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Unit No. 5B

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SOURCE	Union
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TERM.	7013
No. OF EMPLOYEES	11003
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COLLECTIVE AGREEMENT

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BETWEEN

THE ROYAL ONTARIO MUSEUM (SERVICE)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 204
A.F.L., C.I.O., C.L.C.

EFFECTIVE: JULY 1, 1989

EXPIRY: JUNE 30, 1991

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THIS AGREEMENT entered into at Toronto. Ontario BY AND BETWEEN: ROYAL ONTARIO MUSEUM (hereinafter called "The Employer") and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204 (hereinafter called "The Union") NOW THIS AGREEMENT THEREFORE WITNESSETH: ARTICLE 1 - GENERAL PURPOSE The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and certain classifications o€employees represented by the Union which will not interfere with the normal operation of the Royal Ontario Museum of Toronto. ARTICLE 2 - RECOGNITION AND BARGAINING UNIT 2.01 The Employer recognizes the Union as the exclusive collective bargaining agent with respect to all matters properly arising under this Agreement for all Security Officers, Security Auxiliary Group - Special Exhibits, Engineers, Service Worker I, Service Worker II, Maintenance Mechanics, Lead Hand Service Worker I, Lead Hand Service Worker II, Lead Hand Engineering Maintenance Mechanics, Kitchen and Dining Hall employees, in the employ of the Employer, save and except Foremen, persons above the rank of Foremen and Office Staff. "Security Auxiliary Group - Special Exhibits" shall be covered by the terms of this agreement, as follows: Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13.01, 13.03, 13.04, 13.05, 14.02, 14.06, 15.01, 15.02, 15.03(i), 15.04, 15.05. The word "Employee" or "Employees" wherever used in this Agreement shall mean any or all of the employees in the Bargaining Unit as defined above except where the context otherwise provides. 2.04 Where the masculine pronoun is used, it shall mean and include the feminine pronoun where the context so applies. 1 -

ARTICLE 3 - EMPLOYER'S RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:
 - (a) Maintain order, discipline and efficiency;
 - (b) Hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees;
 - (c) Establish and enforce Rules and Regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
 - (d) Generally to manage and operate the Royal Ontario Museum.
 - (e) The Union recognizes the right of the Employer to hire students full-time during the school vacation period that is 24th May to Labour Day. Students so hired will be paid the applicable job classification rate in which they work. However, students will not be employed while any member of the bargaining unit is laid off and no student will be employed for the period longer than the period stipulated in this agreement. Where laid-off employees refuse part-time employment, students may be hired for the period stipulated above.
- 3.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 3.03 Union and Employer agree to meet quarterly, if necessary, at the request of either party.

ARTICLE 4 - RELATIONSHIP

- 4.01 It is agreed that there will be no discrimination, interference, restraint, coercion or intimidation exercised or practised upon any employee by the Employer or the Union because of membership or non-membership in the Union.
- 4.02 It is further agreed that there shall be no solicitation of members, collection of dues or other Union activities on the premises of the Employer during working hours except as permitted by this Agreement.
- 4.03 The Employer agrees that the Business Agent and or Chief Steward of the Union shall be given the opportunity of interviewing each new employee once, within five (5) days of hiring, for the purpose of informing such employee of the existence of the Union at the Royal Ontario Museum. The Employer shall advise the Union from time to time as to the names of the per-

sons to be interviewed, and the time and place for such interview, the duration of which shall not exceed ten (10) minutes.

4.04 An employee who offends any of the provisions of this Article may be appropriately dealt with by the Employer under the provisions of Article 3, subject to the provisions of the Grievance Procedure.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 It is agreed that the employees who are now or hereafter become members of the Union shall maintain their membership in the Union during the term of this Agreement.

5.02 Union Initiation Fee

As a condition of continued employment each employee shall sign a properly authenticated membership applicat on card within thirty (30) calendar days of employment. The Employer will deduct from the first pay of such employee earned by him following sixty (60) working days, or in the case of Jermanent parttime employees upon the completion of 480 worked hours, an amount equivalent to the Union initiation fee. The amount of such initiation fee shall be certified to the Employer by the Secretary-Treasurer of the Union.

Signing of the Union application card shall in no way reduce the probation period nor the conditions of employment for new employees as outlined in Article 10.01.

5.03 Union Dues

As a condition of continued employment the Employer will deduct from the first pay dues of such employee following sixty (60) working days, or in the case of permanent part-time employees upon completion of 480 worked hours and in each calendar month during the term of the Agreement, an amount equivalent to the Union dues as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues shall be certified by the Employer to the Secretary-Treasurer of the Union.

- 5.04 The amounts deducted in accordance with paragraphs 5.02 and 5.03 are to be remitted by cheque to the Union not later than the 25th of the month in which the deduction is made.
- 5.05 The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names of the Employees from whose pay such deduction has been made.
- 5.06 The Chief Steward shall be notified in writing within three (3) working days of the hiring of any person within the

bargaining unit. The Chief Steward shall be notified in writing within five (5) working days of any permanent change from the normal working shift or classification of an employee.

- (a) The Employer agrees to maintain at all times the number of employees in each classification as necessary. Job vacancies shall normally be filled within a reasonable amount of time.
- (b) Where practicable there shall not be an assignment to work a job classification unless all current regularly scheduled employees have been offered the assignment by seniority, This excludes any work not currently included in the job description attached, where it is not practicable to train current employees.

Where temporary vacancies of a lengthy period exist, the Union shall be notified by the Employer a reasonable length of time in advance. The Employer shall hire outside only where necessary.

- (c) The number of permanent part-time employees shall not exceed the number necessary to prevent permanent full-time employees from working split shifts. The number of part-time positions in a job classification shall, where at all practicable, be determined by maximizing the number of full-time positions in the classification.
- (d) It is not the intent of the Museum to increase the number of part-time employees at the expense of the full-time bargaining unit complement. In any event, the part-time employee complement will be maintained at less than 25% of the total bargaining unit.
- 5.07 The Employer shall provide the Union with a filing cabinet that is lockable, to be located in a secure, convenient place in the Museum and will continue to provide the union with a desk, telephone and space in which to locate the desk and telephone.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 Both parties agree that there shall be no strike or lockout during the term of this collective agreement.
- 6.02 Employees will in **no** manner be disciplined, reprimanded, discriminated against, or dismissed because of failure to handle struck work.

Struck work is defined as any work which is not included in the job description of S.E.I.U. members that is not related to the maintenance, safety or security of the museum.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer acknowledges the right of the Union to appoint or otherwise select no more than one (1) Chief Steward and seven (7) Job Stewards to represent the following:

Security Officers Engineers Maintenance Mechanics Service Workers

- 7.02 It is acknowledged that the Stewards shall have been continuously in the employ of the Employer for at least six (6) months prior to their appointment. The Chief Steward shall be provided with a shift enabling him or her to be available to the employee and Employer for the conducting of Union business.
- 7.03 (a) The Chief Steward and/or his designate shall be paid time off to conduct Union business. Such business includes preparation for and the conduct of contract negotiations and such business matters relating to the operation of the Royal Ontario Museum as they may affect the bargaining unit. The Chief Steward and/or his designate shall not make unreasonable demands for time off to conduct Union business.
 - (b) The Employer shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit on a current basis:
 - (i) termination, suspension and retirement.

Complete details of information relating to wages and fringe benefits subject to this Agreement, including pension, health and welfare plans shall be made available to the Union, upon request from the Head of Personnel.

7.04 It is understood and agreed that the Union may appoint, separate and apart from the Steward body, a Bargaining Committee consisting of not more than six (6) employees.

7.0S Disciplinary Interview

When an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of his right to have his Union Steward present prior to discussing the matter with the employee. The employee may, if he so desires, request the presence of his Union Steward to represent him during the interview. If the employee requests representation by his Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matters with the employee concerned. Whether

called or not, the Union Steward will be advised in writing within one (1) working day (24 hours) of the facts of the disciplinary action and the reason thereof.

- 7.06 The Chief Steward shall receive copies of all disciplinary notices issued to members of the bargaining unit which have been placed on the individual's personnel file at the time of issue.
- 7.07 Disciplinary letters shall be removed from the indivdual's personnel file twelve (12) months after the date of issue.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties hereto that complaints of the Employer or of the employees will be adjusted as quickly as possible and it is understood that an employee has no grievance until a complaint has been referred to his immediate Supervisor. The employee may have the Job Steward for his occupational classification present if he so desires.
- 8.02 If an employee has a complaint which has not been adjusted to his satisfaction by his immediate Supervisor, it may be taken up as a grievance within three (3) working days following the decision of the Supervisor, between the employee, the Chief Steward and the employee's Department Head. The grievance shall be answered within three (3) working days of its submission. Three (3) working days are defined as "not to include regular days off of either party".
- 8.03 Failing settlement of the grievance by the employee's Department Head, the grievance shall be submitted in writing and a meeting shall be arranged as soon as conveniently possible' between the Union Committee and the Director of the Royal Ontario Museum or his designate. The grievance shall be answered within three (3) working days after the meeting. Three (3) working days are defined as "not to include regular days off of either party."

The General Representative of the Union shall be present at the request of either party.

- 8.04 Failing settlement under the above procedure of any difference concerning the meaning or alleged violation of this Agreement, the matter in dispute may be taken to arbitration as provided in Article 9, if the request therefore is made within ten (10) working days after the final decision is given under paragraph 8.03.
- 8.05 Any adjustment arising out of the settlement of an employee's grievance or the grievance of a group of employees under the Grievance or Arbitration Procedure shall be made retroactive before the date it was presented thereunder.

- 8.06 Saturdays, Sundays and Statutory Holidays will not be counted in determining the time within which any action is to be taken or completed under the Grievance or Arbitration Procedures.
- 8.07 Any and all time limits fixed by this Article and Article 9 may be at any time extended by written agreement between the Employer and the Union.
- 8.08 All decisions arrived at between the Employer and the Union shall be final and binding upon each of them and the employee or employees concerned.
- 8.09 Nothing in this Agreement shall prevent any employee from personally presenting any grievance to his Employer without the assistance of any representative of the Union, provided that no decision may be given which is inconsistent with the provisions of this Agreement.

8.10 Policy Grievance

In the event of a difference of opinion between the Employer and the Union as to the interpretation or violation of any clause or section of this agreement, the matter may be referred by either party to arbitration in the same way as a grievance of any employee and such grievance shall commence at Step 8.04 Grievance Procedure.

8.11 Group Grievance

Where an alleged violation affects a number of employees in a department, the Union may sign the grievance on behalf of the aggrieved employees and initiate it at Step 2 of the Grievance Procedure.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party of this Agreement, and at the same time nominate an Arbitrator. Within five (5) full working days thereafter the other party shall nominate an Arbitrator. The two (2) Arbitrators shall attempt to select by agreement a third person to be a member and Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of two (2) working days, they may then request the Minister of Labour for Ontario to assist them in selecting a Chairman, provided that the Chairman shall be selected from other than the Civil Service and shall be chosen having regard to his impartiality, his qualifications in interpreting collective bargaining agreements and his familiarity within industrial relations.

- 9.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
 - 9.03 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
 - 9.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
 - 9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties hereto and the employee or employees concerned.
 - 9.06 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

ARTICLE 10 - DISCHARGE CASES

- 10.01 New employees will be considered as probationary employees until after they have worked for a total of sixty (60) working days, or in the case of permanent part-time employees upon the completion of 480 hours worked for the Employer. The Union will not question the dismissal of any probationary employee nor shall such dismissal be a subject of a grievance.
- 10.02 A claim by an employee who has completed his probationary period that he has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged with the Director of the Royal Ontario Museum or his designate, within five (5) days after the employee ceased to work for the Employer.
- 10.03 Such special grievance may be settled under the Grievance Procedure provided by this Agreement by:
 - (a) Confirming the Employer's action in dismissing a permanent employee;
 - (b) Reinstating the employee with full compensation for time lost; or
 - (c) By any other arrangement which may be deemed just and equitable in the circumstances.

ARTICLE 11 - SENIORITY

11.01 Seniority is defined as length of service, within the bargaining unit, An employee will be considered on probation

and will not acquire seniority until after he has completed sixty (60) days worked, or in the case of permanent part-time employees upon the completion of 480 hours worked for the Employer when his seniority shall commence from the date of last hiring.

11.02 The Employer agrees to observe the seniority of employees in connection with promotions, demotions, transfers, lay-offs and recalls, so far as practicable to do so, providing their other qualifications are relatively equal and that no employee shall be transferred to another classification without just cause. Permanent part-time employees' seniority shall, in no instance, have precedent over a permanent full-time employee, except as in 11.10.

Seniority shall continue to accumulate during a lay-off due to renovation and construction.

No employee shall lose or cease to accrue seniority, or lose any benefit arising from such seniority, by reason of his having to sit upon a jury or fulfil a military obligation.

Lay-Off Notice:

Years of Service Notice of Lay-Off

Less than 2 years 1 week 2-5 years 2 weeks 5-10 years 4 weeks over 10 years 8 weeks

- 11.03 An employee shall lose all seniority if he:
 - (a) Voluntarily quits the employ of The Royal Ontario Museum.
 - (b) Is justifiably discharged.
 - (c) Has been laid off more than twenty-four (24) consecutive months.

It is agreed that during construction and/or renovation the normal lay-off recall period of twenty-four (24) months shall be extended to the full period of construction and/or renovation.

- (d) Following a lay-off, fails to advise the Employer within five (5) days of receipt of notice by registered mail to return to work of his intention to return or fails to report for work on the date and at the time specified in the said notice, unless in the opinion of the Employer, just cause exists.
- (e) Accepts the position outside the bargaining unit for a period of more than six months (during which period, an employee may return to his old position with sen-

iority reinstated to the date of leaving the bargaining unit position).

11.04 It shall be the duty of the employees to notify the Employer promptly of any change of their address. If an employee should fail to do so, the Employer will not be responsible for failure of such notice to reach the employee.

a list of employees, showing their names, addresses and classifications, ranked according to seniority, and of changes as they occur.

11.06(a) Job Posting Promotional Opportunity

At least four (4) working days prior to making any permanent staff change, or where such new classifications are established which could result in a promotional opportunity in the bargaining unit, for any employee covered by the terms of this Agreement, the Employer first will post notice of the said position on appropriate bulletin boards, and notify the Chief Steward in writing, in order that all members will know about the position and be able to make written applications therefore, on a form provided by the Employer. Such notice shall contain the following information: nature of the position, job descriptions, required knowledge and education, ability and skills, hours of work and wage rates. Nothing in this clause shall prevent the Employer from filling the advertised job from within the bargaining unit or from any other source after the job has been properly posted and all applications have been given considera-The Chief Steward shall be notified in writing of such vacancies or new positions when they occur.

(b) Classifications

In the event the Employer establishes a new job category, the Union shall be notified forthwith, and the parties shall meet in order to negotiate an appropriate rate of pay for the job category. In the event that agreement cannot be reached on the rate of pay, the rate proposed by the Employer will be implemented and the matter shall be resolved during the next period of collective bargaining.

11.07 Promotions

When selecting an employee for promotion to a bargaining unit position, the Employer agrees to use all available information to determine which employee is qualified to fill the vacancy. The Employer will consider his education, knowledge, ability to perform the normal requirements of the job satisfactorily and seniority with the Employer. Employees newly applying for a promotion may be requested to demonstrate ability to perform their related duties. Where the Employer determines that the qualifications for the position are relatively equal between the applicants, seniority shall be the governing factor.

- All employees of the bargaining unit shall have the right to apply for all promotional opportunities throughout the R.O.M.
- 11.08 In all cases of shift transfers and new shift schedules or shift adjustment the Employer agrees to give preference according to seniority and qualifications.
- 11.09 Current part-time staff is to be given priority for summer scheduled full-time positions.
- 11.10 In the event of a layoff, permanent part-time employees after two (2) years continuous employment will be offered permanent employment opportunities as they arise over permanent employees, if seniority is sufficient. For purposes of calculating the seniority, length of service shall be divided by two (2).

ARTICLE 12 - WAGES

12.01 The Employer agrees to pay and the Union agrees to accept the schedule of wage rates attached hereto as Schedule I, which rates shall be payable for the term of this Agreement.

12.02 Relieving Higher Classification

When an employee has been assigned to work in a job of a higher classification in the bargaining unit, he shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least two (2) hours including the first hour.

12.03 <u>Contract Negotiations</u>

S.E.I.U. Committee Meetings: Members of the committee will be paid at the regular rate of pay for attendance at such meetings for the purpose of discussing negotiations, The Museum will pay such wages and then bill S.E.I.U. except in the case of the Chief Steward as is stipulated in 7.03(a). Committee Members who are on scheduled days off or vacation may request time off in lieu of payment for attendance.

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Negotiation Sessions: Members of the S.E.I.U. committee will be paid at the regular rate of pay for attendance at such meetings. Committee members who are on scheduled days off or vacation may request time off in lieu of payment for attendance. The Museum will absorb the salary costs of negotiating sessions.

ARTICLE 13 - HOURS OF WORK

13.01 Full-time and part-time schedules shall be posted two weeks in advance and shall not be altered or changed except with the mutual consent of both parties except in the case of an emergency, as determined by the Employer.

Hours of Work shall be at the discretion of the Employer but there shall be no split shifts, except in the case of part-time employees.

The Maintenance Engineer on duty must substitute for the Shift Engineer in cases of absenteeism and must adjust their maintenance schedule as necessary following a 48 hour notice of the Maintenance Engineers.

- 13.02 Permanent part-time employees regularly scheduled working hours shall be no less than twenty (20) hours per week and no more than twenty-four (24) hours per week, unless otherwise mutually agreed upon, except in emergencies.
- 13.03 When it is necessary to replace an employee who is absent from duty, a part-time employee in the classification shall be required to substitute and this is not to exceed eight (8) hours in a two-week period except with mutual consent of both parties.

Part-time Security Officers shall be contacted for Security duty before permanent full time staff are considered.

Call-In-Duty

Separate call in lists for permanent part-time and permanent full-time employees shall be used to determine call in on a rotating basis so far as practicable. These lists shall be revised as used and posted at all times for the inspection of employees.

- 13.04 All employees will be permitted a 15 minute relief period in each four hour shift.
- 13.05 The Employer agrees there shall be a 12 hour turn-around between all scheduled shifts.
- 13.06 Where practicable, Supervisors shall inform an employee prior to altering the employee's timesheets.

13.07 The Employer will provide all employees with a 30-minute unpaid meal period which shall be uninterrupted. Should the meal break be interrupted for work related matters the employee shall receive the equivalent of the lost time at the end of the shift or the employee may continue the break after completing the work asignment.

ARTICLE 14 - OVERTIME

- 14.01 Authorized work performed by hourly rated employees in excess of eight (8) hours per shift shall be paid at a rate of time and one half the employee's regular rate.
- 14.02 Authorized work performed by hourly rated employees in excess of 80 hours in a bi-weekly pay period will be paid at the rate of time and one half of employee's regular rate.
- 14.03 The standard work week for each classification shall be set out in Schedule I, attached hereto. Subject only to Articles 14.01 and 14.02, all hours worked shall be paid at straight time.
- 14.04 Hourly rated employees will not be required to take time off in lieu of overtime worked. Time worked by full-time employees on assigned days off will be paid at the overtime rate. The Employer will assign overtime first to employees who have completed their probationary period,
- 14.05 The Employer agrees to assign overtime equally amongst employees who normally perform the work. Employees who are requested to work overtime and refuse or fail to report for the assignment will be considered to have worked for the purpose of establishing records on overtime assignments, Overtime shall normally be distributed among those permanent full-time employees in their respective classifications who are on the premises at the time the overtime is scheduled or assigned. Distribution shall be on a rotating basis so as to distribute the frequency of assignments on an equal basis so far as is practicable.

In the Security Department two categories of overtime records will exist, POSTED OVERTIME and EMERGENCY OVERTIME. POSTED OVERTIME will consist of all Overtime Duty on the Security Department/Physical Plant Overtime Board. Assignment to such overtime will be based on the total cumulative overtime hours worked by each employee, The employee(s) with the least amount of total cumulative hours will be assigned to the Overtime Duty.

(a) After management have exhausted all efforts to fill overtime hours from permanent employees, the Union recognizes the right of the employer to recall former employees for Security Officers on a short term basis

to cover the absence of permanent staff for short periods of excessive schedule pressures.

14.06 EMERGENCY OVERTIME will be distributed first among those employees who indicate their willingness to perform such duty by including their name on the Emergency Overtime List. This list will be kept by the Security/Physical Plant Supervisor and will be updated once every six months.

This OVERTIME will be distributed among full-time and part-time employees based on Total Cumulative Emergency Hours worked.

Overtime shall be voluntary for all full-time employees.

(a) "Total Cumulative Overtime Hours worked" records for both POSTED and EMERGENCY OVERTIME will revert to ZERO
 (0) on January 1st of each calendar year.

14.07 Emergency Overtime - Meal Allowance

An employee requested to work emergency overtime of two hours or more following a normal eight hours tour of duty on the day the overtime is to be worked, shall be allowed a six (\$6.00) dollar meal allowance to be paid in cash at the time. Permanent part-time employees working a full-time eight (8) hour shift shall qualify under this clause.

14.08 Should it be necessary to recall an employee who has left the premises following completion of his normal shift, he shall be compensated with one hour's pay at his regularly scheduled hourly rate, in addition to the hours worked.

14.09 Overtime Notice

Notice of overtime shall be given to each employee five (5) calendar days in advance of the overtime duties where possible.

Such notice will be given via an Overtime Acknowledgement Form. The employee must return the appropriate portion of the Overtime Acknowledgement Form three (3) calendar days in advance of the overtime duties. If such written notice is not received three (3) calendar days in advance of the overtime duties, the duty will be re-assigned. POSTED OVERTIME will be distributed among full-time employees who have signed for the duty.

If no full-time employees sign up for the duty, it will be distributed among part-time employees. In both cases, Total Cumulative Posted Overtime Hours will determine which employee(s) receive the assignment.

14.10 Employees who are called back to work after completing their regular shift and who had left their place of work, will receive a minimum of four (4) hours at the rate of time and

one-half of the regular hourly rate or the appropriate overtime rate for all hours worked, whichever is the greater.

ARTICLE 15 - UNIFORMS

- 15.01 Uniforms, working apparel and protective clothing for inclement weather as required will be supplied to permanent full-time employees (also permanent part-time employees if necessary). Uniforms, working apparel and protective clothing shall be laundered, repaired and altered at the expense of the Employer. Such apparel must be worn by the employees during all working hours.
- 15.02 The uniforms of security officers will be cleaned at least once a month at the expense of the Royal Ontario Museum. Previously worn security officers' uniforms in good condition which have been dry cleaned and are of a proper fit may be reissued.
- 15.03 The initial issue of uniforms and work clothing at the time of employment shall be on the following scale:
 - (i) Security Officers: Jackets two (2); Pants two (2) pairs; Ladies-choice of Pants two (2) or Skirts two (2); Shirts five (5); Ties two (2); and Sweater-vest one (1).

Each year following the year of initial issue the following issue will be made in August;

- (ii) Security Officers: Jackets one (1); Pants two (2); Ladies-choice of Pants two (2) or Skirts two (2); Shirts five (5); Ties two (2); and Sweater-vest one (1).
- (iii) Engineers and Maintenance Mechanics: Shirts (5); Pants (3); Coveralls (1).
- (iv) Service Workers (Male): Shirts six (6); Pants five (5) (for all Physical Plant staff to include Maintenance and Engineers).
- (v) Service Workers (Female): Smocks six (6); Pants five (5).
- (vi) The Employer will provide winter boots for the Security Officers who perform parking duties and to Service Workers who handle snow shovelling.
- (vii) The Employer will pay an allowance of \$80.00 per annum to employees for the purchase of footwear. Such footwear must be acceptable to the Employer for the purpose for which it is to be worn. Safety shoes will meet Provincial safety regulations and shoes worn with uniforms will

be black oxfords. Effective July 1, 1990, allowance to be increased to \$88.00 per annum.

(viii) The Employer will pay an allowance of \$30.00 per annum to male employees to be used towards the purchase of socks and in the case of female employees \$60.00 towards the purchase of stockings. Such articles of clothing must be acceptable to the Employer. Effective July 1, 1990, said rates to be increased to \$33.00 and \$66.00 per annum.

Payment for footwear for probationary employees will be made upon completion of their probationary period.

Payment for footwear for all other employees will be made on July 1st of each year.

- 15.04 Worn-out clothing will be replaced as needed on a one-for-one basis.
- 15.05 All items of clothing issued as outlined above shall be returned to the Employer prior to leaving the classifications listed in Article 2.01.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 The following statutory holidays will be granted with pay at the employee's regular rate of pay for their normal number of working hours:

New Year's Day Good Friday Easter Monday Victoria Day Dominion Day Civic Holiday Labour Day Thanksgiving Day Christmas Day Boxing Day New Year's Eve

plus any special holiday proclaimed by the Governor General, the Lieutenant Governor or the Director of the Museum. Permanent part-time employees will qualify for payment of Statutory holidays and special holidays as referred to above. Eligibility shall be determined as per the Employment Standards Act. In addition, all permanent employees shall be granted a paid float holiday once each calendar year on a date mutually agreed upon. Such float holiday must be taken within one year of the anniversary date of the completion of the probationary period. Partime employees will be paid four (4) hours at their regular rate. The Employer agrees that the Museum will be closed New Year's Day and Christmas Day and it is also agreed that the Museum will close at 5:00 p.m. on Christmas Eve and New Year's Eve.

16.02 In order to qualify for payment of the above named holi-days, an employee must work his regular scheduled working day

immediately prior to and following the holiday, unless absent due to vacation, illness originating in the three months preceding the holiday upon presentation of a medical certificate, or leave of absence, all of which must be authorized by the Museum.

16.03 Employees who do not report for duty on Statutory Holiday after having been requested to do so, will forfeit holiday pay.

16.04 Any employee required to work on any of the above named Statutory Holidays will receive pay for time worked on such a holiday at one and one half times his regular rate of pay in addition to the Statutory Holiday pay, except for the provisions outlined in Article 16.02.

16.05 Time and one-half to be paid to persons working after 5:00 p.m. on Christmas Eve and New Year's Eve.

16.06 Statutory Holidays for "Security Auxiliary Group - Special Exhibits" will be in accordance with the Employment Standards Legislation.

ARTICLE 17 - VACATION PAY

17.01 For the purposes of computing vacations, the term "full year of service" shall refer to 12 months of continuous service between July 1 in any year and June 30 following:

Length of continuous service up to June 30

Length of Vacation

Up to 5 full years

6% of gross pay equitable to three weeks vacation period.

5 full years to 15 full years 8% of gross pay equitable to four weeks vacation period.

On Completion of 15 full years

10% of gross pay equitable to five weeks vacation period.

17.02 Vacations as provided above will be allotted between the months of May and September inclusive, if possible, and in order of employee's seniority, unless otherwise arranged between the employees and the Employer.

17.03 Severance vacation pay in the form of vacation with pay credits shall be granted in accordance with 17.01 above to employees whose employment is discontinued on a pro rata basis to time worked.

17.04 An employee who suffers an illness necessitating medical attention for a three-day period or more during a vacation period shall be entitled to extend the vacation by the number of

days of certified illness. These days may be charged to accumulated sick leave, Certification of such illness must be supplied to the Employer.

- 17.05 An employee who suffers a death in the immediate family as defined by contract during a holiday leave should notify the Personnel Office at the Museum as soon as possible. The employee would then be granted the normal three (3) days compassionate leave with pay, thereby extending the holiday period by three (3) days, under conditions of 19.01.
- 17.06 An employee, with the approval of management may defer all except two weeks of their vacation entitlement for that year for a period of twelve (12) months. The vacation entitlement must be taken in the next year. The employee must submit a request in writing for such a deferral.
- 17.07 Vacation Pay for the "Security Auxiliary Group Special Exhibits" will be paid with each pay cheque, and in accordance with the Employment Standards Act.
- 17.08 An employee's request for vacation may serve as a request for vacation payment, One month's notice of request for vacation is required.

Such payment will be made at the commencement of an employee's vacation period for each year.

Vacation pay will be paid separately from an employee's regular pay.

ARTICLE 18 - SICK LEAVE

- 18.01 Pay for sick leave is for the sole purpose of protecting an employee on the active payroll of the Employer who has successfully completed his probationary period against loss of income when he is legitimately sick or disabled due to non-occupational illness or disability. Sick leave with pay at the employee's regular rate of pay shall be granted on the following basis:
 - (a) A permanent full-time employee who has completed his full-time probationary period shall be credited with one and one-half (1.5) sick leave days per month of active employment. Where an employee works less than a full month, he shall receive a proportionate number of sick leave credits. It is understood however, that no employee shall suffer any loss or reduction of sick leave credits because of absence due to vacation. These sick leave days may be used to provide full pay for an employee absent due to non-occupational illness or disability.

- (b) A permanent part-time employee who has completed his probationary period shall be credited with one (1) hour sick leave for each fifteen (15) hours worked. These sick leave days may be used to provide full or partial pay for an employee absent due to non-occupational illness or disability.
- (c) An employee who completes his probationary period will be credited with sick leave per (a) and (b) above and will be reimbursed for any loss of pay for sick leave absence during his probationary period to the maximum earned credit as of the date of completion of his probationary period.
- 18.02 An employee may be required to provide a medical certificate from a duly qualified medical practitioner in all cases where illness or disability is for a period in excess of three (3) consecutive working days.
- 18.03 An employee may request time off work without loss of pay in order to visit a dentist or doctor. Such time off with pay may be granted but a deduction from sick leave credits will be made for the time spent away from work. An employee may be required to present proof of attendance at such appointments. An employee is required to give as much notice as possible of each appointment and in all cases, except for emergency situations, an employee will be required to provide twenty-four (24) hours' notice of such appointments.

Dental and medical appointments will not be considered as occasions as outlined in Article 18.07.

- 18.04 The unused portion of sick leave in any one year of service shall accumulate from year to year.
- 18.05 On termination of employment from the Royal Ontario Museum, after 7 years of service, cash out of accumulated sick leave credits will be allowed, payable at 50% of current rate of pay for up to a maximum of one hundred and fifty (150) days sick leave.
- 18.06 Upon exhaustion of accumulated sick leave credits, employee absence due to non-occupational illness or disability shall be without pay.
- 18.07 Once an employee has used a total of three (3) occasions of sick leave in the agreement fiscal year (July 1 June 30), he may be requested to present proof of illness for each subsequent day or more of sick leave claimed if abuse is suspected. Medically certified occasions excepted. An "occasion" shall mean sick leave of up to and including three (3) consecutive working days.

18.08 The Employer shall give written notice each October to each employee of the employee's record of unused sick leave as of the end of September.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 In the event of a death in the immediate family, or close associate, an employee will be granted, upon request, up to a maximum of three (3) consecutive days without loss of regular pay. The funeral must fall on one of the bereavement leave days granted under the clause. Additional paid leave of absence may be made available from Sick Leave Credits for bereavement subject to the terms of Article 18.

19.02 "Immediate Family" shall mean, Husband, Wife, Father, Mother, Brother, Sister, Son, Daughter, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, Grandparents, Step-father, Step-mother, Uncle, Aunt, Nephew, Niece, Foster parent, Stepchild, or ward of the employee and relative permanently residing in the employee's residence or with whom the employee permanently resides and close associates. As a condition of payment the employee must, on request, present proof of bereavement leave.

19.03 Additional time shall be made available from eligible sick leave credits where bereavement leave is required for a parent, child, spouse, brother or sister and requires the employee to travel an excessive distance. The following guidelines will apply: 600-1500 km travel distance will warrant 7-10 days additional leave. 1500 km or travel overseas one way distance will warrant up to three weeks.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Subject to the written approval of the Employer, any employee shall be granted a leave of absence without pay because of personal illness or for good and sufficient personal reasons. All applications for leave of absence must be made in writing and submitted to the Employer. Granting of future leaves of absence shall be based on the employee's length of service, merit, and previous requests. Any extension of a leave of absence must also be applied for and granted in writing by the Employer.

20.02 Jury Duty

An employee, when called for jury duty or subpoenaed as a witness, will be compensated for the difference between his normal earnings and the payment received for jury duty or in being subpoenaed as a witness. The employee will provide evidence that he reported for jury duty or attended as a subpoenaed witness.

ARTICLE 21 - MATERNITY LEAVE

21.01(a) Leave of absence without pay for up to seventeen (17) weeks shall be available to an employee upon two (2) weeks' written notice to the Museum provided that the request for such leave is supported with an acceptable medical certificate indicating that the employee is pregnant and specifying the expected delivery date.

To qualify for such leave of absence without pay, the employee must have been continuously employed by the Museum for a period of at least one (1) year immediately preceding the estimated date of delivery. The leave of absence without pay may commence at any time during the eleven (11) weeks prior to the estimated date of delivery.

- (b) The Museum may, upon the written request of the employee, extend such leave of absence to an aggregate of six (6) months under the same conditions as set forth herein, provided that the employee makes such written request not later than four (4) weeks following the actual date of her delivery.
- (c) It is understood that credit for service or seniority for all purposes shall be accumulated in accordance to the provisions of Article 11 of this Agreement.
- (d) An employee who intends to work beyond the end of her sixth (6th) month of her pregnancy shall, if requested to do so, submit to the Museum an acceptable medical certificate indicating that the performance of her work will not be materially affected by the pregnancy and that the continued performance of her work will not be a hazard to her pregnancy. The Museum expressly reserves the right to determine whether the employee's duties can reasonably be performed by a pregnant woman or whether her work is materially affected by the pregnancy.
- (e) Where an employee is exposed to hazards that may affect the embryo or fetus, the Museum shall first endeavour to assign her to less hazardous duties. In the event that no suitable vacancies exist, the Museum may require her to commence an unpaid maternity leave of absence.
- (f) During any maternity leave of absence without pay granted or required hereunder, the employee will be responsible for the employee portion of subsidized employee benefits in which she is participating. The employee may arrange with the Museum to prepay the employee portion of the premium of the subsidized

employee benefits €or the entire period of the leave to ensure coverage.

- (g) An employee who intends to resume employment after her unpaid leave of absence shall advise the Museum of her intention in writing at least two (2) weeks in advance of her return and, upon the employee's return, the Museum will reinstate the employee to her former position or will provide her with alternative work of a comparable nature at a rate of pay equal to the current rate for her former position.
- (h) In the event that an employee wishes to return to work before the expiration of a period of 6 weeks after her delivery she may request that the duration of her leave of absence be so shortened upon giving the Museum two (2) weeks' notice in writing of her wish to do so and upon furnishing to the Museum an acceptable medical certificate indicating that the employee, in the opinion of a legally qualified medical practitioner, is able to resume her former employment. The museum shall advise the employee in writing of its consent to or denial of such request, but such consent shall not be unreasonably withheld.
- (i) If the employee fails to report for work upon the expiration of a maternity leave of absence granted or required hereunder, she shall be considered to have terminated her employment with the Museum and her seniority rights shall terminate.

ARTICLE 22 - ADOPTION LEAVE

22.01 If an employee with at least one (1) year of seniority qualifies to adopt a child, he may be entitled to a leave of absence without pay for a period of up to three (3) months' duration or such greater time as may be required by the adoption agency concerned up to a maximum of six (6) months. Such employee shall advise the Museum of his qualifying to adopt as soon as his qualification is established and shall request the leave of absence in writing forthwith upon receipt of confirmation of the pending adoption. Permission for adoption leave shall not be unreasonably withheld.

The employee taking adoption leave will be responsible for the employee portion of subsidized employee benefits in which he is participating. The employee may arrange with the Museum to prepay the employee portion of the premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.

In the event that two married or related employees qualify for adoption leave in respect of their adoption of a child, only one of the employees shall be entitled to apply for and be granted the leave of absence provided for herein.

ARTICLE 23 - TRAINING COURSES

- 23.01 The Employer may make training courses available to the employees.
- 23.02 Time in attendance at such courses shall be calculated as hours worked for compensation purposes, but shall not be considered overtime. Enrolment in such courses shall be on a mandatory basis.
- 23.03 Successful completion of such courses will take the form of attendance and participation in classroom discussion.
- 23.04 The Employer shall assist employees who attend training programs at approved institutions off the premises outside their working hours where such training relates to jobs within the unit, provided prior authorization has been obtained from the Employer. Such assistance shall include reimbursement for tuition and payment for those hours of formal instruction at the employee's classified rate.

ARTICLE 24 - PENSION AND WELFARE PLANS

- **24.01** Effective on January 1, 1980, the ROM Pension Plan number C-17363 shall apply to all members of the Bargaining Unit and will provide pension benefits for employees, who are members of the Plan, subject to the terms and conditions of this Plan. Complete details of this plan to be available to all employees at all times by application to the Personnel Office.
- **24.02** The employee shall contribute a regular amount to the Pension Plan in accordance with the terms of the Plan. The Employer agrees to contribute the amount required in addition to the employee's contribution to purchase the pension.
- 24.03 When an employee approaches 65 years of age, the employee shall be advised by the Employer not later than May 1, that the employee will be retired on June 30th of that year.

The employee may elect to retire on the first of the month following the employee's 65th birthday prior to June 30th with appropriate notice to the ${\tt Employer}$.

24.04 O.H.J.P.

The Employer agrees to pay 100% of the billed rate of the premiums for employees participating in the basic Ontario Health Insurance Plan (0.H.I.P.).

24.05 Group Life Insurance

The premium for Life Insurance equal to one time the basic annual salary to be paid by the Employer. The premium for additional options to be paid by the Employee at the current rate on a voluntary basis. For permanent part-time employees, 20 hours per week will be used to compute a basic annual salary.

24.06 Long Term Disability

Long Term Disability is available to all permanent employees on staff as of January 1, 1974. Cost to the employee as per schedule. The employee shall pay 100% of the premium. Participation is compulsory for new employees hired after the signing of this agreement.

24.07 Extended Health Care Plan

The Employer agrees to undertake the payment of one hundred per cent (100%) of the billed rate of the Blue Cross Extended Health Care Plan \$10-\$20 deductible, with no co-insurance.

24.08 Dental Plan

Effective July 1, 1986 the Employer agrees to pay 100% of the billed rate of the premium for employee participation in the Canada Life Dental Plan "A".

Participation is compulsory for new employees governed by this Agreement.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.01 <u>Definition</u>

Technological Change means the introduction of equipment significantly different in nature, purpose and complexity from that previously utilized such that:

- 1. Proper utilization of the equipment requires the employer to train the employee who will be required to use the equipment.
- 2. The use of the equipment results in changes in the manner in which the employer carries on his operations where these changes will result in adverse effects on existing employees.

Advance Notice

When the employer is considering the introduction of technological change:

- (a) The Employer agrees to notify the Union as far as possible in advance of its intention, and to update the information provided as new development arise and modifications are made.
- (b) The foregoing notwithstanding, the employer shall provide the Union, at least sixty (60) days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees. The notice shall be given in writing and shall contain pertinent data, including:
 - (a) the nature of the change
 - (b) the date on which the employee proposes to effect the change
 - (c) the approximate number, type and location of employees likely to be affected by the change.

Job Security

When there exists the possibility of an employee being dismissed, laid off or having his/her normal earnings reduced as a result of technological change the change will be introduced only after the Union and the Employer have reached agreement on the appropriate new classifications and rates if necessary and have reached agreement regarding measures to be taken to protect the employees from any adverse effects on job security. If the Union and the Employer fail to agree upon such measures, the matter may be referred by either party to arbitration for the purpose of determining such matters.

No employee is to be dismissed, laid off or have his/her normal earnings or working hours reduced as a result of technological change.

Retraining

Where new or greater skills are required than already possessed by the affected employees, such employees shall at the expense of the employer, be given a reasonable period of time without reduction of hours of work or rates of pay during which they may acquire the necessary skills required by such change.

ARTICLE 26 - NO CONTRACTING OUT

26.01 The Employer will not contract out work normally performed by the employees within the bargaining unit without the prior agreement of the Union. This undertaking shall have no effect in the event of an illegal work stoppage or a situation of emergency. Notwithstanding the above, no other clause in the collective agreement will be used to circumvent this clause.

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ARTICLE 27 - CORRESPONDENCE

27.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be given by prepaid registered mail as follows:

To the Employer: Director

Royal Ontario Museum 100 Queen's Park

Toronto, Ontario

M5C 2C6

To the Union Service Employees International Union

Local 204

1 Credit Union Drive

Toronto, Ontario

M4A 2S6

27.02 Any such communications given under this Agreement shall be deemed given and received as of the business day following the date of mailing.

ARTICLE 28 - RESPONSIBILITIES

28.01 In all cases the Employer shall pay for the defense and penalties of an employee charged with an offense arising out of the exercise of his duties to the Museum, on or in relation to the property of the Museum.

28.02 The Union and Employer, during the term of this Agreement shall establish a job description for all classifications to be mutually agreed upon by both parties.

ARTICLE 29 - DURATION AND MODIFICATION OF AGREEMENT

29.01 This Agreement shall continue in effect from July 1, 1989 until June 30, 1991, and shall continue automatically for annual periods of one (1) year each, unless either party notifies the other, in writing, within the period of ninety (90) days next preceding the expiration date of this Agreement, that it desires to amend or terminate it.

29.02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiration date, it shall expire unless it is extended for a specific period by mutual agreement of the parties.

29.03 Printing of Agreement: It is agreed that the cost of printing the new collective agreement in booklet form shall be equally shared by the Employer and the Union.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 644 day of Sane 1990.

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 204

G. A.

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AF/CP

ROYAL ONTARIO MUSEUM

SCHEDULE I

	V	VAGES
CLASSIFICATION	Dec. 1, 1989	July 1, 1990
*Lead Hand - Service Worker I	12.59	13.35
Service Worker I	11.77	12.48
*Lead Hand - Service Worker II	12.36	13.10
Service Worker II	11.55	12.24
Lead Hand - Security Officer	12.59	13.35
Security Officer	11.77	12.48
Maintenance Mechanic I	14.55	15.42
Maintenance Mechanic II	13.54	14.35
Engineers	16.23	17.20
Maintenance Electricians	16.76	17.77
*Lead Hand - Maintenance & Engineer	s 17.93	19.01

Standard work week 40 hours for all classifications

*Lead Hands will be paid 7% more than the wage rate for their classification.

**Security Auxiliary Gr	oup -	8.83	9.36
Special Exhibits	-		

**Security Auxiliary Group will be paid at the rate of 75% of the regular Security Officer rate.

Probationary - Security Office	r 11.45	12.14

SHIFT PREMIUM

Midnight Shift Premium:	. 64	. 68

When the greater part of a shift is scheduled between the hours of 11:00 p.m. and 8:00 a.m. a shift premium will be applied to the total hours worked for that shift.

Evening Shift Premium:	. 24	. 26

When a greater part of a shift is scheduled between the hours of 6:00 p.m. and 12 midnight a shift premium will be applied to the total hours worked for that shift.

Note: 4% retroactive pay from July 1, 1989 to November 30, 1989 to all employees for all hours paid, plus \$100 signing bonus.

LETTER OF UNDERSTANDING

1. Re: Hours of Work

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The parties will establish an ad-hoc committee comprised of one (1) full-time security staff employee and one (1) part-time security staff employee plus 2 managerial staff to discuss on a consultative basis the best schedule for the security staff. Such committee to be struck within ninety (90) days of the ratification of the Collective Agreement.

2. Re: No Contracting Out

Re: New Gallery Spaces

During the course of the collective bargaining for the 1989-91 renewal collective agreement, the Union raised the concern that the Museum may attempt to contract out work normally performed by the bargaining unit employees in the newly opened gallery spaces.

The Museum indicated to the Union:

- 1. that it views the new gallery spaces as part of the ROM establishment;
- 2. that in accordance with Article 26.01 of the collective agreement, the Museum will not contract out work normally performed by the employees in the bargaining unit without the prior agreement of the Union; and
- that, as such, work in the new gallery spaces normally performed by the bargaining unit, will not be contracted out without the prior agreement of the Union.

It is understood, also prusuant to Article 26.01, that this undertaking shall have no effect in the event of an illegal work stoppage or situation of emergency.

3. Re: Statutory Holidays

It is understood between the parties that a Director's Holiday shall be specifically a holiday defined as a holiday declared in the absolute discretion of the Director and shall be applicable only when specifically declared to be for the benefit of employees of this bargaining unit. It shall be a holiday in addition to any paid or statutory holiday or holiday arising pursuant to the terms of the Collective Agreement.

For purposes of payment, a Director's holiday will be treated in the same manner as a paid or statutory holiday pursuant to the terms of the Collective Agreement. The Union specifically acknowledges that the declaration and granting of any Director's holiday in any year will not serve as a precedent nor establish a practice for the granting of any Director's holiday at any future time.

4. Re: Part-time Scheduling

The practice of assigning regularly required hours available for part-time employees for the following part-time employees will continue:

Peter Maguire Anthony Harrison Susan Redalaar Frances Beaulieu

It is understood that should any of the above mentioned employees cease to be part-time employees in the bargaining unit, for any reason, or choose to accept flexible schedules, neither the regularly required hours nor the regular assignment of such hours to any specific employee will be continued under this provision.

All other part-time employees will have the opportunity to choose their personal choice of work schedule as follows:

The Museum will post a work schedule every two weeks. Within 48 hours of posting part-time employees will indicate their personal preference on said schedule, paying due regard to seniority. This preference will be based on a minimum of 20 and a maximum of 24 hours.

Employees agree not to schedule themselves into overtime. The above mentioned schedule will remain posted at all times. If any disagreement arises between employees regarding preferential shifts, the Museum will assign shifts so affected by seniority.

It is understood that should any hours remain vacant, the Employer may schedule employees as necessary. The parties agree that the terms and requirements of the Collective Agreement apply where appropriate.

5. Re: Lead Hand - S. W. L.

The ROM will ensure a leadhand assignment is made among the service worker I staff working on the afternoon shift.

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FOR THE EMPLOYER	FOR THE UNION
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