot Food Server (Cafe)	10.68	11.65	12.62	13.60

<u>Group A1-2</u>				
Host/Hostess	10.18	11.18	12.19	13.19
Coffee Shop Helper Garde Manger Dishwasher Cashier Salad/Sandwich Server (Cafe)	11.06	12.06	13.07	14.07

<u>Group A1-3</u>				
Waiter/Waitress	6.85	7.88	8.92	9.96
Bartender/Waiter/Waitress	8.45	9.48	10.52	11.56
Saucier	11.45	12.48	13.52	14.56

IN WITNESS WHEREOF each of the parties hereto has caused this **agreement** to be Signed by its duly authorized representatives this _____ day of _____, 1992.

ART GALLERY OF ONTARIO

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

G. Lowry

F. Upshaw

S.E. Ingram

L. Roach-Ferguson

D. Harpell

S. McGill

B. Carret

M. Mathon

K. Yurchuk

W. Sanson

LETTERS OF INTENT
1) Hours of Work

SCHEDULE "L"

Ms. Louise Rose
Ontario Public Service
Employees Union
56 Wellesley Street West
suite #300
Toronto, Ontario
M5S 2S3

Dear Ms. Rose:

RE: Part-time Education Officers & Studio Visit/Artists Hours of Work

In order to give adequate notice to Part-time Education officers and Studio Visit Artists of the schedules of hours of work during the period from September to June, the Gallery will notify each employee in writing of her hours by September 1st each year.

It is understood that this notice is based on the Gallery's forecast of *required* hours and does not constitute a guarantee of hours. Where hours must be reduced because of enrolment or programme cutbacks, employees affected will be notified as soon as possible.

Yours very truly,

Norman B. Walford
Chief of Administration
& Corporate Secretary
Art Gallery of Ontario

LETTERS OF INTENT
2) Stage III

SCHEDULE "M"
May 26, 1988

Ms. Louise Rose
Ontario Public Service
Employees Union
56 Wellesley Street West
Suite #300
Toronto, Ontario
M5S 2S3

Dear Ms. Rose:

Please be advised that it is the Gallery's intent to continue its normal operation during the renovation and expansion for Stage III and we will make every effort to maintain full-time and part-time staffing throughout the project.

In the event of a layoff, the Gallery will make all reasonable efforts to place employees in other positions within the Gallery, If this is not possible, and the layoff is permanent, employees will be given pay in lieu of notice in order to seek other employment opportunities.

Yours sincerely,

Priscilla Ratcliffe
Manager, Labour Relations
Art Gallery of Ontario

85

LETTERS OF INTENT
3) Dry cleaning

SCHEDULE "N"
January 16, 1992

Ms. Lynda Roach-Ferguson
Ontario Public Service
Employees Union
56 Wellesley Street West
Suite #300
Toronto, Ontario
M5S 2S3

Dear Ms. Roach-Ferguson:

The Gallery will provide dry cleaning vouchers for restaurant and members' lounge, waiters, waitresses, and buspersons as follows:

- one pair of pants or skirt, twice per month,
- regular white shirt or blouse, twice per week;
- tuxedo shirt (special functions), as worn;
- ties, once per month

Supplementary vouchers may be requested if additional cleaning is required.

The Gallery will provide restaurant and members' lounge waitpersons and buspersons with one pair of black dress shoes every two years (style to be chosen by the Gallery).

Yours sincerely,

Susan E. Ingram
Human Resources Director
Art Gallery of Ontario