

# Collective Agreement

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between

**Ontario Public Service Employees Union  
on behalf of its Local 535**

and

**Art Gallery of Ontario**

**Full-Time and Part-Time**

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## ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Collective 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 City of Toronto, save and except Department Managers, persons above the rank of Department Manager, persons regularly employed for not more than twenty-four (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 Collective Agreement.

New positions created during the term of the Collective Agreement not referenced in **Article 2.01 - Recognition** 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 - FULL-TIME EMPLOYEES

- 3.01 Full-time employee means an employee who is regularly scheduled and works more than twenty-four (24) hours per week.

## **ARTICLE 4 –TEMPORARY FULL-TIME EMPLOYEES**

**4.01** Temporary full-time employee means an employee who is hired when a vacancy is created due to illness, pregnancy/parental leave or leave of absence, or where there is a specific task of a definite term to be performed.

The Gallery recognizes that the hiring of temporary employees will in no way circumvent the creation of regular positions. Neither shall temporary employees from outside the bargaining unit be hired where employees under this Collective Agreement are on lay off and are willing and have the required skills and ability to perform the work available.

**4.02** (a) Temporary employees will generally be used when e.g. regular employees are absent or to assist regular employees in peak periods when a surplus of work exists or to complete special projects.

A temporary vacancy over forty-two (42) calendar days shall be posted in accordance with **Article 17 - Vacancies and New Positions**.

(b) The same or similar work may only be performed by a temporary employee on a continuous basis for a ~~maximum~~ period of twelve (12) months before it will be converted to a regular position and posted as per **Article 17 - Vacancies and New Positions**.

Exceptions to this rule are:

- (i) to replace an absent employee
- or (ii) to fill a position whose duration was determined at the time of posting to exceed twelve (12) but not eighteen (18) months.

**4.03** The Gallery shall post such vacancies under forty-two (42) calendar 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.

(a) For the purposes of this article, there shall be no renewal or continuation of under forty-two (42) calendar day contracts.

- 4.04 (a) Upon completion of eighty-four (84) calendar days of work with the Gallery, the Union security provisions of the Collective Agreement shall apply.
- (b) The annual pro-rated salary step assigned at the point of hire, as per **Schedule A**, will progress to the next step based upon the duration of the temporary employment period.
- (c) After an eighty-four (84) calendar day probationary waiting period, the temporary full-time employee will be eligible for occasional sick days (pro-rated based on the length of temporary employment) and basic health and welfare benefits, as per the Gallery's benefit carrier, if the temporary employment period is for a term of less than two hundred twenty-four (224) calendar days. Temporary employees hired for less than two hundred twenty-four (224) calendar days will not be eligible for dental, vision, group life insurance, short-term disability, long-term disability, AD&D and semi-private hospital care. Temporary employees hired for more than two hundred twenty-four (224) calendar days will be eligible for the same health and welfare benefits as full-time employees.
- (d) Seniority will be accrued on the full-time seniority roster, except for part-time employees hired to temporary full-time positions who will continue to accrue and be reported on the part-time seniority roster.
- 4.05 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.
- 4.06 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 4.05 - Temporary Employees**.

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## ARTICLE 5 – MANAGEMENT RIGHTS

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- 5.01 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 Collective 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, layoff, 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 Collective 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 Collective Agreement.

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

## **ARTICLE 6 – STRIKE OR LOCKOUT**

**6.01** 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 7 – UNION SECURITY**

**7.01** The Gallery shall, for each pay period and from the first day of employment, deduct Union dues as prescribed by the Union Local from all employees in the bargaining unit and remit the same by cheque to the Director of Finance of the Union not later than the 15<sup>th</sup> day of the following month.

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

**7.03** 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 her regular scheduled duties for one (1) hour to attend a union orientation session. The hour will be paid at the regular straight-time rate.



- 7.04** The Gallery shall provide 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 dates of hire, position titles, departments, status, salary grades, and salary steps.
  - (b) bargaining unit employees who leave the bargaining unit in the previous month along with their effective date of leaving, position titles, departments, status, salary grades, and salary steps.
  - (c) bargaining unit employees who change positions within the bargaining unit, the effective date of the changes, their old and new position titles, departments, status, salary grades, and salary steps.
  - (d) non-bargaining unit postings.
- 7.05** The Gallery will provide a letter to employees who receive a step increase and will copy such letters to the Local Union President.
- 7.06** 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.
- 7.07** A bargaining unit employee who is offered and accepts a temporary position with the Gallery outside the bargaining unit will maintain but not accumulate seniority for up to twelve (12) months, and will lose all seniority under the Collective Agreement if the appointment continues beyond twelve (12) months.

## **ARTICLE 8 - RELATIONSHIP**

- 8.01** 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.
- 8.02** 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 Collective Agreement or in writing by the Gallery.

## ARTICLE 9 – NO DISCRIMINATION/HARASSMENT

**9.01** The Gallery and the Union recognize the dignity and worth of every individual and seeks to create a climate of understanding and mutual respect in the workplace.

**9.02** The Gallery and the Union agree that there shall be no discrimination **as** defined by the **Human** Rights Code by reason of age, race, creed, colour, national or ethnic origin, political or religious affiliation, sex, sexual orientation, marital status, family **status**, handicap or union activity.

### **9.03 Sexual Harassment**

The Gallery recognizes the right of employees to work in **an** environment free from sexual harassment. Violation of this principle as covered by the **Article**, will be dealt with by way of disciplinary sanctions **up** to and including discharge.

Sexual harassment is unsolicited, one-sided and coercive and shall be defined **as**: Any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense or humiliation to any employee or threatens her well being or is known or ought reasonably to be known to be unwelcome. Sexual harassment might also, on reasonable grounds be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion or threatens her well being and can be expressed in any number of ways, such as:

- unnecessary touching or patting; or,
- suggestive remarks or other verbal abuse; or,
- demands for sexual favours; or,
- leering and compromising invitations; or,
- physical assault; or,
- implied or actual threats to the victim or her job; or,
- unwanted attention of a sexually oriented nature; or,
- implied or expressed promise of reward for complying with a sexually oriented request; or,
- implied or expressed threat of reprisal, actual reprisal or the denial or opportunity for the refusal to comply with a sexually oriented request; or,
- sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

**Gender harassment** shall be defined **as** an offensive comment and/or action, which demeans **an** individual and/or causes personal humiliation, on the basis of sexual preference or gender.

#### 9.04 Personal Harassment

Any discriminatory behaviour at or related to the workplace which denies an individual her dignity and respect or affects her job security by creating an intimidating, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated.

Personal harassment is defined to include but not be limited to discrimination on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, pregnancy, childbirth, marital status, family status, handicap, conviction for which a pardon has been granted, political affiliation, union membership, participating in the lawful activities of the union and preventing, by any means or manner, of the exercise of any right conferred under this Collective Agreement or under any law of Canada, its provinces and/or its territories.

- 9.05 1. In the event an employee is of the belief that she is a victim of sexual or personal harassment, that employee may, within twenty-one (21) calendar days of the alleged offence initiate a written complaint under this **Article**. The employee may choose a Union Representative to assist throughout this process. Complaints shall be submitted to the Director, Staff and Volunteer Resources.
2. (a) All information concerning the case will be kept confidential and not placed on the complainant's file. Should the complaint be unsubstantiated; it will not be placed on the alleged harasser's file.
- (b) All written records concerning sexual harassment complaints will be kept in a separate confidential file under the exclusive jurisdiction of the Director, Staff and Volunteer Resources.
- (c) **An** alleged offender shall be given notice of the substance of such a complaint under this **Article**.
- (d) A Staff and Volunteer Resources representative shall investigate the complaint and respond with solution, remedies and orders that will be necessary to resolve the issue within fourteen (14) calendar days of receipt of the complaint.
- (e) Upon the request of the complainant, the Director, Staff and Volunteer Resources will endeavour to take interim measures to separate the employees concerned.
- (f) It is understood where there is no finding of discrimination or harassment, no documentation will be placed on the personnel files of the complainant or the respondent.

- (g) Not necessarily limited to, but including one or more of the following actions may apply as penalty for a substantiated case of harassment:
  - (i) a written apology from the offender to the complainant assuring the offence will not be repeated;
  - (ii) a written reprimand to the offender from management to be kept in the offender's personnel file;
  - (iii) suspension;
  - (iv) discharge.
- (h) Under no circumstances shall the remedial action in a substantiated case of harassment penalize the complainant.
- (i) Where the complainant or offender is not satisfied with the Director, Staff and Volunteer Resources response she may within fourteen (14) calendar days initiate a grievance as per **Article 13 - Complaint and Grievance Procedure**, Step No.2.
- (j) If the complaint reaches Arbitration, the decision rendered by the Arbitration award shall be final and binding.
- (k) The Union and the Gallery recognizes the right of a complainant who is not satisfied with the decision of the Director, Staff and Volunteer Resources or the decision of the Arbitrator, to seek redress under the discrimination practices provisions with respect to sexual or personal harassment of the Human Rights Code.
- (l) The parties agree that if the Director, Staff and Volunteer Resources is named as the alleged harasser, the Director of the Gallery will appoint someone else to take the Director, Staff and Volunteer Resources place in the above proceedings.

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

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## ARTICLE 10 – CORRESPONDENCE

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- 10.01 Unless otherwise specified herein, all correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall, in the case of correspondence being sent from the Union to the Gallery, be sent to the Director, Staff and Volunteer Resources or her designate; correspondence from the Gallery shall be sent to the President of the Union Local or her designate.
- 10.02 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.

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## ARTICLE 11 – LABOUR-MANAGEMENT COMMITTEE

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- 11.01 A Labour-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Gallery. Such Committee may meet from time to time at mutually agreeable times provided that either party requests and gives at least seven (7) calendar days prior notice accompanied by an agenda of matters proposed to be discussed. It is agreed that matters to be discussed at such meetings may include the application of the provisions of the Collective Agreement, the clarification of procedures or conditions causing misunderstanding, or other subjects of mutual concern. This committee shall not be used as a means to circumvent the Grievance Procedure.

*During the course of negotiations the elected Negotiation Committee of the Union shall replace the current LMC Representatives until a renewal Collective Agreement has been reached between the parties.*

- 11.02 A Staff Representative of the Union may, at her option attend any meeting of this Committee.

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## ARTICLE 12 - REPRESENTATION

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- 12.01 The Gallery will recognize a Negotiating Committee consisting of not more than four (4) 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.

In order that the Negotiating Committee may properly prepare for bargaining, the Committee members shall each be entitled to twenty-one (21) hours with pay for lost time prior to the negotiations commencing. In the event that the Gallery must

replace the positions of Committee members the Union Local will pay for the Committee members' wages.

- 12.02** 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 (1) 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.
- 12.03** 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 Department Manager. 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.
- 12.04** In the event that an employee(s) from the part-time bargaining unit is elected as the President or Chief Steward of the Union, the Gallery recognizes that she may represent full-time employees in accordance with **Article 13 – Complaint and Grievance Procedure** in presenting grievances to representatives of the Gallery.
- 12.05** The Gallery agrees to provide an office space for joint use by the Union and the CAW Local where the Union Local 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.
- 12.06** A Staff Representative may have access to the Gallery premises with the advance approval of the Director, Staff and Volunteer Resources. 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 Director, Staff and Volunteer Resources or her designate.
- 12.07** In the interest of the more orderly administration of this Collective Agreement, the Gallery will permit the Local President and Chief Steward a combined total of four (4) hours per week each 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 Department Manager.

## **ARTICLE 13 – COMPLAINT AND GRIEVANCE PROCEDURE**

### **13.01 Complaint Procedure**

It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly **as** possible and it is understood that an employee has no grievance until she has first given her Department Manager an opportunity of adjusting her complaint. Such complaint shall be discussed with or submitted in writing to her Department Manager within sixteen (16) 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. If any complaint is not satisfactorily settled by the Department Manager within seven (7) calendar days of the discussion or receipt of a written complaint, it may be processed within an additional seven (7) calendar days 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 Manager and Senior Manager. The nature of the grievance, the remedy sought and the section or sections of the Collective Agreement which are alleged to have been violated shall be identified in the grievance. The Department Manager or Senior Manager will deliver their decision in writing within seven (7) 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 Director, Staff and Volunteer Resources or 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 Union Local 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 13.03 - Complaint and Grievance Procedure**.

### **13.02 Policy Grievance**

A complaint or grievance arising directly between the Gallery and the Union concerning the interpretation, application or alleged violation of this Collective Agreement (which would not normally be grieved by an individual employee), shall be originated by the Union or the Gallery under Step No.2. Any grievance by the Gallery or the Union shall be commenced within twenty-one (21) 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. Failing settlement under Step 2 it may be submitted to arbitration in accordance with **Article 14 - Arbitration.**

**13.03** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Collective Agreement, including any question **as** to whether a matter is arbitrable, such grievance may be submitted to Arbitration as set forth in **Article 14 - Arbitration.** If no written request for Arbitration is received within twenty-one (21) 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.

**13.04** 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 the Union and the employees.

*No written agreement can be entered into between an employee and the employer without the expressive written consent from the Staff Representative.*

**13.05** Where no answer is given within the time limits specified in the Complaint and 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.

**13.06** 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 group grievance on behalf of such employees at Step 2.

### **13.07 Dismissal Grievance**

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 fourteen (14) 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 Board of Arbitration if appointed.

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

## ARTICLE 14 - ARBITRATION

**14.01** If the Gallery or the Union requests that a grievance as above provided be submitted to Arbitration the parties agree to use a sole arbitrator from the list of arbitrators in the attached Letter of Understanding. An arbitrator will be selected on a rotating basis. Any arbitrator who having been requested in her turn to act, shall not again be requested to act until her name comes up again on the regular rotation. If for some reason the arbitrator who is next on the list to be called for an Arbitration hearing has no available dates within a three (3) month period then the next arbitrator on the list will be called.

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

**14.03** The arbitrator shall not be authorized to alter, modify or amend any part of the terms of this Collective 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 Collective Agreement, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement, subject to **Article 14.07 - Arbitration** thereof.

**14.04** 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.

**14.05** The decision of the arbitrator will be final and binding upon the parties hereto and the employees.

**14.06** The parties will jointly bear the fees and expenses of the arbitrator.

- 14.07** The parties may by mutual agreement substitute a Board of Arbitration instead of a sole arbitrator in which case the parties would each appoint a nominee (which cannot be a person who has been involved in an attempt to negotiate or settle the grievance) to the Board of Arbitration within fourteen (14) calendar days of the request by a party that a grievance be submitted to Arbitration and each party would advise the other in writing of their nominee. The nominees so appointed would, within fourteen (14) calendar days of the nomination of the latter of them, attempt to select a third person to be a member and chairperson of the Board of Arbitration. If the nominees are unable to agree on such a chairperson they may request in writing that the Minister of Labour for Ontario appoint a chairperson. A Board of Arbitration would have the same authority as a sole arbitrator as set out in this **Article**. Each of the parties would bear the expense of the nominee appointed by it and the parties would jointly bear the fees and expenses of the chairperson of the Board of Arbitration.

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## **ARTICLE 15 – EMPLOYEE RECORDS**

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- 15.01** 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 Director, Staff and Volunteer Resources, the removal of written disciplinary notations and any replies to them, that have been in her official personnel file for more than twelve (12) months provided no further disciplinary documentation has been entered in her file.
- 15.02** Similarly, should an employee be suspended or terminated such action shall be confirmed in writing to the employee and to the Union.
- 15.03** It is understood and agreed that where the Gallery management reviews all 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. In the self-appraisal process, an employee may request Union representation. A copy of the final evaluation shall be given to the employee concerned.
- 15.04** All employees shall have access to their personnel files upon reasonable request to the Director, Staff and Volunteer Resources or her deputy and with reasonable notice.

## ARTICLE 16 - SENIORITY

- 16.01** *An* employee will be considered on probation and will not be subject to the seniority provisions of this Collective Agreement, nor shall her name be placed on the seniority list until after she has completed eighty-four (84) calendar 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 hired by the Gallery. The dismissal of a probationary employee shall not be the subject of a grievance.
- 16.02** Employees who hold both a full-time and part-time position with the Gallery must complete the appropriate probationary period for each position.
- 16.03** Seniority will be maintained but shall not accumulate during leaves of absence without pay in excess of six (6) months. Seniority will be maintained and accumulate in the case of paid leaves, such as Pregnancy/Parental leave, Short-term Disability, Workplace Safety and Insurance Board (WSIB) and during the period the employee is on approved Long-term Disability.
- 16.04** Seniority lists shall be revised every six (6) calendar months (**January** 1st and July 1st), by the Staff and Volunteer Resources Division. A copy of the list shall be provided to the Union Local President and posted on the designated bulletin boards throughout the Gallery. It is also agreed and understood that each list shall remain posted for a period of twelve (12) months. If an employee does not challenge the position of her name on the seniority list within the first (1st) fourteen (14) calendar days from the date her name first appears on a seniority list, provided she is at work when the list is posted, then she shall be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted, she must object to her seniority standing within fourteen (14) calendar days from the date she returns to work.
- 16.05** 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 seven (7) calendar 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 layoff of more than six (6) months in the case of employees with seniority of less than six (6) months; or
- (g) is absent due to layoff of more than twelve (12) months in the case of employees with seniority of more than six (6) months but less than three (3) years; or
- (h) is absent due to layoff of more than eighteen (18) months in the case of employees with seniority of more than three (3) years; or
- (i) is absent due to layoff of more than twenty-four (24) months in the case of employees with seniority of more than five (5) years.

**16.06** It shall be a condition of employment that employees provide the Gallery with their current address and telephone number and further shall 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.

**16.07** 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. While in the part-time bargaining unit, the employee will accumulate seniority in accordance with **Article 3 - Seniority** of the Part-time Collective Agreement. 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 **Article 3.08 - Seniority** of the Part-time Collective Agreement.

- (a) When a part-time employee is transferred to a regular full-time position in the full-time bargaining unit, her service and seniority in the part-time bargaining unit shall be transferred to the full-time bargaining unit and converted on the basis of one (1) year equals one thousand, eight hundred (1,800) hours.

(b) When a temporary full-time position is filled by a part-time employee, her hours worked in the temporary full-time position shall be applied to her service and seniority in the part-time bargaining unit for the duration of the assignment or until the employee is hired and transferred to a regular full-time position **as per Article 16.07 (a) - Seniority.**

**16.08** 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 **Article 3 - Seniority** of the Part-time Collective Agreement. Such existing part-time seniority shall be exercisable in the part-time unit in accordance with the applicable seniority provisions.

**16.09** Full-time employees who are employed in the part-time bargaining unit after being *indefinitely* laid-off from the full-time bargaining unit will retain recall rights under the Full-time Collective Agreement, **Article 16.05 - Seniority** and **Article 18.04 (a), (b), and (c) - Layoff and Recall.**

## **ARTICLE 17 – VACANCIES AND NEW POSITIONS**

**17.01** The Gallery shall post notice of permanent and temporary job vacancies subject to **Article 4 – Temporary Full-Time Employees** for a period of seven (7) calendar days before any such job is filled. Probationary employees shall not be entitled to apply for posted vacancies. It is agreed that the Gallery will not interview external applicants until applications from existing employees have been reviewed and bargaining unit employees who are qualified in the opinion of the Gallery have been interviewed. Further, the Gallery will notify existing applicants in writing once the successful application is selected.

**17.02** 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.

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

**17.04** 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.

- 17.05** 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.
- 17.06** 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.
- 17.07** 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.
- 17.08** The Gallery shall endeavour to post notice of permanent and temporary (as per **Article 4 - Temporary Full-Time Employees**) job vacancy at least seven (7) calendar days before a vacancy is to occur in normal circumstances and at least seven (7) calendar days after a vacancy has occurred in extraordinary circumstances.

## ARTICLE 18 – LAYOFF AND RECALL

- 18.01** A layoff is defined as any reduction in the work force due to lack of work, reduction or discontinuation of a service that would result in the involuntary displacement of an employee, other than discharge for just cause.

A layoff is also defined as any reduction in regular weekly hours or salary (except for disciplinary suspension) for a period of at least one (1) week in which an employee receives less **than** one-half ( $\frac{1}{2}$ ) of the wages she would earn at her regular rate for a regular work week, **as** per the Employment Standards Act.

The Gallery agrees that it will not layoff any full-time or regular part-time employee in order to have substantially the same work in or for the same department with which the laid-off employee was associated performed by another full-time or regular part-time employee underwritten by **an** exhibition budget.

**18.02** *The Gallery agrees to notify the Local President or her designate and the OPSEU Union Representative in writing and as far in advance as possible but in any event forty (40) calendar days in advance of the expected date of implementation of a layoff. Such notification to the Union shall include the employee name(s) and position(s) affected. Notice to the employee will be ten (10) calendar days after the notice to the Local President or her designate and the OPSEU Union representative. The employer further agrees to meet with the Union, through the Labour/Management Committee within three (3) working days of notification to the Union to review:*

- (a) the reason(s) for the layoff.
- (b) potential alternatives which may include but are not limited to the utilization of other means, such as normal retirements, early retirements unpaid leaves, voluntary layoff, or severance.

The Gallery and the Union will attempt to assist employees to find alternate employment.

**18.03** Where an employee with seniority is to be laid off indefinitely or in any event for more than thirteen (13) weeks, the Gallery will provide minimum written notice as follows:

Number of Years of Service	Number of Working Days Written Notice
up to 2	15
3	20
4	25
5	30
6	35
7	40
8	45

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 her Department Manager. 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) working days in lieu of notice immediately prior to the termination of her notice period. Employees receiving twenty (20) working days or more written notice must provide two (2) weeks notice of her 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.

- 18.04** Severance pay will be provided on the basis of two (2) weeks' pay for every year of service to a maximum of six (6) months after five (5) years of employment. An employee may choose between retaining recall rights and receiving severance pay. If the employee chooses to retain recall rights in accordance with **Article 18.05 - Layoff and Recall**, 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.

In the event of a reduction in the number of employees, layoff of employees shall be based on the following provisions:

- (a) probationary employees performing the work in question shall be the first to be laid off;
- (b) permanent employees who are subject to layoff shall have the right to either:
  - (i) accept the layoff and be placed on recall **as** outlined in **Article 18.06 - Layoff and Recall**;
  - (ii) *displace another employee in accordance with Article 18.05 – Layoff and Recall who has not received a layoff notice, subject to having the essential skills and ability to perform the work required.* Intention to exercise this right must be declared within seven (7) calendar days of notification of layoff by the Gallery. Such employee so displaced shall be laid off, subject to her rights under **Article 18 – Layoff & Recall**.

- 18.05** a) Determination of potential displacement positions shall be made in the following sequence:
- Seniority as per **Article 16.04 – Seniority**;
  - The employee's prioritized preference of positions to be considered;
  - The employee's skill and ability to perform the work of **the** displaced position; then
  - The Classification Schedule "A" of the current Collective Agreement.



- b) The employee having the skill and ability to perform the essential responsibilities of the displaced position shall have a four-week (**4** week) period to familiarize herself in the position.
- c) **An** employee may displace another employee who is in a position that is the same or lower classification than their own position and who has lesser seniority.
- d) **An** employee shall maintain the same step on the classification rate structure if she displaces another employee in the same classification. Where she displaces an employee in a lower classification, she shall be placed on the classification rate structure closest to but no greater than her current salary.
- e) **PROCESS FOR DISPLACEMENT**
  - i) The employee and Staff & Volunteer Resources shall meet to identify the employee's prioritized preferences of positions she is considering displacing.
  - ii) Staff & Volunteer Resources shall provide ***the most recent detailed job description*** for each preference identified by the employee.
  - iii) The employee and Staff and Volunteer Resources shall discuss the employee's skills and abilities to perform the essential duties of the job. When ***Staff and Volunteer Resources has determined that*** the employee has the skills and abilities to perform the essential duties of the job(s), Staff & Volunteer Resources shall offer, the prioritized preference(s) to the employee in descending order of preference. If the employee refuses the prioritized preference, then such refusal shall be considered as the employee accepting layoff and the displacement process will end. The employee may then elect either recall or severance.
  - iv) When the employee does not possess the skills and ability to perform the essential duties of any of the job(s) in (iv) above, the employee shall identify other positions for displacement and the employee shall prioritize them in descending order. The process outlined in (iv), above, shall then be applied.
  - v) When the skills and ability **of** the employee are in dispute, the employee may opt to be placed in the subsequent prioritized preference, pending pursual of her rights under the Collective Agreement.

- f) Any employee who is displaced as a result of the displacement process shall be covered by the provisions of **Article 18 - Layoff and Recall**.

**18.06 Recall Rights**

- (a) Employees shall be placed on a recall list as per **Article 16.05 (f), (g), (h), and (i) - Seniority**.
- (b) The Gallery will recall laid-off employees in order of seniority provided that the employees have the *essential* skills and ability to perform the available work. An employee will be provided with an opportunity to present her qualifications **as** to her skills and abilities to perform the work. Should an employee be recalled to a position different from that from which she was laid off, the employee shall have a four (**4**) week period to familiarize herself with the essential components of the position.
- (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 of recall.

**18.07** The recalled employee must notify the Gallery of her intention to return to work within fourteen (14) calendar days of the date of recall notice; and must return to work within twenty-one (21) calendar days of recall notice. If the employee is unable to return to work within the period specified, unless an extension is mutually agreed upon, the employee has abandoned her recall rights.

**18.08** 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 **Article 18.06 (a), and (b) - Layoff and Recall**.

**18.09** No volunteer labour shall be used to perform the work of laid-off employees.

**18.10** Employees on recall, who apply for and are successful in obtaining a temporary full-time/part-time position shall do so without loss of recall rights in accordance with the following provisions:

- (a) the employee's recall period shall *befrozenfor* the duration of the temporary employment;
- (b) pension contributions shall not accrue during temporary employment opportunities;
- (c) group benefits shall be in effect for positions where benefits are applicable; and

- (d) seniority shall continue to accrue on the respective full-time or part-time seniority roster.

**18.11** Should an employee apply for and be successful in obtaining a permanent full-time or part-time position while on recall, the employee shall forfeit her recall rights.

**18.12** The Gallery agrees to discuss and offer to provide career counselling services to Employees who have received notice of lay off.

**18.13** The employer will offer to eligible employees who have received notice of layoff, and at the employee's discretion, early retirement and severance options.

**18.14** *For purposes of clarity, it is understood that any rights regarding recall and displacement set out in the provisions of Article 18 are only available for permanent employees who are indefinitely laid off.*

## ARTICLE 19 – LEAVE OF ABSENCE

### **19.01 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 three (3) months.

### **19.02 Union Business Leave**

The Gallery may grant leave of absence without pay to not more than three (3) employees for a total period not exceeding *thirty (30)* working days in one (1) 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.

### **19.03 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 (1) term of office, if elected.

### **19.04 Union Executive Board Leave**

- (a) 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 Officers 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.

**19.05** Where an employee is granted personal leave pursuant to **Article 19.01 - Leave of Absence** or is granted election leave pursuant to **Article 19.03 - Leave of Absence**, 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.

**19.06 Self-Funded Leave of Absence**

The self-funded leave plan permits employees, upon approval by the Department Manager, Senior Manager and Director, Staff and Volunteer Resources, to finance a leave of absence for a period of one (1) year. Employees work their normal daily hours while receiving eighty percent (80%) of their base salary for each of four years. In the fifth year, the individual is granted a leave of absence of one (1) year, funded by the accumulated deferred pay.

Details and guidelines for utilization of this benefit can be obtained from the Staff and Volunteer Resources Division.

<b>ARTICLE 20 – BEREAVEMENT LEAVE</b>
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**20.01** Bereavement leave of three (3) days and up to an additional two (2) days for exceptional distance travel time, if required, will be granted to an employee when a death occurs in her or her spouse's immediate family (spouse to include common-law or same sex partner). Employee's or spouse's immediately family to include mother, father, child, brother, sister, grandparent, grandchild, ward or legal guardian. 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.

**20.02** In the event of the death of any other close family member or friend, the employee will be granted one (1) day leave of absence with pay to attend the funeral. It is understood that in some circumstances one (1) day will be insufficient and additional leave may be granted pursuant to **Article 20.03 - Bereavement Leave** herein.

- 20.03 The Gallery may, at its discretion, grant additional compassionate bereavement leave with pay for a period of up to five (5) days.

#### ARTICLE 21 – JURY DUTY AND CROWN WITNESS LEAVE

- 21.01 The Gallery shall pay **an** employee who is required for Jury service, or subpoenaed or summonsed **as** a Crown witness, 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 or **as** a Crown witness and the payment she receives for Jury service or **as** a Crown witness. 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 or **as** a Crown witness.

#### ARTICLE 22 – GENERAL

- 22.01 Where the Gallery agrees with an employee that successful completion of a certain course may enhance the job performance of **an** employee, the Gallery may, at the discretion of the Director, Staff and Volunteer Resources, agree to pay for all or a portion of the tuition fee payable for such course. Staff and Volunteer Resources will indicate in writing to the applicant the amount that will be paid by the Gallery.
- 22.02 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.
- 22.03 Where an employee is required to write an examination during working hours for a job-related course approved pursuant to **Article 22.01** or **Article 22.02 - General**, the Gallery agrees to allow time off without loss of pay to enable such person to write the examination.
- 22.04 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.
- 22.05 **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.

- 22.06** *An* employee who has become disabled through injury or illness and is unable to perform the full requirements of her job, will be offered alternative employment **as** per the Duty to Accommodate under the Human Rights Code. 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.
- 22.07** Job sharing can occur where there is agreement between the employees who wish to job share, the Union and the Gallery.
- 22.08** Whenever the singular or feminine is used in this Collective Agreement, it shall be considered as if the plural or masculine has been used where the context of the Collective Agreement so requires.
- 22.09** Except for the normal scheduling of meal breaks, the Gallery shall not schedule employees on a split shift basis.
- 22.10** Employees will be entitled to the following:
- (a) ½ day off with pay will be granted for the purpose of attending the **Annual Picnic**.
  - (b) 25% discounts off some merchandise in the Gallery shops.
  - (c) 50% discount on catalogues.
  - (d) Upon completion of appropriate probationary period employees will receive a complimentary modified family membership for the *Art* Gallery of Ontario. This does not include members' mailings or additional incentives or entitlements (i.e.: catalogues).
  - (e) One (1) day off with pay within a twelve (12) month period for moving from one's primary residence to another.
- 22.11** *Volunteers will not be assigned or have responsibility for the day-to-day supervision of bargaining unit employees.*

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## ARTICLE 23 – HEALTH AND SAFETY

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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.

- 23.01** The parties agree to a Health and Safety Committee composed of up to four (4)

representatives of the Union and up to four (4) representatives of the Gallery plus one (1) representative from the Staff and Volunteer Resources Division.

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;
- The local President shall be given all reports made by an Occupational Health & Safety Inspector no later than two (2) working days following receipt of the report.

**23.02** **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.

**23.03** The Gallery agrees to contribute one hundred percent (100%) up to a maximum of one hundred dollars (\$100.00) annually towards the cost of safety footwear to employees with seniority who are deemed mandatory by the Health and Safety Committee 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.

*Effective July 5, 2006 increase safety shoe allowance ~~from~~ one hundred dollars (\$100) annually to one hundred and thirty dollars (\$130.00) annually.*

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

**23.05** Mer 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 17 - 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 **Article 24 - Pregnancy/Parental Leave**.

**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**.

When purchasing new or replacement computer station equipment, the employer shall ensure that emission levels from video display equipment do not exceed those provided by current Ontario government standards.

Employees whose work requires sustained activity at a computer terminal may undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct VDT eye examinations. The cost of the examination, not to exceed the OHIP fee schedule for such examinations shall be borne by the Employer if not covered by OHIP.

**23.06** The Workplace Safety and Insurance Board (WSIB) provides disability benefits with respect to injuries that are incurred in the course of employment. Benefits shall be paid in accordance with the provisions of the Act.

Where a Workplace Safety and Insurance Board benefit is being paid, the Gallery will continue to provide benefit coverage in accordance ~~with~~ the provisions of **Article 30 - Health and Welfare**.

The employer agrees to provide wages at the above rate through payroll and the employer will be reimbursed by WSIB.

If the WSIB claim is not approved, any payments made to the employee by the Gallery under the foregoing provision shall be covered by the employee's sick leave plan pursuant to **Article 32 - Sick Leave**. The Gallery will make adjustments through payroll to reconcile any differences between WSIB and sick plan entitlements.



## ARTICLE 24 – PREGNANCY/PARENTAL LEAVE

- 24.01** Pregnancy leave is a leave of absence for a period of seventeen (17) weeks by reason of the employee's pregnancy. Parental Leave is an additional leave of absence for a period of thirty-five (35) weeks, for mothers who took pregnancy leave. Parental Leave for a natural or birth parent who did not take pregnancy leave, an adoptive parent, or a person in a relationship of some permanence (common law regulations to apply) with a parent who intends to treat the child as her/his own is entitled to up to thirty-seven (37) weeks leave of absence.
- 24.02** The service requirement for eligibility shall be thirteen (13) weeks of continuous service.
- 24.03** Pregnancy/parental leave of absence shall be granted in accordance with the provisions of the Employment Standards Act.
- 24.04** 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,
- 24.05** The employee shall reconfirm her intention to return to work on the date originally provided to the Gallery in **Article 24.04 - Pregnancy/Parental Leave** above by written notification received by the Gallery at least two (2) weeks in advance thereof.
- 24.06** 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.
- 24.07** **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.

**24.08** 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 Employment Insurance benefits pursuant to Employment Insurance Act, shall be paid ~~an~~ allowance, calculated ~~as~~ follows:

- (a) for the first two (2) weeks, the employee shall receive the lesser of either ninety-five percent (95%) of her actual regular weekly earnings or ninety-five percent (95%) of the maximum weekly insurable earnings under the Employment Insurance Act;
- (b) should an employee be medically determined to be unable to work during the health-related portion of her pregnancy leave as defined in **Article 32.05 - Sick Leave**, the employee may be eligible to receive illness ~~or~~ disability benefits as defined in **Article 32.02 - Sick Leave**, for up to a **maximum** of four (4) weeks.
- (c) 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 E.I. 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 fifteen (15) weeks;
- (d) employees have no vested right to payments under the **plan** except to payments during a period of unemployment specified in the plan;
- (e) 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.

**24.09** 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.

**24.10** **An** employee returning from a leave of absence under **Article 24 - Pregnancy/Parental Leave** shall be reinstated in her 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.

**24.11** Where the father is the primary care giver he shall be entitled to a leave of absence **as** outlined in **Article 24 - Pregnancy/Parental Leave** 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 25 – HOURS OF WORK

**25.01** The following paragraphs and sections are intended only to define the normal hours of work **as** 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.

- (a) The normal work week shall be thirty-five (35) hours per week, Monday to Friday, and seven (7) hours per shift.
- (b) However, for those employees with responsibilities for dealing with the public and/or servicing daytime, evening, weekend and holiday programs/events **and for Exhibitions Services Department employees**, the normal work week shall be thirty-five (35) hours per week, seven (7) hours per shift and for kitchen employees whose normal work week shall be forty (40) hours per week, eight (8) hours per shift. Said employees shall be required to work regularly scheduled hours on afternoons, evenings, weekends and holidays.

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 employee's Department Manager in consultation with Staff and Volunteer Resources.

**25.02** 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.

**25.03** (a) The term overtime shall be deemed to mean any period of time worked over and above an employee's normal work day as defined in **Article 25.01 – Hours of Work**. It is understood that a differentiation exists between voluntary professional enhancement, social activities and those designated commitments related to the employee's duties and responsibilities, wherein the designated commitments shall be recognized as being eligible for the calculation and awarding of overtime.

- (b) Each Department Manager will offer and regulate overtime by rotation in a fair and equitable manner to employees who normally perform the work and who are willing to work such hours on the basis of seniority. 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. Overtime pay will be included in the next appropriate pay cheque after it is worked, unless the employee can, and elects to, accumulate time off work in lieu of overtime **as per Article 25.05 – Hours of Work**
- (c) Employees authorized to work overtime of one-half (½) hour or more on any one occasion in excess of their normal working hours per day will be paid as follows:
  - (i) for the first five (5) consecutive overtime hours worked, employees will be compensated at one and one-half (1½) times their regular hourly rate;
  - (ii) for any further consecutive overtime hours worked, employees will be compensated at two (2) times their regular hourly rate.
  - (iii) Employees working on regularly scheduled days off will be compensated at one and one-half (1½) times their regular hourly rate
    - for the first seven (7) hours and two (2) times their regular hourly rate for each additional hour worked.
- (d) It is understood that overtime payment for hours worked in accordance with (i) and (ii) 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 regularly scheduled days off shall be in accordance with **Article 25.03 (c) (iii) - Hours of Work**.

**25.04** Except in the case of an emergency, all overtime shall be authorized and approved in advance by the Department Manager. In order for employees to receive credit for emergency overtime worked, said overtime must be reported to the Department Manager within two (2) working days of its occurrence.

**25.05** 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 based on the value of overtime compensation payments outlined in **Article 25.03 - Hours of Work**. 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 Manager and in any case, no more than five (5) days off at any one time will be allowed.

- 25.06** For the purpose of this Collective 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 **Article 25.02 - Hours of Work** shall have their regular straight time hourly rate specified in the wage schedule.
- 25.07** Employees shall be entitled to one (1) hour unpaid meal break during each normal working day and to one (1) fifteen (15) minute paid rest period in each half of a normal working day. Meal breaks as established by the Gallery shall not be considered time worked.
- 25.08** Employees shall normally be scheduled so that they receive two (2) consecutive days off in a seven (7) day period. This does not preclude the scheduling of overtime shifts when necessary. Two (2) consecutive days means forty-eight (48) consecutive hours.
- 25.09** For special events, employees may agree to perform various functions for the Gallery during such hours and at a 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.
- 25.10** Premium payments under any of the terms of this Collective Agreement shall not be duplicated or pyramided for the same hours worked.
- 25.11** For administrative purposes of this **Article**, working day means business day, Monday to Friday.
- 25.12** 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 **Article 25.03 - Hours of Work** 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 one and one-half (1 1/2) times the employee's regular straight time hourly rate.
- 25.13** Except for the normal scheduling of meal breaks, the Gallery shall not schedule employees on a split shift basis with the exception of employees in **Article 26.02 - Hours of Work: Food and Beverage**.
- 25.14** Except for General Office employees, 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.

**25.15 Multiple Positions**

Full-time employees holding a supplementary part-time position (including occasional positions) within the Gallery, shall be restricted to working a maximum of 40 hours per week. Priority shall be given to work commitments required by the full-time position.

Employees scheduled and working hours in both their full-time and supplementary position shall be excluded from Articles **25.01, 25.03, 25.08, 25.11, 25.13 - Hours of Work** and Article **27.01 - Shift Premium** for their combined hours. Where overtime hours are worked in the employee's full-time position exclusively, these hours shall be compensated as per the established overtime provisions in Article **25.03 - Hours of Work**.

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**ARTICLE 26 – HOURS OF WORK: FOOD & BEVERAGE**

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- 26.01** Work schedules shall be posted seventy-two (72) hours in advance. The Gallery will endeavour to discuss any change in such schedule with the individual prior to change and shall endeavour to give forty-eight (48) hours notice of change, should any be made.
- 26.02** Food and Beverage waitstaff and busperson(s) including those assigned to the Members' Lounge may be scheduled to work and work on a split shift basis. These shifts should be mutually agreed upon by those employees and the Manager without prejudice. Hours not worked between shifts on the same day shall not constitute the basis for overtime or any premium pay calculations.
- 26.03** For special events Food and Beverage 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. It is agreed that all Food and Beverage special functions assignments will be posted prior to the event and that all Gallery waitstaff will have first right of refusal. 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.
- 26.04** (a) The Gallery shall provide to designated Food and Beverage personnel, full uniforms consisting of two (2) pairs of pants, three (3) shirts and outer uniform requirements. It is understood that said uniforms are for the sole and exclusive use by these employees in the performance of their duties in the Gallery.
- (b) Uniforms and working apparel shall be laundered, altered and repaired at the Gallery's expense.

- (c) The Gallery will provide restaurant and Members' Lounge waitstaff and busepersons with one (1) pair of black dress shoes annually (style to be chosen by the Gallery).

#### ARTICLE 27 - SHIFT PREMIUM

- 27.01** 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 seventy-five cents (\$0.75) 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. Shift premium will be paid for all regular hours on shift which so qualify.

*Effective July 5, 2006 increase shift premium from seventy-five cents (\$0.75) per hour to eighty-five cents (\$0.85) per hour.*

#### ARTICLE 28 – LEAD HANDS

- 28.01** Lead hands may be appointed by the Gallery from time to time as the Gallery in its discretion deems necessary. Lead hand responsibilities generally include assigning and monitoring work performance, scheduling, administration and resolving work-related problems. Such persons shall receive an additional one dollar (\$ 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.

#### ARTICLE 29 - ALLOWANCES

**29.01 Call in allowance**

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 (1½) times the actual hours worked or a minimum of three (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.

**29.02 Reporting allowance**

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 four (4) hours work or four (4) 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 four (4) hours pay.

**29.03 Meal allowance**

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 ten dollars (\$10.00) meal allowance.

**29.04 After Hours On-Call Duty Allowance:**

(a) "After Hours On-Call Duty" means a period of time that is not a regular working period, overtime period or call-in period during which a designated employee is required to respond within a reasonable time to a request for

- (i) call-in to the work place **as** per **Article 29.01 - Allowances** or
- (ii) performance of other work **as** required.

(b) Where **an** employee is required to be on-call, she shall receive one dollar (\$ 1.00) per hour for all hours that she is required to be on-call, including regular week, weekends and paid holidays **as** defined in **Article 34 - Holidays**.

(d) It is understood that each call is individual and unique in terms of its gravity and interpretation. It is further understood that a return to the workplace may not be necessary in all situations and that only those calls that require the on-call employee to make an informed, appropriate response to arrest or deal with problems that either immediately affect or potentially affect either the fabric, content, general and mechanical operation of the Gallery shall be eligible for compensation at the on-call employee's hourly rate.

(e) It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in the definition (i) and (ii), call-in pay or overtime shall be substituted respectively for the on-call premium and deducted from the on-call hours recorded on the employee's timecard.

(f) Should an initial call not be resolved and thereby incur subsequent calls related to the same problem, the employee shall be compensated for the cumulative time worked, based on fifteen (15) minute increments.

(g) In those instances where a qualified employee is already present in the gallery and able to attend to any additional problem or occurrence, the on-call rate shall continue to be paid to the scheduled on-call employee.

(h) Employees are designated to be on-call as per the rotational schedule. The employee on-call has first right of refusal for work during paid holidays **as** defined in **Article 34 - Holidays**.

**29.05** Where an employee is directed **by** the Gallery to use her own automobile for Gallery business, the employee will be reimbursed at the rate of thirty (\$0.30) cents per kilometre.



## ARTICLE 30 – HEALTH AND WELFARE

**30.01** The Gallery agrees to provide the following coverage for all eligible full-time employees on the active payroll who have completed their probationary period. In the case of family coverage, spouse will include common-law and same sex partner who have been co-habiting for a period of at least one (1) year.

- (a) eighty percent (80%) of the premium cost of a semi-private hospital plan;
- (b) eighty percent (80%) of the premium cost of the current extended health care plan;
- (c) eighty percent (**80%**) of the premium cost of the current dental care plan;
- (d) one hundred percent (100%) of the premium cost of group life insurance in amount equal to the employee's one and one-half (1½) times basic annual salary;
- (e) eighty percent (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 sixty-six and two-thirds (**66 2/3**) of monthly earnings up to two thousand, five hundred dollars (\$2,500.00) and fifty percent (50%) of the balance of monthly earnings to a maximum benefit of three thousand, five hundred dollars, (\$3,500.00) per month, with employees paying one hundred percent (100%) of the premium. The terms and conditions of the current plan will continue to apply.
- (g) Employees will make every attempt to schedule their doctor/dentist and/or other personal appointments outside working hours or if they are unable to do so, schedule these appointments at times where there is a minimum impact on hours of work. If the employee is required to frequently attend such appointments during working hours the employee, with the approval of her Department Manager/Staff and Volunteer Resources, may use sick credits, lieu time or vacation time, **as per Article 32.01 (e) – Sick Leave**. The employee will be entitled to attend any appointments required by WSIB during regular working hours with no loss to personal time.
- (h) *Effective July 5, 2006 increase the Extended Health Care Plan Paramedical annual maximum to five hundred dollars (\$500.00)*
- (i) *Effective July 5, 2006 include payment for eye examinations up to one hundred dollars (\$100.00) every twenty-four (24) months in Extended Health Care Plan.*

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

**30.03** The provision of any benefit pursuant to this Collective 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.

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**ARTICLE 31 - PENSIONS**

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**31.01** The Gallery agrees to continue to provide the Gallery Pension Plan to eligible employees during the currency of this Collective Agreement.

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**ARTICLE 32 – SICK LEAVE**

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**32.01** 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, as per **Article 32.01 (e)– Sick Leave**, 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. The employee may request the use of accrued annual vacation day credits to provide income replacement for occasional sick leave absences. However, the employee is encouraged to retain a minimum of ten (10) vacation day credits for purposes of her annual vacation. Such requests shall not be unreasonably denied.
- (f) Employees shall report their absence directly to their Department Manager 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 Department Manager if they are unable to return **as** previously indicated. If the Department Manager is unavailable, the employee must leave a message with a responsible person in the department.

- 32.02**
- (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 **Article 32.02 (e) - Sick Leave**.
  - (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 **Article 32.02 (a) - Sick Leave**.
  - (c) The five (5) day waiting period is unpaid. However, when available, accrued credits such **as** occasional sick leave days and lieu time may be used to provide compensation during the five (5) day waiting period. The employee may request the use of accrued annual vacation day credits to provide income replacement during the short term disability waiting period. However, the employee is encouraged to retain a minimum of ten (10) vacation day credits for purposes of her annual vacation. Such requests shall not be unreasonably denied.
  - (d) Benefits will commence the first working day following the five (5) day absence defined in **Article 32.02 (a) - Sick Leave**.
  - (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.

- 32.03** 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 **Staff** and Volunteer Resources.

The Gallery shall pay for any required medical certificate upon receiving a receipt from the employee.

**32.04** 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. Additionally, employees may be eligible for sick leave benefits during the health-related portion of their pregnancy leave. The Gallery requires the employee to provide information on her medical condition, the same **as** is done for other health/medically related absences **as** is defined in **Article 32.03 - Sick Leave**.

**32.05** 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 33 – VACATION

**33.01** 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 her date of hire:

- (a) an employee will be granted ten (10) vacation days on her first (1st) anniversary date or vacation pay of four percent (4%) of her total earnings in instances where the employee works less than one (1) year of continuous service;
- (b) **an** employee will be granted fifteen (15) days on her second (2nd), third (3rd) and fourth (4th) anniversary date.
- (c) an employee will be granted sixteen (**16**) vacation days on her fifth (5th) anniversary and an additional day will be granted for each additional year of service to a maximum of thirty-one (31) days as outlined in **Article 33.01 (d) - Vacation**.

(d)

Length of Continuous Service as of Seniority Date	Vacation Days
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 accumulate during authorized absences from work for medical disability, pregnancy and/or parental leave. Vacation days will not continue to accumulate during authorized leaves of absence of any other type for longer than three (3) months.

**33.02** (a) Employees with more than one (1) year of continuous service who terminate employment shall receive payout of the balance of their accrued vacation days up to the date of termination,

(b) Employees with less than one (1) year of service from date of employment shall receive four percent (4%) of total earnings.

**33.03** Employees who temporarily transfer from part-time to full-time shall receive vacation pay as per **Article 9 - Vacation Pay** of the Part-time Collective Agreement for the period of temporary full-time employment.

**33.04** 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.

- 33.05** **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.
- 33.06** Employees shall notify the Gallery in writing of their vacation preferences by May 1 in each year and the Gallery shall post an approved vacation schedule within each department with a copy to Staff and Volunteer Resources by May 15 in the same year, but in any case not later than May 30.
- 33.07** Vacation entitlement may not be accumulated or carried over and must be taken within *twenty-four (24)* months of the date of first entitlement. If the employee does not request vacation within the appropriate time period, the Department Manager and the employee will agree to schedule the employee's vacation.
- 33.08** **An** employee who becomes ill while on vacation may substitute that period while ill with sick leave credits in accordance with the provisions of **Article 32 - Sick Leave**.
- 33.09** When a pay day falls during an employee's vacation period, the Gallery will undertake to provide **an** advance to the employee which approximates her normal net pay owing, provided the employee makes a written request **to** Payroll three (3) weeks prior to the commencement of the vacation period.

## ARTICLE 34 - HOLIDAYS

**34.01** 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)

Employees who celebrate recognized religious holidays other *than* those listed above, will be granted time off without pay provided they give the Gallery two (2) weeks notice. The employee also has the option to use any accrued vacation or lieu time credits they may have.

**34.02** 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) layoff 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.

**34.03** If any of the paid holidays fall on a non-working day for an employee, she shall receive pay equivalent to one regular shift at her regular rate or a lieu day which shall be deemed to be the holiday and paid at the employee's regular straight time, at some later date as may be mutually agreed upon between the parties, but within ninety (90) calendar days.

**34.04** (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 (2½) 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 one and one-half (1½) times 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 **Article 34.04 (c) - Holidays** below, elect to be paid in accordance with **Article 34.04 (a) - Holidays** or one and one-half (1½) times 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 **Article 34.04 (b) - Holidays** she must obtain, in advance, the agreement of her Department Manager who shall notify Staff and Volunteer Resources and Payroll Departments in order for the employee to be paid correctly.

**34.05** Employees shall receive the third (3rd) Monday in February as a paid holiday. The Gallery may designate the second (2nd) Monday as the paid holiday due to extraordinary exhibition scheduling needs. The Gallery shall provide the Union with two (2) months notice, should such a change be necessary. 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 34.04 (a) and (b) - Holidays**.

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## ARTICLE 35 - WAGES

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

**35.02** 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.

**35.03** 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.

**35.04** 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.

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

#### ARTICLE 36 – CONTRACTING OUT

**36.01** 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 positions shall be contracted out when an employee can perform the position and all such positions shall be posted in accordance with **Article 17 - Vacancies and New Positions**.

**36.02** *The Gallery will not use students, interns, grant funded individuals or volunteers to perform the work of a bargaining unit employee if it would result in the lay off of the bargaining unit employee.*

#### ARTICLE 37 – JOB CLASSIFICATIONS

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

Furthermore, if **an** employee considers that the tasks of her position have changed significantly, the employee and the Department Manager shall review the job description. The revised job description will be classified by the Joint Job Evaluation Committee.

The Joint Job Evaluation Committee will meet monthly.

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 appeal's 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 13 - Complaint and Grievance Procedure.**

**37.02** (a) The Joint Job Evaluation Committee shall meet monthly, and shall be comprised of five (5) representatives of the Gallery, and five (5) representatives of the Union. No meeting shall proceed unless the Committee has a quorum, which shall be no less than six (6) committee members altogether, comprised of three (3) representatives from each party.

(b) When her job description or classification is introduced to the JJEC for review, the committee may invite the employee and/or the Manager to attend a meeting to provide insight into the nature of the position, to address specific questions, or to provide clarity on a particular aspect of her job description. The employee may request a steward to attend such meeting with her.

(c) For the purpose of assuring transparency and fairness of process, the Employer shall distribute to all employees copies of the Job Classification Plan currently in use by the Committee.

**37.03** 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 Collective Agreement. A Board of Arbitration also may have reference to salaries paid in comparable jobs in comparable institutions.

**37.04** *Where a written request from the OPSEU Representative is received by the Gallery, the Joint Job Evaluation Committee shall be suspended during the course of bargaining as contemplated under Article 38. The OPSEU Representative will advise the Gallery in writing when the Joint Job Evaluation Committee may resume regular meetings.*

## ARTICLE 38 – TERM OF COLLECTIVE AGREEMENT

### 38.01 Duration

This Collective Agreement shall be binding and remain in effect from *December 1, 2005 to November 30, 2009* 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.

### 38.02 Changes in Collective Agreement

Any changes to this Collective Agreement may be made by mutual agreement at any time during the existence of the Collective Agreement.

### 38.03 Notice of Changes

Either party desiring to propose changes to this Collective 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 Collective Agreement.

38.04 The parties agree to equally share the cost of producing a copy of this Collective Agreement for each employee.

<b>SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE</b>				
<b>As of: July 1, 2006</b>				
	<b>Start</b>	<b>6 mths</b>	<b>12 mths</b>	<b>18 mths</b>
<b>A1-1</b> Cloakroom Attendant Data Entry Clerk, Membership	\$26,854	\$29,088	\$31,328 \$32,349	\$33,566 \$34,666
<b>A1-2</b> Food & Beverage Night Cleaner-Maintenance 1	\$27,729	\$30,036	\$32,349 \$33,401	\$34,661 \$35,787
<b>A1-3</b> Customer Service/Sales Assistant Group Scheduling/Phone Sales Representative Maintenance Worker I Maintenance Worker II - Lighting Senior Switchboard Operator Receiver, Shipping Dock Visitor Services Representative	\$28,631	\$31,013	\$33,401	\$35,787
<b>B2-1</b> Cataloguing Assistant Clerk Typist (Photo Resources) Data Base Coordinator Junior Graphic Designer Sales Associate Gallery Shop/Books	\$31,515	\$34,142	\$36,767	\$39,395
<b>B2-2</b> Accounting Clerk, Accounts Payable Accounting Clerk, Food and Beverage Accounting Clerk, Operating Fund Accounting Clerk, Retail Administrative Assistant (Education) <b>Art</b> Storage Assistant Audio Guide Coordinator Data Entry Operator Printing/Mail Clerk Production Assistant (Design) Promotion Stand Coordinator Public Spaces Coordinator Purchasing Officer Senior Group Scheduling/Phones Sales Representative	\$32,542	\$35,251	\$37,966	\$40,678

**SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE**

**As of: July 5, 2006**

	<b>Start</b>	<b>6 mths</b>	<b>12 mths</b>	<b>18 mths</b>
<b>B2-3</b> Administrative Assistant, (Curatorial) Administrative Assistant, (Protection Services) Artist's Assistant Building Maintenance Coordinator Corporate Development & Foundations Coordinator Crating Technician Individual Giving Coordinator Framing Assistant Inventory Control Processor, Retail Membership Assistant Marketing Assistant Painter Preparator, Transformation Program Assistant, School Tours, Teacher PD, Adult & Training Program Special Events Coordinator, Development Records Analyst Preparator/Driver Visitor Services <b>Box</b> Office Coordinator	\$33,60	\$36,39	\$39,20	\$42,00
<b>B2-4</b> Assistant Building Operator Installation Technician, Exhibition Services Publicist Catalogue Technician (Library) Documentalist/Reference Education Programs Assistant Maintenance Worker II - Groundskeeper Membership Coordinator Sales Coordinator	\$34,69	\$37,58	\$40,47	\$43,37
<b>B3-2</b> Catalogue Technician (Library) Documentalist/Reference Membership Coordinator	\$38,19	\$41,37	\$44,55	\$47,74
<b>B3-3</b> Art Storage Coordinator Facilities/Plant Administrator Chief Technician, Gallery School Coordinator, Product Knowledge Coordinator, Customer Service Packing Technician Resource Coordinator (Photo Resources)	\$39,43	\$42,71	\$46,00	\$49,29

<b>SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE</b>				
<b>As of: July 1, 2006</b>				
	<b>Start</b>	<b>8 mths</b>	<b>16 mths</b>	<b>24 mths</b>
<b>C4-1</b> Campaign Associate Coordinator, Inuit Projects Editor, Design Studio Exhibit Designer (Design Studio) Marketing Coordinator	\$43,413	\$47,02	\$50,64	\$54,267
<b>C4-2</b> Assistant Buyer, Books Buyer, Stationery & AGO Publications Building Operator Campaign Communications Coordinator Campaign Writer/Researcher Carpenter (Exhibition Services) Community Relations & Promotions Coordinator (Marketing) Coordinator, Photo Resources Curatorial Assistant, Chief Curator's Office - Publication Curatorial Assistant, Canadian Education Officer - Family Programs Electrician Process Analyst, Development Senior Framer Chief Media Technician Writer/Editor	\$44,826	\$48,55	\$52,29	\$56,033
<b>C4-3</b> Acting Special Collections Archivist Application System Support Administrator Buyer (Books) Buyer, Retail Visual Resources Cataloguer Communications Technology Coordinator Conservation Assistant, Technical Curatorial Assistant II Exhibitions Registrar Graphic Designer Historic Site Coordinator, The Grange Information Systems Librarian Media Producer Network Administrator New Media Programmer/Developer Production Coordinator (Design) Senior Editor Systems Support Analyst Travelling Exhibitions Coordinator (FT) Visitor Services Information System Coordinator	\$46,283	\$50,13	\$53,99	\$57,855

**SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE**

**As of: July 1, 2006**

	<b>Start</b>	<b>8 mths</b>	<b>16 mths</b>	<b>24 mths</b>
<b>C4-4</b> Assistant Conservator Assistant Conservator, Canadian <b>Art</b> Deputy Librarian Exhibition Designer (Exhibition Services) Head Photographer Installation Coordinator Loans Coordinator/Registration Assistant Photographer Production Coordinator, Exhibition Services Senior Publicist	\$47,78	\$51,76	\$55,75	\$59,73
<b>C5-1</b> (no positions)	\$50,95	\$55,19	\$59,43	\$63,68
<b>C5-2</b> Education Officer, Curatorial	\$52,60	\$56,98	\$61,37	\$65,76
<b>C5-3</b> Assistant Curator Conservator of Paintings, European Historical and Mode Collections Conservator of Paintings, Canadian <b>Art</b> Conservator, Contemporary & Inuit Collections Conservator, Contemporary <b>Works</b> on Paper Collections Conservator, Historical <b>Works</b> on Paper Collections Program Coordinator, Adult Programs (Education) Program Coordinator, Family Programs (Education) Program Coordinator, School Programs (Education) Program Coordinator, Special Projects (Education) Program Coordinator, Volunteer Programs (Education) Programmer/Assistant Curator Senior Building Operator Senior Designer Rosamond Ivey Special Collections Archivist Traffic Coordinator	\$54,32	\$58,84	\$63,37	\$67,90
<b>D6-1</b> (No Position)	\$59,79	\$64,77	\$69,76	\$74,74
<b>D6-2</b> French Language Services Coordinator	\$61,85	\$67,00	\$72,16	\$77,31

<b>FOOD AND BEVERAGE FULL TIME HOURLY RATES</b>				
<b>As of: July 5, 2006</b>				
	<b>Start</b>	<b>6mths</b>	<b>12mths</b>	<b>18mths</b>
<b>A1-1</b> Busperson (Restaurant)	10.36	\$11.57	\$12.81	\$14.04
<b>A1-2</b> Host/Bartender Busperson II Coffee Cart Operator	12.93	\$14.21	\$15.47	\$16.73
Dishwasher Entremetier Garde Manger Host/Hostess Pastry Apprentice Prep Cook	14.01	\$15.27	\$16.56	\$17.83
<b>A1-3</b> Waitperson	\$8.86	\$10.17	\$11.50	\$12.79
Bartender/Waitperson(Member's Lounge)	\$10.84	\$12.12	\$13.44	\$14.77
Saucier	\$14.51	\$15.81	\$17.12	\$18.44
<b>B2-4</b> Cook 1, Café AGO Cook 1, Special Events Tournant, Kitchen	\$16.69	\$18.07	\$19.46	\$20.86



<b>SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE</b>				
<b>As of: December 1, 200</b>				
	<b>Start</b>	<b>6 mths</b>	<b>12 mths</b>	<b>18 mths</b>
<b>A1-1</b> Cloakroom Attendant Data Entry Clerk, Membership	\$27,66	\$29,96	\$32,268	\$34,57
<b>A1-2</b> Food & Beverage Night Cleaner-Maintenance I	\$28,56	\$30,93	\$33,315	\$35,70
<b>A1-3</b> Customer Service/Sales Assistant Group Scheduling/Phone Sales Representative Maintenance Worker I Maintenance Worker II - Lighting Senior Switchboard Operator Receiver, Shipping Dock Visitor Services Representative	\$29,45	\$31,94	\$34,403	\$36,86
<b>B2-1</b> Cataloguing Assistant Clerk Typist (Photo Resources) Data Base Coordinator Junior Graphic Designer Sales Associate Gallery Shop/Books	\$32,46	\$35,16	\$37,870	\$40,57
<b>B2-2</b> Accounting Clerk, Accounts Payable Accounting Clerk, Food and Beverage Accounting Clerk, Operating Fund Accounting Clerk, Retail Administrative Assistant (Education) <b>Art</b> Storage Assistant Audio Guide Coordinator Data Entry Operator Printing/Mail Clerk Production Assistant (Design) Promotion Stand Coordinator Public Spaces Coordinator Purchasing Officer Senior Group Scheduling/Phones Sales Representative	\$33,51	\$36,30	\$39,105	\$41,89

**SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE**

**As of: December 1, 2006**

	<b>Start</b>	<b>6 mths</b>	<b>12 mths</b>	<b>18 mths</b>
<b>B2-3</b> Administrative Assistant, (Curatorial) Administrative Assistant, (Protection Services) Artist's Assistant Building Maintenance Coordinator Corporate Development & Foundations Coordinator Crating Technician Individual Giving Coordinator Framing Assistant Inventory Control Processor, Retail Membership Assistant Marketing Assistant Painter Preparator, Transformation Program Assistant, School Tours, Teacher PD, Adult & Training Program Special Events Coordinator, Development Records Analyst Preparator/Driver Visitor Services Box Office Coordinator	\$34,609	\$37,491	\$40,376	\$43,262
<b>B2-4</b> Assistant Building Operator Installation Technician, Exhibition Services Publicist Catalogue Technician (Library) Documentalist/Reference Education Programs Assistant Maintenance Worker II - Groundskeeper Membership Coordinator Sales Coordinator	\$35,737	\$38,712	\$41,690	\$44,671
Catalogue Technician (Library) Documentalist/Reference Membership Coordinator	\$39,339	\$42,614	\$45,894	\$49,175
<b>B3-3</b> Art Storage Coordinator Facilities/Plant Administrator Chief Technician, Gallery School Coordinator, Product Knowledge Coordinator, Customer Service Packing Technician Resource Coordinator (Photo Resources)	\$40,618	\$44,001	\$47,385	\$50,775

**SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE**

**As of: December 1, 2006**

	<b>Start</b>	<b>8 mths</b>	<b>16 mths</b>	<b>24 mths</b>
<b>C4-1</b> Campaign Associate Coordinator, Inuit Projects Editor, Design Studio Exhibit Designer (Design Studio) Marketing Coordinator	\$44,711	\$48,437	\$52,165	\$55,891
<b>C4-2</b> Assistant Buyer, Books Buyer, Stationery & AGO Publications Building Operator Campaign Communications Coordinator Campaign Writer/Researcher Carpenter (Exhibition Services) Community Relations & Promotions Coordinator (Marketing) Coordinator, Photo Resources Curatorial Assistant, Chief Curator's Office - Publication Curatorial Assistant, Canadian Education Officer - Family Programs Electrician Process Analyst, Development Senior Framer Chief Media Technician Writer/Editor	\$46,171	\$50,015	\$53,865	\$57,711
<b>C4-3</b> Acting Special Collections Archivist Application System Support Administrator Buyer (Books) Buyer, Retail Visual Resources Cataloguer Communications Technology Coordinator Conservation Assistant, Technical Curatorial Assistant II Exhibitions Registrar Graphic Designer Historic Site Coordinator, The Grange Information Systems Librarian Media Producer Network Administrator New Media Programmer/Developer Production Coordinator (Design) Senior Editor Systems Support Analyst Travelling Exhibitions Coordinator (FT) Visitor Services Information System Coordinator	\$47,671	\$51,641	\$55,615	\$59,591

**SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE**

**As of: December 1, 2006**

	<b>Start</b>	<b>8 mths</b>	<b>16 mths</b>	<b>24 mths</b>
<b>C4-4</b> Assistant Conservator Assistant Conservator, Canadian Art Deputy Librarian Exhibition Designer (Exhibition Services) Head Photographer Installation Coordinator Loans Coordinator/Registration Assistant Photographer Production Coordinator, Exhibition Services Senior Publicist	\$49,222	\$53,320	\$57,425	\$61,529
<b>C5-1</b> (no positions)	\$52,481	\$56,848	\$61,222	\$65,599
<b>C5-2</b> Education Officer, Curatorial	\$54,186	\$58,697	\$63,215	\$67,734
<b>C5-3</b> Assistant Curator Conservator of Paintings, European Historical and Modern Collections Conservator of Paintings, Canadian <b>Art</b> Conservator, Contemporary & Inuit Collections Conservator, Contemporary <b>Works</b> on Paper Collections Conservator, Historical <b>Works</b> on Paper Collections Program Coordinator, Adult Programs (Education) Program Coordinator, Family Programs (Education) Program Coordinator, School Programs (Education) Program Coordinator, Special Projects (Education) Program Coordinator, Volunteer Programs (Education) Programmer/Assistant Curator Senior Building Operator Senior Designer Rosamond Ivey Special Collections Archivist Traffic Coordinator	\$55,951	\$60,607	\$65,277	\$69,937
<b>D6-1</b> (No Position)	\$61,592	\$66,719	\$71,854	\$76,989
<b>D6-2</b> French Language Services Coordinator	\$63,712	\$69,014	\$74,327	\$79,639

<b>FOOD AND BEVERAGE FULL TIME HOURLY RATES</b>				
<b>As of: December 1, 2006</b>				
	<b>Start</b>	<b>6mths</b>	<b>12mths</b>	<b>18mths</b>
<b>A1-1</b> Busperson (Restaurant)	\$10.67	\$11.92	\$13.19	\$14.46
<b>A1-2</b> Host/Bartender Busperson II Coffee Cart Operator  Dishwasher Entremetier Garde Manger Host/Hostess Pastry Apprentice Prep Cook	\$13.32     14.43	\$14.64     \$15.73	\$15.93     \$17.06	\$17.23     \$18.36
<b>A1-3</b> Waitperson Bartender/Waitperson(Member's Lounge) Saucier	\$9.13 \$11.17 \$14.95	\$10.48 \$12.48 \$16.28	\$11.84 \$13.84 \$17.63	\$13.17 \$15.21 \$18.99
<b>B2-4</b> Cook 1, Café AGO Cook 1, Special Events Tournant, Kitchen	\$17.19	\$18.62	\$20.05	\$21.48

<b>SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE</b>				
<b>As of: December 1, 2007</b>				
	<b>Start</b>	<b>6 mths</b>	<b>12 mths</b>	<b>18 mths</b>
<b>A1-1</b> Cloakroom Attendant Data Entry Clerk, Membership	\$28,491	\$30,860	\$33,236	\$35,611
<b>A1-2</b> Food & Beverage Night Cleaner-Maintenance 1	\$29,411	\$31,865	\$34,319	\$36,771
<b>A1-3</b> Customer Service/Sales Assistant Group Scheduling/Phone Sales Representative Maintenance Worker I Maintenance Worker II - Lighting Senior Switchboard Operator Receiver, Shipping Dock Visitor Services Representative	\$30,371	\$32,901	\$35,435	\$37,961
<b>B2-1</b> Cataloguing Assistant Clerk Typist (Photo Resources) Data Base Coordinator Junior Graphic Designer Sales Associate Gallery Shop/Books	\$33,431	\$36,221	\$39,006	\$41,791
<b>B2-2</b> Accounting Clerk, Accounts Payable Accounting Clerk, Food and Beverage Accounting Clerk, Operating Fund Accounting Clerk, Retail Administrative Assistant (Education) <b>Art</b> Storage Assistant Audio Guide Coordinator Data Entry Operator Printing/Mail Clerk Production Assistant (Design) Promotion Stand Coordinator Public Spaces Coordinator Purchasing Officer Senior Group Scheduling/Phones Sales Representative	\$34,521	\$37,398	\$40,278	\$43,151

**SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE**

**As of: December 1, 2007**

	<b>Start</b>	<b>6 mths</b>	<b>12 mths</b>	<b>18 mths</b>
<b>B2-3</b> Administrative Assistant, (Curatorial) Administrative Assistant, (Protection Services) Artist's Assistant Building Maintenance Coordinator Corporate Development & Foundations Coordinator Crating Technician Individual Giving Coordinator Framing Assistant Inventory Control Processor, Retail Membership Assistant Marketing Assistant Painter Preparator, Transformation Program Assistant, School Tours, Teacher PD, Adult & Training Program Special Events Coordinator, Development Records Analyst Preparator/Driver Visitor Services <b>Box</b> Office Coordinator	\$35,647	\$38,616	\$41,58	\$44,560
<b>B2-4</b> Assistant Building Operator Installation Technician, Exhibition Services Publicist Catalogue Technician (Library) Documentalist/Reference Education Programs Assistant Maintenance Worker II - Groundskeeper Membership Coordinator Sales Coordinator	\$36,809	\$39,871	\$42,94	\$46,01
<b>B3-2</b> Catalogue Technician (Library) Documentalist/Reference Membership Coordinator	\$40,519	\$43,892	\$47,27	\$50,651
<b>33-3</b> Art Storage Coordinator Facilities/Plant Administrator Chief Technician, Gallery School Coordinator, Product Knowledge Coordinator, Customer Service Packing Technician Resource Coordinator (Photo Resources)	\$41,837	\$45,321	\$48,80	\$52,291

**SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE**

**As of: December 1, 2007**

	<b>Start</b>	<b>8 mths</b>	<b>16 mths</b>	<b>24 mths</b>
<b>C4-1</b> Campaign Associate Coordinator, Inuit Projects Editor, Design Studio Exhibit Designer (Design Studio) Marketing Coordinator	\$46,056	\$49,896	\$53,736	\$57,576
<b>C4-2</b> Assistant Buyer, Books Buyer, Stationery & <b>AGO</b> Publications Building Operator Campaign Communications Coordinator Campaign Writer/Researcher Carpenter (Exhibition Services) Community Relations & Promotions Coordinator (Marketing) Coordinator, Photo Resources Curatorial Assistant, Chief Curator's Office - Publications Curatorial Assistant, Canadian Education Officer - Family Programs Electrician Process Analyst, Development Senior Framer Chief Media Technician Writer/Editor	\$47,556	\$51,516	\$55,481	\$59,441
<b>C4-3</b> Acting Special Collections Archivist Application System Support Administrator Buyer (Books) Buyer, Retail Visual Resources Cataloguer Communications Technology Coordinator Conservation Assistant, Technical Curatorial Assistant II Exhibitions Registrar Graphic Designer Historic Site Coordinator, The Grange Information Systems Librarian Media Producer Network Administrator New Media Programmer/Developer Production Coordinator (Design) Senior Editor Systems Support Analyst Travelling Exhibitions Coordinator (FT) Visitor Services Information System Coordinator	\$49,101	\$53,196	\$57,283	\$61,373



**SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE**

**As of: December 1, 2007**

	<b>Start</b>	<b>8 mths</b>	<b>16 mths</b>	<b>24 mths</b>
<b>C4-4</b> Assistant Conservator Assistant Conservator, Canadian Art Deputy Librarian Exhibition Designer (Exhibition Services) Head Photographer Installation Coordinator Loans Coordinator/Registration Assistant Photographer Production Coordinator, Exhibition Services Senior Publicist	\$50,695	\$54,920	\$59,145	\$63,370
<b>C5-1</b> (no positions)	\$54,055	\$58,555	\$63,055	\$67,560
<b>C5-2</b> Education Officer, Curatorial	\$55,815	\$60,455	\$65,110	\$69,765
<b>C5-3</b> Assistant Curator Conservator of Paintings, European Historical and Modern Collections Conservator of Paintings, Canadian <b>Art</b> Conservator, Contemporary & Inuit Collections Conservator, Contemporary <b>Works</b> on Paper Collections Conservator, Historical <b>Works</b> on Paper Collections Program Coordinator, Adult Programs (Education) Program Coordinator, Family Programs (Education) Program Coordinator, School Programs (Education) Program Coordinator, Special Projects (Education) Program Coordinator, Volunteer Programs (Education) Programmer/Assistant Curator Senior Building Operator Senior Designer Rosamond Ivey Special Collections Archivist Traffic Coordinator	\$57,625	\$62,425	\$67,225	\$72,030
<b>D6-1</b> (No Position)	\$63,440	\$68,721	\$74,010	\$79,299
<b>D6-2</b> French Language Services Coordinator	\$65,623	\$71,085	\$76,557	\$82,028

<b>FOOD AND BEVERAGE FULL TIME HOURLY RATES</b>				
<b>As of: December 1, 2007</b>				
	<b>Start</b>	<b>6mths</b>	<b>12mths</b>	<b>18mths</b>
<b>A1-1</b> Busperson (Restaurant)	\$10.99	\$12.28	\$13.59	\$14.89
<b>A1-2</b> Host/Bartender Busperson II Coffee Cart Operator	\$13.72	\$15.08	\$16.41	\$17.75
Dishwasher Entremetier Garde Manger Host/Hostess Pastry Apprentice Prep Cook	\$14.86	\$16.20	\$17.57	\$18.91
<b>A1-3</b> Waitperson	\$9.40	\$10.79	\$12.20	\$13.57
Bartender/Waitperson(Member's Lounge)	\$11.50	\$12.85	\$14.26	\$15.67
Saucier	\$15.40	\$16.77	\$18.16	\$19.56
<b>B2-4</b> Cook 1, Café AGO Cook 1, Special Events Tournant, Kitchen	\$17.70	\$19.17	\$20.65	\$22.13

<b>SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE</b>				
<b>As of: December 1, 2008</b>				
	<b>Start</b>	<b>6 mths</b>	<b>12 mths</b>	<b>18 mths</b>
<b>A1-1</b> Cloakroom Attendant Data Entry Clerk, Membership	\$29,34	\$31,78	\$34,233	\$36,67
<b>AI-2</b> Food & Beverage Night Cleaner-Maintenance 1	\$30,30	\$32,82	\$35,349	\$37,87
<b>AI-3</b> Customer Service/Sales Assistant Group Scheduling/Phone Sales Representative Maintenance Worker I Maintenance Worker II - Lighting Senior Switchboard Operator Receiver, Shipping Dock Visitor Services Representative	\$31,28	\$33,88	\$36,498	\$39,10
<b>B2-1</b> Cataloguing Assistant Clerk Typist (Photo Resources) Data Base Coordinator Junior Graphic Designer Sales Associate Gallery Shop/Books	\$34,43	\$37,30	\$40,176	\$43,04
<b>B2-2</b> Accounting Clerk, Accounts Payable Accounting Clerk, Food and Beverage Accounting Clerk, Operating Fund Accounting Clerk, Retail Administrative Assistant (Education) Art Storage Assistant Audio Guide Coordinator Data Entry Operator Printing/Mail Clerk Production Assistant (Design) Promotion Stand Coordinator Public Spaces Coordinator Purchasing Officer Senior Group Scheduling/Phones Sales Representative	\$35,56	\$38,52	\$41,486	\$44,45

**SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE**

**As of: December 1, 2008**

	<b>Start</b>	<b>6 mths</b>	<b>12 mths</b>	<b>18 mths</b>
<b>B2-3</b> Administrative Assistant, (Curatorial) Administrative Assistant, (Protection Services) Artist's Assistant Building Maintenance Coordinator Corporate Development & Foundations Coordinator Crating Technician Individual Giving Coordinator Framing Assistant Inventory Control Processor, Retail Membership Assistant Marketing Assistant Painter Preparator, Transformation Program Assistant, School Tours, Teacher PD, Adult & Training Program Special Events Coordinator, Development Records Analyst Preparator/Driver Visitor Services Box Office Coordinator	\$36,716	\$39,776	\$42,836	\$45,896
<b>B2-4</b> Assistant Building Operator Installation Technician, Exhibition Services Publicist Catalogue Technician (Library) Documentalist/Reference Education Programs Assistant Maintenance Worker II • Groundskeeper Membership Coordinator Sales Coordinator	\$37,916	\$41,066	\$44,226	\$47,396
Catalogue Technician (Library) Documentalist/Reference Membership Coordinator	\$41,736	\$45,206	\$48,686	\$52,176
<b>B3-3</b> Art Storage Coordinator Facilities/Plant Administrator Chief Technician, Gallery School Coordinator, Product Knowledge Coordinator, Customer Service Packing Technician Resource Coordinator (Photo Resources)	\$43,092	\$46,681	\$50,271	\$53,861

<b>SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE</b>				
<b>As of: Decemb</b>		<b>1. 2008</b>		
	<b>Start</b>	<b>8 mths</b>	<b>16 mths</b>	<b>24 mths</b>
<b>C4-1</b> Campaign Associate Coordinator, Inuit Projects Editor, Design Studio Exhibit Designer (Design Studio) Marketing Coordinator	\$47,435	\$51,385	\$55,345	\$59,299
<b>C4-2</b> Assistant Buyer, Books Buyer, Stationery & AGO Publications Building Operator Campaign Communications Coordinator Campaign Writer/Researcher Carpenter (Exhibition Services) Community Relations & Promotions Coordinator (Marketing) Coordinator, Photo Resources Curatorial Assistant, Chief Curator's Office - Publication Curatorial Assistant, Canadian Education Officer - Family Programs Electrician Process Analyst, Development Senior Framer Chief Media Technician Writer/Editor	\$48,985	\$53,065	\$57,145	\$61,228
<b>C4-3</b> Acting Special Collections Archivist Application System Support Administrator Buyer (Books) Buyer, Retail Visual Resources Cataloguer Communications Technology Coordinator Conservation Assistant, Technical Curatorial Assistant II Exhibitions Registrar Graphic Designer Historic Site Coordinator, The Grange Information Systems Librarian Media Producer Network Administrator New Media Programmer/Developer Production Coordinator (Design) Senior Editor Systems Support Analyst Travelling Exhibitions Coordinator (FT) Visitor Services Information System Coordinator	\$50,574	\$54,785	\$59,005	\$63,220

**SCHEDULE A - CLASSIFICATION AND RATE STRUCTURE**

	<b>Start</b>	<b>8 mths</b>	<b>16 mths</b>	<b>24 mths</b>
<b>C4-4</b> Assistant Conservator Assistant Conservator, Canadian Art Deputy Librarian Exhibition Designer (Exhibition Services) Head Photographer Installation Coordinator Loans Coordinator/Registration Assistant Photographer Production Coordinator, Exhibition Services Senior Publicist	\$52,221	\$56,568	\$60,922	\$65,276
<b>C5-1</b> (no positions)	\$55,67	\$60,310	\$64,951	\$69,594
<b>C5-2</b> Education Officer, Curatorial	\$57,48	\$62,272	\$67,064	\$71,859
<b>C5-3</b> Assistant Curator Conservator of Paintings, European Historical and Modern Collections Conservator of Paintings, Canadian <b>Art</b> Conservator, Contemporary & Inuit Collections Conservator, Contemporary <b>Works</b> on Paper Collections Conservator, Historical <b>Works</b> on Paper Collections Program Coordinator, Adult Programs (Education) Program Coordinator, Family Programs (Education) Program Coordinator, School Programs (Education) Program Coordinator, Special Projects (Education) Program Coordinator, Volunteer Programs (Education) Programmer/Assistant Curator Senior Building Operator Senior Designer Rosamond Ivey Special Collections Archivist Traffic Coordinator	\$59,35	\$64,298	\$69,241	\$74,196
(No Position)	\$65,34	\$70,783	\$76,231	\$81,678
<b>French Language Services Coordinator</b>	\$67,59	\$73,218	\$78,85	\$84,489

<b>FOOD AND BEVERAGE FULL TIME HOURLY RATES</b>				
<b>As of: December 1, 2008</b>				
	<b>Start</b>	<b>6mths</b>	<b>12mths</b>	<b>18mths</b>
<b>A1-1</b> Busperson (Restaurant)	\$11.32	\$12.65	\$14.00	\$15.34
<b>A1-2</b> Host/Bartender Busperson II Coffee Cart Operator  Dishwasher Entremetier Garde Manger Host/Hostess Pastry Apprentice Prep Cook	\$14.13	\$15.53	\$16.90	\$18.28
<b>A1-3</b> Waitperson Bartender/Waitperson(Member's Lounge) Saucier	\$9.68 \$11.84 \$15.86	\$11.11 \$13.24 \$17.27	\$12.57 \$14.69 \$18.70	\$13.98 \$16.14 \$20.15
<b>B2-4</b> Cook 1, Café AGO Cook I, Special Events Tournant, Kitchen	\$18.23	\$19.75	\$21.27	\$22.79

December 10, 2003    *Renewed July 5, 2006*

Ms. Twila Marston  
Ontario Public Service Employees Union  
31 Wellesley Street East  
Toronto, Ontario M4Y 1G7

Dear Ms. Marston:

In the event that the Gallery or the Union requests that a grievance be submitted to arbitration, it has been agreed that a sole arbitrator from the following list be selected as stated in Article 14 – Arbitration.

List of Arbitrators

Felicity Briggs  
Kevin Burkett  
Pamela Chapman  
William Kaplan  
Brian Keller  
Deborah Leighton  
Susan Stewart

Sincerely,

Deborah O’Leary  
Director, Staff and Volunteer Resources  
Art Gallery of Ontario



Letter of Understanding  
2) Automated Timekeeping and Attendance

December 10, 2003 *Renewed July 5, 2006*

Ms. Twila Marston  
Ontario Public Service Employees Union  
31 Wellesley Street East  
Toronto, Ontario M4Y 1G7

Dear Ms. Marston:

**The** Gallery agrees to the setting of a joint committee **of** Union and Management representatives to undertake a study relative to the introduction of **an** automated time-keeping and attendance system with such study examining the impact of any proposed system on the employed population.

Sincerely,

Deborah O'Leary  
Director, Staff and Volunteer Resources  
Art Gallery of Ontario

December 10, 2003 *Renewed July 5, 2006*

Ms. Twila Marston  
Ontario Public Service Employees Union  
31 Wellesley Street East  
Toronto, Ontario M4Y 1G7

Dear Ms. Marston:

Re Article 2 – Recognition

Set out below is the May 1, 1980 Certificate of the Ontario Labour Relations Board and a May 7, 1998 Memorandum of Agreement between the parties concerning the recognition clause.

Certificate

Upon the application of the applicant and in accordance with the provisions of The Labour Relations Act, THIS BOARD DOETH CERTIFY Ontario Public Service Employees Union as the bargaining agent of all employees of the **Art** Gallery of Ontario in the City of Toronto, save and except Branch Heads, persons regularly employed for not more than 24 hours per week, students employed during the school vacation period, security officers and the following:

Administrative Assistant to the Director  
Secretary to the Director  
Secretary to the Chief of Administration  
Personnel Officer  
Personnel Secretary/Assistant  
Purchasing Agent  
Payroll Officer  
Manager – Dining Services  
Assistant Manager – Dining Services  
Executive Chef – Dining Services  
Development Officer  
Secretary to Development Officer  
Co-ordinator of Volunteer Activities  
Manager, Membership Services  
Publicity and Promotion Co-ordinator for Tut  
Co-ordinator of Gallery Activities  
Supervisor of Maintenance  
Administrative Secretary to Head of Education Services

Supervisor General Accounting  
Computer Operator  
Accounting Clerk  
Manager – Tutankhamun  
Tutankhamun Store Manager  
Assistant to Tutankhamun Store Manager  
Secretary to Chief Curator  
Manager of Exhibitions  
Registrar  
Conservator  
Chief Preparator  
Librarian  
Library Co-ordinator  
Co-ordinator of Photographic Services  
Head of Publications  
Keeper of the Grange  
Senior Education Officer/Elementary Tours  
Senior Education Officer/Secondary Tours  
Senior Education Officer/Deputy Head  
Head of Activity Centre  
Audio-visual Centre Head  
Training Officer  
Head of Technical Services  
Curators  
Gallery Shop Administrator  
Head of Communications  
Media Production Head  
Secretary to the Manager of Public Affairs

This certificate is to be read subject to the terms of the Board’s decision(s) in this matter and accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

May 7, 1998 Memorandum of Agreement

WHEREAS the current Collective Agreement between the parties has an effective date of December 1, 1996;

**AND WHEREAS** the recognition clause of the Collective Agreement provides, in part, that:

**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.

AND WHEREAS the Union took the position that the following positions (all of which were excluded from the bargaining unit as at the date of the current Collective Agreement and predecessor Collective Agreements, and many of which were excluded by the certificate issued by the OLRB dated May 1, 1980) should be included in the bargaining unit: Conservator; Special Events Co-ordinator; Associate Curator; Administrative Assistant to the Director of Development; Project Co-ordinator; Administrative Assistant to the Director External Affairs; Accounting Clerk; Data Entry Clerk; Supervisor Financial Services; Restaurant Supervisor Food and Beverage; Sous Chef Food and Beverage; Benefits Assistant; HR Systems and Admin Co-ordinator; Payroll Officer and Receptionist/Secretary in Staff and Volunteer Resources; and Systems Support Analyst;

AND WHEREAS the Gallery advised OPSEU that in its view all of these positions were excluded from the bargaining unit by virtue of the recognition clause in **Article 2.01** of the Collective Agreement and that irrespective of any determination by the OLRB with respect to “employee” status under the Labour Relations Act, an arbitrator under the Collective Agreement would nevertheless have no jurisdiction to include in the bargaining unit positions excluded by operation of the recognition clause;

AND WHEREAS the parties are prepared to enter into an agreement to include certain positions in the bargaining unit which have been and are presently excluded from the bargaining unit by operation of the recognition clause;

NOW THEREFORE the parties agree as follows:

1. The positions of Conservator; Accounting Clerk; Data Entry Clerk and Systems Support Analyst shall, effective the date this Memorandum of Agreement is signed by the parties, be considered to be positions included in the bargaining unit notwithstanding the provisions of **Article 2.01** of the Collective Agreement.
2. By the signature of authorized representatives hereunder the Union confirms its understanding that the recognition clause in the Collective Agreement shall, from the effective date of the current Collective Agreement onward, be strictly interpreted and applied in accordance with the provisions of **Article 2.01** and confirms that as of the date of this Memorandum of Agreement there are no other positions which the Union asserts should be included in the bargaining unit.
3. By the signature of an authorized representative hereunder the Gallery confirms its agreement to the terms and conditions of this Memorandum of Agreement.
4. This Memorandum of Agreement is made without prejudice or precedent to the rights of

the Gallery or the Union in any other matter including, without limiting the generality of the foregoing, the Gallery's rights to the strict application and interpretation of the provisions of **Article 2.01** of the Collective Agreement.

5. These Minutes **of** Settlement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile signatures, shall be construed together, and shall constitute one and the same agreement.

Sincerely,

Deborah O'Leary  
Director, Staff and Volunteer Resources  
Art Gallery of Ontario

*Letter of Understanding –  
4) Exhibition/Installations Hours of Work*

*July 5, 2006*

*Ms. Twila Marston  
Ontario Public Service Employees Union  
31 Wellesley Street East  
Toronto, Ontario M4Y 1G7*

*Dear Ms. Marston:*

*As discussed in negotiations, I confirm that with respect to the amendment to Article 25.01 (b) it is understood and agreed that no employee in positions that directly perform installation and dismantling functions on July 5, 2006 will be required to work any shift other than their current regular schedule.*

*Sincerely,*

*Deborah O'Leary  
Director, Staff & Volunteer Resources*

*Art Gallery of Ontario  
Letter of Understanding  
5) Defined Benefit Pension Plan*

*July 5, 2006*

Ms. Twila Marston  
Ontario Public Service Employees Union  
31 Wellesley Street East  
Toronto, Ontario M4Y 1G7

Dear Ms. Marston:

To enhance the communication regarding the Defined Benefit Pension Plan for bargaining unit employees the Gallery undertakes to:

- Meet and provide information and training to bargaining unit members of the Labour Management Committee and Local Executive Committee following the valuation and/or planned text changes to the Defined Benefit Pension Plan;
- Conduct a staff meeting following the distribution of the Defined Benefit Pension Plan statements no later than ***September 30<sup>th</sup> of each year.***
- ***Continue to*** post the Defined Benefit Pension Plan booklet on the AGO intranet site.

Sincerely,

Deborah O'Leary  
Director, Staff and Volunteer Resources  
Art Gallery of Ontario

*Letter of Understanding  
6) Expansion Project*

*July 5, 2006*

Ms. Twila Marston  
Ontario Public Service Employees Union  
31 Wellesley Street East  
Toronto, Ontario M4Y 1G7

Dear Ms. Marston:

The Gallery shall explore reasonable alternatives to minimize layoffs related to expansion of the AGO's facilities and/or the impact of layoffs on members of the bargaining unit.

Should the Gallery contemplate lay-offs as a consequence of the expansion of the Gallery's facilities, it will advise the Union in writing as soon **as** possible but no later than sixty (60) calendar days prior to the notice of lay-off being given to the affected employees. The parties agree to meet to discuss alternatives to layoffs, through the Labour/Management Committee, within three (3) working days of giving written notice of layoff to the Union.

***Notwithstanding the provisions of Article 16.05 (f-i) or Article 18.06 a), any employees indefinitely laid ~~off~~ as a consequence of the expansion of the Gallery's facilities shall have their recall rights extended to the date that is a) one (1) month after the date of the re-opening to the public, or b) entitlements under Article 16.05, whichever is greater.***

The Gallery shall not advertise or solicit applicants from outside the bargaining unit for either existing or new positions until those individuals with recall rights have been offered a recall **as** per the relevant provisions of the Collective Agreement or otherwise elected to receive severance pay.

During the expansion of the Gallery's facilities the regular work of existing bargaining unit employees will continue to be performed by them and expansion contractors will not be used to replace the regular work of existing bargaining unit employees.

Sincerely,

Deborah O'Leary  
Director, Staff and Volunteer Resources  
Art Gallery of Ontario



**SIGNATURE PAGE**

WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this 1st day of August, 2008.

**ART GALLERY OF ONTARIO**

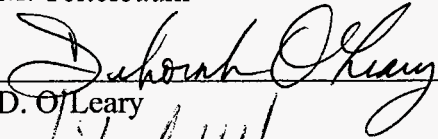
**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**



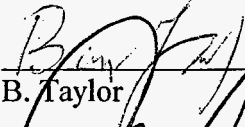
M. Teitelbaum



M. Lawrence



D. O'Leary



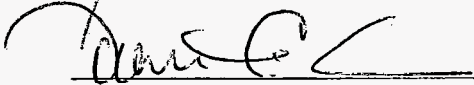
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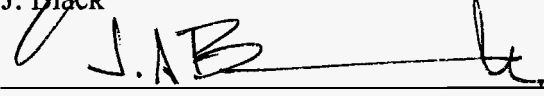
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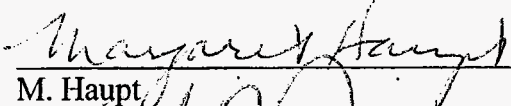
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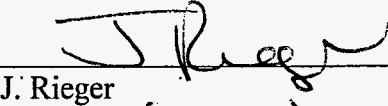
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J. Bourke



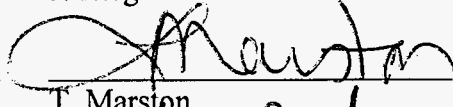
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J. Rieger



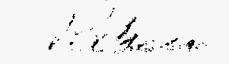
A. Mirabelli



T. Marston



D. Reid



## APPENDIX I – PART-TIME COLLECTIVE AGREEMENT

**Part-time 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:

Article 1	Purpose
Article 5	Management Rights
Article 6	Strike or Lock-out
Article 7	Union Security
Article 8	Relationship
Article 9	No <b>Discrimination/Harassment</b>
Article 10	Correspondence
Article 11	Labour-Management Committee
Article 13	Complaint and Grievance Procedure
Article 14	Arbitration
Article 15	Employee Records
Article 19.04	Union Executive Board Leave
Article 20	Bereavement Leave
Article 21	Jury Duty and Crown Witness Leave
Article 23	Health and Safety
Article 26.03	Hours of Work: Food and Beverage
Article 37	Job Classifications
Article 38	Term of Collective Agreement

### **Letters of Understanding (from Full-Time Collective Agreement)**

- 1) Arbitrators
- 2) Automated Timekeeping and Attendance
- 4) Exhibition/Installations Hours of Work
- 5) Defined Benefit Pension Plan
- 6) Expansion Project

2. In addition the following **Articles** shall be added:

Article 1	Recognition
Article 2	Representation

Article 3	Seniority
Article 4	Temporary Part-time & Studio Visit Artists
Article 5	Multiple positions
Article 6	Vacancies and New Positions
Article 7	Layoff and Recall
Article 8	Public Holidays
Article 9	Vacation Pay
Article 10	Benefit Payment
Article 11	Wages
Article 12	Leave of Absence
Article 13	Pensions
Article 14	Hours of Work
Article 15	Food Services Allowances
Article 16	Safety Footwear
Article 17	Call-In
Article 18	General
Article 19	Temporary Transfers

Letters of Understanding

- 1) President from Part-Time Bargaining Unit
- 2) ***Expansion Project***

<b>ARTICLE 1 – RECOGNITION</b>
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**1.01** The Gallery recognizes the Union **as** the sole bargaining agent for all employees of the City of Toronto, Ontario, regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period, save and except Security Officers and student placements or students temporarily retained by the Gallery under work experience programs funded by external agencies where the purpose of the placement is for the students educational experience and development.

**1.02** All employees covered by the Part-time Collective Agreement shall be either a regular part-time, occasional 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) An occasional part-time employee means an employee who works less than twenty-four (24) hours per week on **an** irregular basis, except where the employee is scheduled to cover for regular full-time or regular part-time employees on temporary absences or for peak periods of work not exceeding forty-two (42) calendar days.
- (c) A temporary part-time employee means an employee who is hired and regularly scheduled to work twenty-four (24) hours per week or less, for a defined term or for a specific task.

**1.03** The following **Articles** of this Agreement have no application to occasional part-time employees:

- (1) **Article 21 - Jury Duty** (full-time Collective Agreement)
- (2) **Article 20 - Bereavement** (full-time Collective Agreement)
- (3) **Article 12 - Leave of Absence** (part-time Collective Agreement)

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

**1.05** 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.

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## ARTICLE 2 – REPRESENTATION

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**2.01** 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.

**2.02** The Gallery recognizes the right of the Union to elect two (2) part-time Stewards from part-time employees to assist part-time employees in presenting grievances to representatives of the Gallery. It is understood and agreed that the two (2) Stewards whom are elected from the Part-time bargaining unit and have completed their probationary period are entitled to no loss of pay for total time spent in preparing and presenting grievances, up to but not including Arbitration.

It is further understood that the Union acknowledges that the Steward has regular duties to perform on behalf of the Gallery and she will not leave such duties without obtaining the permission of the Department Manager. This permission will not be unreasonably withheld.

## ARTICLE 3 – SENIORITY

- 3.01** An employee will be considered on probation until after she has completed two hundred (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 based on hours worked. The seniority of existing regular part-time employees has been grandparented and calculated as of their dates of hire, but effective the date of ratification of this Collective Agreement, all current part-time employees shall accrue seniority based on hours worked.
- 3.02** In the event that additional hours of work are available within the department that could be performed by a regular part-time employee these hours will be offered by rotation in a fair and equitable manner to employees who normally perform the work and who are willing to do the work on the basis of seniority.
- 3.03** Seniority lists shall be revised every six (6) calendar months (January 1<sup>st</sup> and July 1<sup>st</sup>), by the Staff and Volunteer Resources Division. A copy of the list shall be provided to the Union Local President and posted on the designated bulletin boards throughout the Gallery. It is also agreed and understood that each list shall remain posted for a period of twelve (12) months. If an employee does not challenge the position of her name on the seniority list within the first (1<sup>st</sup>) fourteen (14) calendar days from the date her name first appears on a seniority list, provided she is at work when the list is posted, then she shall be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted, she must object to her seniority standing within fourteen (14) calendar days from the date she returns to work.
- 3.04** 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 seven (7) calendar 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 layoff of more than six (6) months in the case of employees with seniority of less than six (6) months; or
  - (g) is absent due to layoff of more than twelve (12) months in the case of employees with seniority of more than six (6) months but less than three (3) years; or
  - (h) is absent due to layoff of more than eighteen (18) months in the case of employees with seniority of more than three (3) years.
  - (i) is absent due to layoff of more than twenty-four (24) months in the case of employees with seniority of more than five (5) years.
  - (j) has not worked a shift in a consecutive twelve (12) month period excluding when an employee was on an authorized leave of absence; where the Employer has sent a letter of warning ninety (90) days prior to the end of the twelve (12) month period.
- 3.05** 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 layoff for persons so affected.
- 3.06** The reduction of regularly scheduled hours of work per week or the re-scheduling of hours of work for regular part-time employees shall not be considered a layoff.
- 3.07** It shall be a condition of employment that employees provide the Gallery with their current address and telephone number and further shall 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.
- 3.08** When a part-time employee is transferred permanently 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.
- 3.09** The dismissal of a probationary employee shall not be the subject matter of a grievance.
- 3.10** 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.
- 3.11** No regular part-time bargaining unit employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.

- 3.12 *The Gallery will not use students, interns, grant funded individuals or volunteers to perform the work of a bargaining unit employee if it would result in the lay off of the bargaining unit employee.*

#### ARTICLE 4 – TEMPORARY PART-TIME POSITIONS

- 4.01 It is understood that the Gallery may hire temporary employees from time to time. A temporary part-time vacancy over forty-two (42) calendar days will be posted. For the purpose of this article there shall be no renewal or continuation of under forty-two (42) calendar day contracts.
- 4.02 The rate to be paid will be determined by the Gallery with reference to **Schedule B**.
- 4.03 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.
- 4.04 These employees shall have the right to grieve in the event of discipline up to and including discharge, except for probationary employees where a lesser standard shall apply, and the Union may process such grievance through the grievance procedure up to and including arbitration.
- 4.05 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 **Article 4.04 – Temporary Part-Time Positions**.
- 4.06 The Gallery recognizes that the hiring of Temporary Part-time Employees will in no way circumvent the creation of regular Part-time positions.

#### ARTICLE 5 – MULTIPLE POSITIONS

- 5.01(a) Employees may be appointed to not more than two multiple positions in the Gallery. Multiple positions are defined as a combination of regular part-time, Gallery temporary part-time and/or occasional part-time. Employees who on the date of ratification have been appointed to more than two (2) multiple positions will be “grand-parented” in this regard (i.e. they will not have to be reduced to only two (2) positions).
- (b) Employees with multiple positions shall be limited to working a total of forty (40) hours per week from all positions **and** complying with daily meal and break requirements as per the Employment Standards Act.

- 5.02** Employees seeking or maintaining employment in multiple positions within the Gallery shall notify their supervisor(s) of their commitments for purposes of scheduling and coordinating hours of work to ensure compliance with **Article 5.01(b) – Multiple Positions**.
- 5.03** Employees who are scheduled and work more than forty (40) hours per week from all positions shall be entitled to overtime worked in excess of said forty (40) hours, at the overtime rate of one and one-half (1 ½) times the employees regular hourly rate. Staff and Volunteer Resources shall monitor hours of work accumulated by all employees with multiple positions to ensure accumulated overtime is recorded, compensated and charged to respective department(s).

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## **ARTICLE 6 – VACANCIES AND NEW POSITIONS**

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- 6.01** The Gallery shall post notice of permanent, temporary and occasional job vacancies subject to **Article 4 – Temporary Part-Time Positions** for a period of seven (7) calendar days before any such job is filled. Probationary employees shall not be entitled to apply for posted vacancies. It is agreed that the Gallery will not interview external applicants until applications from existing employees have been reviewed and bargaining unit employees who are qualified in the opinion of the Gallery have been interviewed. Further, the Gallery will notify existing applicants in writing once the successful application is selected.
- 6.02** The Gallery agrees to give consideration to employees in the part-time bargaining unit for full-time vacancies not filled by an employee in the full-time bargaining unit before considering applicants external to either bargaining unit. It is understood and agreed, however, that a decision not to appoint an employee in the part-time bargaining unit to a vacancy in the full-time bargaining unit shall not constitute an issue between the parties concerning the interpretation, application, administration or alleged violation of either the Full-time or the Part-time Collective Agreement and an arbitrator shall have no jurisdiction to appoint an employee from the part-time bargaining unit to a position in the full-time bargaining unit.
- 6.03** 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.
- 6.04** 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.



- 6.05 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.
- 6.06 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.
- 6.07 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.
- 6.08 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.
- 6.09 Studio instructor positions for which candidates have been hired but insufficient registration has forced course cancellation will be reposted following two (2) consecutive course cancellations. It is understood that the Gallery is responsible for advertising and promoting these courses.

## ARTICLE 7 - LAYOFF AND RECALL

- 7.01 A layoff is defined as any reduction in the work force due to lack of work, reduction or discontinuation of a service that would result in the involuntary displacement of an employee, other than discharge for just cause.

A layoff is also defined as any reduction in regular weekly hours or salary (except for disciplinary suspension) for a period of at least one (1) week in which an employee receives less than one-half (½) of the wages she would earn at her regular rate for a regular workweek as per the Employment Standards Act.

The Gallery agrees that it will not layoff any regular part-time employee in order to have substantially the same work in or for the same department with which the laid-off employee was associated performed by another regular part-time employee underwritten by an exhibition budget.

- 7.02 *The Gallery agrees to notify the Local President or her designate and the OPSEU Union Representative in writing and as far in advance as possible but in any event forty (40) calendar days in advance of the expected date of implementation of a layoff. Such*

*notification to the Union shall include the employee name(s) and position(s) affected. Notice to the employee will be ten (10) calendar days after the notice to the Local President or her designate and the OPSEU Union representative. The employer further agrees to meet with the Union, through the Labour/Management Committee within three (3) working days of notification to the Union to review:*

- (a) the reason(s) for the layoff.
- (b) potential alternatives which may include but are not limited to the utilization of other means, such as normal retirements, early retirements, unpaid leaves, voluntary layoff, or severance.

The Gallery and the Union will attempt to assist employees to find alternate employment.

**7.03** For the purposes of layoff the following factors shall be considered:

- i) seniority;
- ii) qualifications, skill, ability, and experience.

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

**7.04** *Where a regular part-time employee is to be laid off indefinitely or in any event for more than thirteen (13) weeks, the Gallery will provide minimum written notice as follows:*

<i>Number of Years of Service - 1800 hours = one (1) year of service</i>	<i>Number of Working Days Written Notice</i>
<i>up to 2</i>	<i>15</i>
<i>3</i>	<i>20</i>
<i>4</i>	<i>25</i>
<i>5</i>	<i>30</i>
<i>6</i>	<i>35</i>
<i>7</i>	<i>40</i>
<i>8</i>	<i>45</i>

**7.05** In the event of a reduction in the number of employees, layoff of employees shall be based on the following provisions:

- (a) probationary part-time employees, temporary part-time employees, and occasional part-time employees performing the work in question shall be laid off before regular part-time employees performing the work in question.

- (b) regular part-time employees who are subject to layoff shall have the right to either:
  - (i) accept the layoff and be placed on recall; or
  - (ii) waive recall rights and accept payment of severance (if eligible).

**7.06** *Severance pay will be provided in accordance with the Employment Standards Act with the enhancement set out below:*

- *Severance pay will be provided to employees with five (5) years or more of employment on the basis of two (2) weeks severance pay per year of service to a maximum of twenty-six (26) weeks.*

**An** employee may choose between retaining recall rights and receiving severance pay. If the employee chooses to retain recall rights in accordance with **Article 7.07 – Recall Rights**, 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.

**7.07** Recall Rights

- (a) Employees shall be placed on a recall list as per **Article 3.04 (f), (g), (h), and (i) - Seniority**.
- (b) The Gallery will recall laid-off employees in order of seniority provided that the employees have the *essential skill and ability* to perform the available work. **An** employee will be provided with **an** opportunity to present her qualifications as to her skills and abilities to perform the work. Should **an** employee be recalled to a position different from that from which she was laid off, the employee shall have a ninety-six (**96**) hour period to familiarize herself with the essential components of the position.
- (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 of recall.

**7.08** *For purposes of clarity, it is understood that any rights regarding recall set out in the provisions of Article 7 are only available for regular part-time employees who are indefinitely laid off;*

**ARTICLE 8 – PUBLIC HOLIDAYS**

- 8.01** Regular part-time and occasional 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.

## ARTICLE 9 – VACATION PAY

**9.01** Regular part-time employees shall receive vacation pay, bi-weekly, computed on the following basis according to an employee's length of service measured from their hire date:

- (a) four percent (4%) of total earnings for employees with up to two (2) years of service;
- (b) six percent (6%) of total earnings for employees with two (2) years of service but less than 10 years;
- (c) eight percent (8%) of total earnings for employees with ten (10) years of service but less than twenty (20) years;
- (d) ten percent (10%) of total earnings for employees with 20 years of service or more

**9.02** For purposes of this **Article**, total earnings do not include prior payments made under the Article or any pay in lieu of benefits made pursuant to **Article 10 – Benefit Payment**.

**9.03** Occasional part-time employees shall receive vacation pay, bi-weekly, in the amount of four percent (4%) of total earnings.

## ARTICLE 10 - BENEFIT PAYMENT

**10.01** Regular part-time employees who have completed their probationary period shall thereafter receive payments in lieu of benefits and sick leave payments in the amount of seven and one half percent (7.5%) of total earnings.

**10.02** For purposes of this Article, total earnings do not include prior payments made under this article or any vacation pay made pursuant to **Article 9 – Vacation Pay**.

**10.03** Regular part-time employees must complete two hundred (200) hours of work before becoming eligible to accumulate sick days. Once eligible, an employee will be granted seven (7) hours sick credits for each two hundred (200) hours of employment to protect them against loss of income when they are legitimately sick or disabled (non-occupational illness or disability). The accumulation of sick credits and the calculation of hours of work will be based on the calendar year.

Employees will be entitled to carry over unused sick time for one year only. Employees will be required to use their total current year's accrual before accessing the carryover. Employees will be entitled to borrow from the previous year's sick time carryover if they have not worked sufficient hours to accrue sick time in the current year.

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

#### ARTICLE 11- WAGES

11.01 Wages shall be paid according to the four (4) step salary rates **Schedule B** attached hereto and forming part of this Collective Agreement and progression will be based upon accumulated hours worked.

#### ARTICLE 12 - LEAVE OF ABSENCE

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

12.02 **Union Business Leave:** The Gallery may grant leave of absence without pay to one employee for a total period not exceeding ten (10) working days in one (1) 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.

12.03 **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 (1) term of office, if elected.

12.04 **Leave for Negotiations:** When a bargaining unit member is elected to the Negotiation Committee, she shall suffer no loss of pay, credits or benefits for the time spent in negotiations with the representatives of the Gallery up to and including conciliation but not beyond. In order that the Negotiation Committee may properly prepare for bargaining, she shall be entitled to twenty-one (21) hours with pay for lost time prior to the negotiations commencing.

#### ARTICLE 13 - PENSIONS

13.01 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.

## ARTICLE 14 - HOURS OF WORK

**14.01** Normal hours of work for all part-time employees shall be the parameters as defined in **Article 25.01(a) and (b) – Hours of Work** of the Full-time Collective Agreement.

**14.02** a) Regular Part-Time employee shall be scheduled within her department up to twenty-four (24) hours of work per week according to seniority and availability.

b) An Occasional Part-Time employee will be offered within her department any remaining additional hours up to a maximum of twenty-three (23) hours of work per week.

**14.03** *The minimum hours in a shift shall be three (3) hours.*

**14.04** Employees who are scheduled and work more than three and one-half (3 ½) hours and less than five (5) hours per day, shall be provided with one paid rest period of fifteen (15) minutes.

**14.05** Overtime shall be deemed to mean any period of time worked over and above an employee's normal work week as defined in **Article 25.01 – Hours of Work** of the Full-time Collective Agreement.

a) Any overtime hours available shall first be given to regular part-time employees in order of seniority prior to any available hours being given to occasional and temporary part-time employees.

**14.06** The Gallery agrees to post all shift schedules two (2) weeks in advance of the work being performed.

**14.07** (a) In order to give adequate notice to part-time Education Officers 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 1<sup>st</sup> of each year.

(b) 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 program cutbacks, employees affected will be notified as soon as possible.

**14.08** A Regular Part-Time employee must submit her availability to her Manager no less than one (1) week prior to the shift schedules being posted, if there is a change to her previously submitted availability.

## ARTICLE 15- FOOD AND BEVERAGE ALLOWANCES

- 15.01 a) The Gallery shall provide to designated Food and Beverage personnel, full uniforms consisting of two (2) pair of pants, three (3) shirts, and outer uniform requirements. It is understood that said uniforms are for the sole and exclusive use by these employees in the performance of their duties in the Gallery.
- b) Uniforms and working apparel shall be laundered, altered and repaired at the Gallery's expense.
- c) The Gallery will provide restaurant and members' lounge waitpersons and buspersons with one pair of black dress shoes every two (2) years (style to be chosen by the Gallery).

## ARTICLE 16 - SAFETY FOOTWEAR

16.01 The Gallery agrees to contribute one hundred percent (100%) **up** to a maximum of one hundred dollars (\$100.00) every two (2) years toward the cost of safety footwear to regular part-time employees with seniority who are deemed mandatory by the Health and Safety Committee to wear protective footwear. Persons successfully completing their probationary period will be reimbursed. The employee will provide proof of purchase.

*Effective July 5, 2006 increase safety shoe allowance from one hundred dollars (\$100) every two (2) years to one hundred and thirty dollars (\$130.00) every two (2) years.*

## ARTICLE 17 - CALL-IN

17.01 The Gallery agrees that a regular part-time 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 (1 1/2) times the actual hours worked or a minimum of four (4) hours her regular straight-time hourly rate.

## ARTICLE 18 - GENERAL

18.01 Employees will be entitled to the following:

- (a) One half (½) day off with pay will be granted where the employee is scheduled to work the afternoon of the Annual Picnic.
- (b) Twenty five percent (25%) discounts off some merchandise in the Gallery shops.
- (c) Fifty percent (50%) discount on catalogues.

- (d) Upon completion of appropriate probationary period employees will receive a complimentary modified family membership for the **Art** Gallery of Ontario. This does not include members' mailings or additional incentives or entitlements (ie. catalogues).
- 18.02 *Where the Gallery agrees with an employee that successful completion of a certain course may enhance the job performance of an employee, the Gallery may, at the discretion of the Director, Staff and Volunteer Resources, agree to pay for all or a portion of the tuition fee payable for such course. Staff and Volunteer Resources will indicate in writing to the applicant the amount that will be paid by the Gallery.*
- 18.03 *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.*
- 18.04 *Where an employee is required to write an examination during working hours for a job-related course approved pursuant to Article 18.02 or Article 18.03 - General, the Gallery agrees to allow time off without loss of pay to enable such person to write the examination.*
- 18.05 *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*
- 18.06 *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.*
- 18.07 *An employee who has become disabled through injury or illness and is unable to perform the full requirements of her job, will be offered alternative employment as per the Duty to Accommodate under the Human Rights Code. 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.*
- 18.08 *Except for the normal scheduling of meal breaks, the Gallery shall not schedule employees on a split shift basis.*

## ARTICLE 19 – TEMPORARY TRANSFERS

- 19.01 Employees who temporarily transfer from part-time to full-time shall receive vacation payout as per **Article 9 – Vacation Pay** of the Part-time Collective Agreement for the period of temporary full-time employment.



SCHEDULE B - CLASSIFICATION AND RATE STRUCTURE				
Part Time Hourly Rates	Start	As of: <b>July 5, 2006</b>		
		<b>900 hrs</b> =6mthsFT)	<b>1800 hrs</b> =12mthsFT)	<b>2700 hrs</b> (=18mthsFT)
<b>A1-1</b> Clerk (Design) Cloakroom Attendant Data Entry Clerk, Membership Library Stack Attendant Lecture Hall Attendant Registration Clerk Stocker, Gallery Shop	\$14.76	\$15.99	\$17.22	\$18.45
<b>A1-2</b> <b>Art</b> Rental Customer Assistant Audio Guide Cashier Media Assistant Media Technician Receiver, Inventory Theatre Assistant	\$15.24	\$16.51	\$17.78	\$19.05
<b>A1-3</b> Cashier Customer Services/Sales Assistant Gallery School Technician Group Scheduling/Phone Sales Representative Junior Plant Operations Assistant Maintenance Worker I Maintenance Worker II -.Painting and Moving Senior Audio Guide Cashier Visitor Services Representative	\$15.74	\$17.05	\$18.36	\$19.67
<b>B2-1</b> Clerk Typist Membership Services Representative Photo Resources Assistant Production Assistant (Media)	\$17.32	\$18.76	\$20.21	\$21.65
<b>B2-2</b> Art Storage Assistant Accounting Clerk, <b>Art</b> Rental Audio Guide Coordinator Jackman Hall Coordinator Printing/Mail Clerk Programming Assistant (Cinemathique) Promotion Stand Coordinator Senior Group Scheduling/Phone Sales Rep Studio Monitor	\$17.89	\$19.37	\$20.87	\$22.36
<b>B2-3</b> Administrative Assistant, Curatorial Co-ordinator, Special Events Framing Assistant Monitor, Marvin Gelber P&D Study Centre Reparator	\$18.47	\$20.00	\$21.54	\$23.08
<b>B2-4</b> Photographer	\$19.07	\$20.66	\$22.24	\$23.83

**SCHEDULE B - CLASSIFICATION AND RATE STRUCTURE**

Part Time Hourly Rates	As of: July 5, 2006			
	Start	900 hrs (=6mthsFT)	1800 hrs (=12mthsFT)	2700 hrs (=18mthsFT)
<b>C4-1</b> Curatorial Assistant, Catherine the Great	\$23.86	\$25.84	\$27.83	\$29.82
<b>C4-2</b> Education Officer-School Programs (Education) Education Officer-Family Programs (Education) Image Rights and Reproduction Coordinator Travelling Exhibition Coordinator	\$24.63	\$26.69	\$28.74	\$30.79
<b>C4-3</b> Display Designer Historic Site Coordinator Instructor, Studio Visits Program Coordinator, TBTS Studio Instructor	\$25.44	\$27.55	\$29.67	\$31.79

<b>FOOD AND BEVERAGE PART TIME HOURLY RATES</b>				
<b>As of: July 5, 2006</b>				
	<b>Start</b>	<b>900 hrs =6mthsFT)</b>	<b>1800 hrs (=12mthsFT)</b>	<b>2700 hrs =18mthsFT</b>
<b>AI-1</b> Busperson (Restaurant)	<b>\$10.36</b>	<b>\$11.57</b>	<b>\$12.81</b>	<b>\$14.04</b>
<b>AI-2</b> Host/Bartender Busperson II Coffee Cart Operator  Dishwasher Entremetier Garde Manger Host/Hostess Pastry Apprentice Prep Cook	<b>\$12.93</b>     <b>\$14.01</b>	<b>\$14.21</b>     <b>\$15.27</b>	<b>\$15.47</b>     <b>\$16.56</b>	<b>\$16.73</b>     <b>\$17.83</b>
<b>AI-3</b> Waitperson Bartender/Waitperson(Member's Lounge) Saucier	<b>\$8.86</b> <b>\$10.84</b> <b>\$14.51</b>	<b>\$10.17</b> <b>\$12.12</b> <b>\$15.81</b>	<b>\$11.50</b> <b>\$13.44</b> <b>\$17.12</b>	<b>\$12.79</b> <b>\$14.77</b> <b>\$18.44</b>

Part Time Hourly Rates	s of: December 1, 2006			
	Start	900 hrs =6mthsFT)	1800 hrs (=12mthsFT)	2700 hrs (=18mthsFT)
<b>A1-1</b> Clerk (Design) Cloakroom Attendant Data Entry Clerk, Membership Library Stack Attendant Lecture Hall Attendant Registration Clerk Stocker, Gallery Shop	\$15.20	\$16.47	\$17.73	\$19.00
<b>A1-2</b> <b>Art</b> Rental Customer Assistant Audio Guide Cashier Media Assistant Media Technician Receiver, Inventory Theatre Assistant	\$15.70	\$17.00	\$18.31	\$19.62
<b>A1-3</b> Cashier Customer Services/Sales Assistant Gallery School Technician Group Scheduling/Phone Sales Representative Junior Plant Operations <b>Assistant</b> Maintenance Worker I Maintenance Worker II - Painting and Moving Senior Audio Guide Cashier Visitor Services Representative	\$16.21	\$17.56	\$18.91	\$20.26
<b>B2-1</b> Clerk Typist Membership Services Representative Photo Resources Assistant Production Assistant (Media)	\$17.84	\$19.33	\$20.81	\$22.30
<b>B2-2</b> <b>Art</b> Storage Assistant Accounting Clerk, <b>Art</b> Rental Audio Guide Coordinator Jackman Hall Coordinator Printing/Mail Clerk Programming Assistant (Cinemathique) Promotion Stand Coordinator Senior Group Scheduling/Phone Sales Rep Studio Monitor	\$18.42	\$19.95	\$21.49	\$23.03
<b>B2-3</b> Administrative Assistant, Curatorial Co-ordinator, Special Events Framing Assistant Monitor, Marvin Gelber P&D Study Centre Preparator	\$19.02	\$20.60	\$22.19	\$23.78
<b>B2-4</b> Photographer	\$19.64	\$21.28	\$22.91	\$24.55

<b>SCHEDULE B - CLASSIFICATION AND RATE STRUCTURE</b>				
<b>Part Time Hourly Rates</b>	<b>Start</b>	<b>as of: December 1, 2006</b>		
		<b>900 hrs =6mthsFT)</b>	<b>1800 hrs (=12mthsFT)</b>	<b>2700 hrs (=18mthsFT)</b>
<b>C4-1 Curatorial Assistant, Catherine the Great</b>	\$24.57	\$26.62	\$28.67	\$30.72
<b>C4-2 Education Officer-School Programs (Education) Education Officer-Family Programs (Education) Image Rights and Reproduction Coordinator Travelling Exhibition Coordinator</b>	\$25.37	\$27.49	\$29.60	\$31.72
<b>C4-3 Display Designer Historic Site Coordinator Instructor, Studio Visits Program Coordinator, TBTS Studio Instructor</b>	\$26.20	\$28.38	\$30.56	\$32.75

**FOOD AND BEVERAGE PART TIME HOURLY RATES**

As of: December 1, 2006

	Start	900 hrs (=6mthsFT)	1800 hrs (=12mthsFT)	2700 hrs (=18mthsFT)
<b>A1-1</b> Busperson (Restaurant)	\$10.67	\$11.92	\$13.19	\$14.46
<b>AI-2</b> Host/Bartender Busperson II Coffee Cart Operator	\$13.32	\$14.64	\$15.93	\$17.23
Dishwasher Entremetier Garde Manger Host/Hostess Pastry Apprentice Prep Cook	\$14.43	\$15.73	\$17.06	\$18.36
Waitperson	\$9.13	\$10.48	\$11.84	\$13.17
Bartender/Waitperson(Member's Lounge)	\$11.17	\$12.48	\$13.84	\$15.21
Saucier	\$14.95	\$16.28	\$17.63	\$18.99

<b>SCHEDULE B - CLASSIFICATION AND RATE STRUCTURE</b>				
<b>Part Time Hourly Rates</b>	<b>as of: December 1, 200</b>			
	<b>Start</b>	<b>900 hrs =6mthsFT</b>	<b>1800 hrs =12mthsFT</b>	<b>2700 hrs =18mthsFT</b>
<b>A1-1</b> Clerk (Design) Cloakroom Attendant Data Entry Clerk, Membership Library Stack Attendant Lecture Hall Attendant Registration Clerk Stocker, Gallery Shop	\$15.66	\$16.96	\$18.27	\$19.57
<b>A1-2</b> Art Rental Customer Assistant Audio Guide Cashier Media Assistant Media Technician Receiver, Inventory Theatre Assistant	\$16.17	\$17.51	\$18.86	\$20.21
<b>A1-3</b> Cashier Customer Services/Sales Assistant Gallery School Technician Group Scheduling/Phone Sales Representative Junior Plant Operations Assistant Maintenance Worker I Maintenance Worker II - Painting and Moving Senior Audio Guide Cashier Visitor Services Representative	\$16.69	\$18.08	\$19.47	\$20.87
<b>B2-1</b> Clerk Typist Membership Services Representative Photo Resources Assistant Production Assistant (Media)	\$18.38	\$19.91	\$21.44	\$22.97
<b>B2-2</b> Art Storage Assistant Accounting Clerk, Art Rental Audio Guide Coordinator Jackman Hall Coordinator Printing/Mail Clerk Programming Assistant (Cinemathique) Promotion Stand Coordinator Senior Group Scheduling/Phone Sales Rep Studio Monitor	\$18.97	\$20.55	\$22.14	\$23.72
<b>B2-3</b> Administrative Assistant, Curatorial Co-ordinator, Special Events Framing Assistant Monitor, Marvin Gelber P&D Study Centre Preparator	\$19.59	\$21.22	\$22.85	\$24.49
<b>B2-4</b> Photographer	\$20.23	\$21.91	\$23.60	\$25.29

SCHEDULE B - CLASSIFICATION AND RATE STRUCTURE				
Part Time Hourly Rates		As of: December 1, 2007		
	Start	900 hrs (=6mthsFT)	1800 hrs (=12mthsFT)	2700 hrs (=18mthsFT)
<b>C4-1</b> Curatorial Assistant, Catherine the Great	\$25.31	\$27.42	\$29.53	\$31.64
<b>C4-2</b> Education Officer-School Programs (Education) Education Officer-Family Programs (Education) Image Rights and Reproduction Coordinator Travelling Exhibition Coordinator	\$26.13	\$28.31	\$30.49	\$32.67
<b>C4-3</b> Display Designer Historic Site Coordinator Instructor, Studio Visits <b>Program</b> Coordinator, TBTS Studio Instructor	\$26.98	\$29.23	\$31.48	\$33.73



<b>FOOD AND BEVERAGE PART TIME HOURLY RATES</b>				
As of: Decembe		<b>1, 2007</b>		
	Start	900 hrs =6mthsFT)	1800 hrs =12mthsFT)	2700 hrs =18mthsFT)
<b>A1-1</b>				
Busperson (Restaurant)	\$10.99	\$12.28	\$13.59	\$14.89
<b>A1-2</b>				
Host/Bartender	\$13.72	\$15.08	\$16.41	\$17.75
Busperson II				
Coffee Cart Operator				
Dishwasher	\$14.86	\$16.20	\$17.57	\$18.91
Entremetier				
Garde Manger				
Host/Hostess				
Pastry Apprentice				
Prep Cook				
<b>A1-3</b>				
Waitperson	\$9.40	\$10.79	\$12.20	\$13.57
Bartender/Waitperson(Member's Lounge)	\$11.50	\$12.85	\$14.26	\$15.67
Saucier	\$15.40	\$16.77	\$18.16	\$19.56

<b>SCHEDULE B - CLASSIFICATION AND RATE STRUCTURE</b>				
Part Time Hourly Rates	As of: December 1, 2008			
	Start	900 hrs =6mthsFT)	1800 hrs =12mthsFT)	2700 hrs =18mthsFT)
<b>A1-1</b> Clerk (Design) Cloakroom Attendant Data Entry Clerk, Membership Library Stack Attendant Lecture Hall Attendant Registration Clerk Stockier, Gallery Shop	\$16.13	\$17.47	\$18.81	\$20.16
<b>AI-2</b> <b>Art</b> Rental Customer Assistant Audio Guide Cashier Media Assistant Media Technician Receiver, Inventory Theatre Assistant	\$16.65	\$18.04	\$19.43	\$20.82
<b>A1-3</b> Cashier Customer Services/Sales Assistant Gallery School Technician Group Scheduling/Phone Sales Representative Junior Plant Operations Assistant Maintenance Worker I Maintenance Worker II -.Painting and Moving Senior Audio Guide Cashier Visitor Services Representative	\$17.20	\$18.62	\$20.06	\$21.49
<b>B2-1</b> Clerk Typist Membership Services Representative Photo Resources Assistant Production Assistant (Media)	\$18.93	\$20.50	\$22.08	\$23.66
<b>B2-2</b> <b>Art</b> Storage Assistant Accounting Clerk, <b>Art</b> Rental Audio Guide Coordinator Jackman Hall Coordinator Printing/Mail Clerk Programming Assistant (Cinemathique) Promotion Stand Coordinator Senior Group Scheduling/Phone Sales Rep Studio Monitor	\$19.54	\$21.17	\$22.80	\$24.43
<b>B2-3</b> Administrative Assistant, Curatorial Co-ordinator, Special Events Framing Assistant Monitor,Marvin Gelber P&D Study Centre Preparator	\$20.18	\$21.86	\$23.54	\$25.22
<b>B2-4</b> Photographer	\$20.84	\$22.57	\$24.31	\$26.04

<b>SCHEDULE B - CLASSIFICATION AND RATE STRUCTURE</b>				
<b>Part Time Hourly Rates</b>	<b>as of: December 1, 200</b>			
	<b>Start</b>	<b>900 hrs =6mthsFT)</b>	<b>1800 hrs =12mthsFT)</b>	<b>2700 hrs =18mthsFT)</b>
<b>C4-1</b> Curatorial Assistant, Catherine the Great	\$26.07	\$28.24	\$30.41	\$32.59
<b>C4-2</b> Education Officer-School Programs (Education) Education Officer-Family Programs (Education) Image Rights and Reproduction Coordinator Travelling Exhibition Coordinator	\$26.92	\$29.16	\$31.40	\$33.65
<b>C4-3</b> Display Designer Historic Site Coordinator Instructor, Studio Visits Program Coordinator, TBTS Studio Instructor	\$27.79	\$30.11	\$32.42	\$34.74

<b>FOOD AND BEVERAGE PART TIME HOURLY RATES</b>				
<b>As of: December 1, 2008</b>				
	<b>Start</b>	<b>900 hrs =6mthsFT)</b>	<b>1800 hrs (=12mthsFT)</b>	<b>2700 hrs (=18mthsFT)</b>
<b>A1-1</b> Busperson (Restaurant)	\$11.32	\$12.65	\$14.00	\$15.34
<b>A1-2</b> Host/Bartender Busperson II Coffee Cart Operator  Dishwasher Entremetier Garde Manger Host/Hostess Pastry Apprentice Prep Cook	\$14.13	\$15.53	\$16.90	\$18.28
<b>A1-3</b> Waitperson Bartender/Waitperson(Member's Lounge) Saucier	\$9.68 \$11.84 \$15.86	\$11.11 \$13.24 \$17.27	\$12.57 \$14.69 \$18.70	\$13.98 \$16.14 \$20.15

Letter of Understanding  
1) President from Part-Time Bargaining Unit

December 10, 2003    *Renewed July 5, 2006*

Ms. Twila Marston  
Ontario Public Service Employees Union  
31 Wellesley Street East  
Toronto, Ontario M4Y 1G7

Dear Ms. Marston:

Parties agree in the event the President of OPSEU Local 535 is elected from the Part-Time bargaining unit the following provisions shall apply:

1. The President, OPSEU Local 535 is to be paid an additional 2.5 hours per week for the purpose of conducting the administrative business of the Union local. Payment will be at the straight-time rate of pay of her regular part-time position.
2. In addition to the above, she will receive an additional four **(4)** hours per month for the purpose of attending a variety of meetings with the Gallery. These meetings may include, the Labour Management Committee and the bi-weekly Housekeeping meetings. Payment will be at the straight-time rate of pay of her regular part-time position.
3. The above payments will not be counted as time worked for purposes of overtime, seniority, step increases, sick entitlement, lieu of benefits or any other purpose.
4. The President is to submit the above agreed to time on a separate timecard indicating "Union President Local Business".

This Letter of Understanding only applies when the President of OPSEU Local 535 is from the Part-time bargaining unit.

Sincerely,

Deborah O'Leary  
Director, Staff and Volunteer Resources  
Art Gallery of Ontario

**July 5, 2006**

Ms. Twila Marston  
Ontario Public Service Employees Union  
31 Wellesley Street East  
Toronto, Ontario **M4Y 1G7**

Dear Ms. Marston:

*The Gallery shall explore reasonable alternatives to minimize layoffs related to expansion of the AGO's facilities and/or the impact of layoffs on members of the bargaining unit.*

*Should the Gallery contemplate lay-offs as a consequence of the expansion of the Gallery's facilities, it will advise the Union in writing as soon as possible but no later than sixty (60) calendar days prior to the notice of lay-off being given to the affected employees. The parties agree to meet to discuss alternatives to layoffs, through the Labour/Management Committee, within three (3) working days of giving written notice of layoff to the Union.*

*Notwithstanding the provisions of Article 3.04 (f-i) or Article 7.07 a), any employees indefinitely laid off as a consequence of the expansion of the Gallery's facilities shall have their recall rights extended to the date that is a) one (1) month after the date of the re-opening to the public, or b) entitlements under Article 3.04, whichever is greater.'*

*The Gallery shall not advertise or solicit applicants from outside the bargaining unit for either existing or new positions until those individuals with recall rights have been offered a recall as per the relevant provisions of the Collective Agreement or otherwise elected to receive severance pay.*

*During the expansion of the Gallery's facilities the regular work of existing bargaining unit employees will continue to be performed by them and expansion contractors will not be used to replace the regular work of existing bargaining unit employees.*

Sincerely,

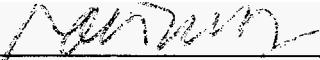
Deborah O'Leary  
Director, Staff and Volunteer Resources

**SIGNATURE PAGE**

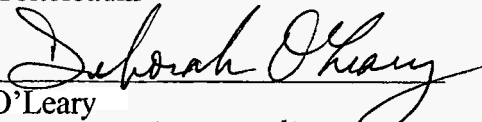
WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this 1st. day of August, 2008.

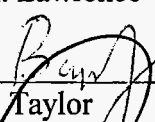
**ART GALLERY OF ONTARIO**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

  
M. Teitelbaum

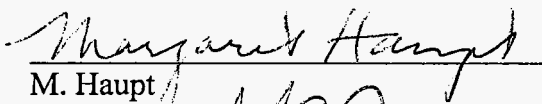
  
M. Lawrence

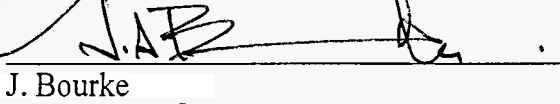
  
D. O'Leary

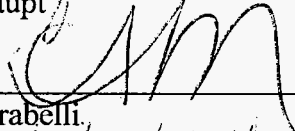
  
B. Taylor


  
D. Goliss

  
J. Black

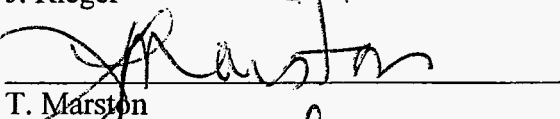
  
M. Haupt

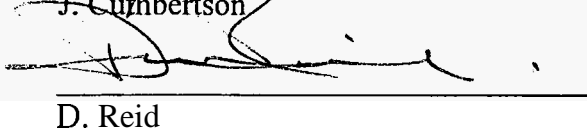
  
J. Bourke

  
A. Mirabelli

  
J. Rieger

  
J. Cuthbertson

  
T. Marston

  
D. Reid

  
Robert Field

  
Warren

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