



THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF JULY, 1996

BETWEEN

ROM

THE ROYAL ONTARIO MUSEUM

(HEREINAFTER REFERRED TO AS [REDACTED])

~ AND ~



THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 543

(HEREINAFTER REFERRED TO AS THE •UNION•)

TABLE OF CONTENTS

Article	Title	Page(s)
—	Preamble	5
1	Recognition	5
2	Relationship	6-7
3	Personal Contract for Service	7-11
4	Management Functions	12
5	Union Security	13
6	Representation	14-15
7	Part-time Employees	15
8	Discharge & Discipline	16
9	Grievance Procedure & Arbitration	17-20
10	Probationary Employees	21
11	Seniority	21-22
12	Job Posting and Transfer	23-25
13	Layoff	26-31
14	Recall	32-33
15	Hours of Work/Premium & Overtime	34-36
16	Paid Holidays	37
17	Benefit & Pension Plans	38-39
18	Vacations	39-40
19	Jury Duty	41
20	Bereavement Leave	41
21	Leave of Absence	42-47
22	Sick Leave	48
23	Responsibility Allowance	49
24	Bulletin Boards	49
25	Technological Change	50
26	Job Evaluation	50
27	Salary Administration	51-57
28	Health and Safety	58-59
29	Labour Management Committee	60

TABLE OF CONTENTS (continued)

30	Union Representation to the Board	60
31	Contracting Out	60
32	Volunteers, Persons not Employed by the Museum, and Students	61
33	Renewal, Amendment and Termination	62

APPENDICES

A	Performance Evaluation & Staff Development	63-64
B	Workplace Daycare Centre	65
C	Provision of Office Space	66-67
D	Supplemental Unemployment Benefit Plan	68
E	Letter of Understanding Regarding Sick Leave and Long Term Disability	69
F	Letter of Understanding Regarding Employees' Share Of Unemployment Insurance Premium Reduction	70
G	Letter of Understanding Regarding Beliefs	71-72
H	Letter of Understanding Regarding Benefits Program	73
I	Letter of Understanding Regarding Job Evaluation	74-75
J	Letter of Understanding Regarding Time Away From Regular Work	76-78
K	Letter of Understanding Regarding Recognition of Employees in the Bargaining Unit	79-81
L	Letter of Understanding Regarding Salary Adjustments	82
M	Job Classifications	83-86
N	Salary Schedule 1996-1998	87

JOB EVALUATION PLAN

See Separate Manual

PREAMBLE

The purpose of this Agreement is to maintain and further develop harmonious relations between the Royal Ontario Museum and the members of the Bargaining Unit, to acknowledge the value of joint discussions in all matters pertaining to working conditions and employment; to further the aims and objectives of the Museum, in a spirit of cooperation and understanding; and, to promote the morale and well-being of all.

The parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01** The Museum recognizes the Union as the sole bargaining agent for all employees of the Museum save and except those employees excluded under the certificate issued by the Ontario Labour Relations Board, dated the 3rd day of June, 1980.

ARTICLE 2 - RELATIONSHIP

- 2.01** Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employees because of membership or nonmembership in the Union, or because of activity or lack of activity in the Union; and further, the Museum and the Union agree there shall be no discrimination by reason of age, race, creed, colour, nationality, origin, political or religious affiliation, sex, sexual orientation, marital status or handicap.
- 2.02** Except for those employees hired under a personal contract for service for a fixed term or project, there will be no individual agreement with any employee which would infringe in any way upon the rights granted herein to the employee.
- 2.03** The Museum agrees that it will not fill any existing full-time position with an employee hired under a personal contract for service for a fixed term or project, or with a grant-funded employee, or with two or more employees who regularly work less than twenty-four **(24)** hours per week and whose hours in the aggregate regularly equal twenty-four **(24)** hours per week or more, without the prior agreement of the Union.
- The Union shall give a written answer to the Museum within five **(5)** working days of its receipt of the Museum's written request for such agreement. The Museum's written request shall be addressed to the President of the Local and a copy shall be sent to the Secretary of the Local. In the event that the Union fails to respond within five **(5)** working days of the receipt of the request, the Museum shall be deemed to have received the agreement of the Union; however, the said period of five **(5)** working days may be extended upon the written agreement of the Union and the Museum.

2.04 The Museum will supply the Union quarterly with a list of all jobs in the bargaining unit, and the employees therein.

Such list shall contain the following information:

- (a) job title, department, name(s) and status of employee(s);
- (b) job rating and classification;
- (c) salary of existing employee(s);
- (d) date of appointment of employee(s) to current job;
- (e) vacant jobs;
- (f) dormant and obsolete jobs.

2.05 The parties agree that they will share equally the cost of printing the Collective Agreement, including the Job Evaluation Plan.

ARTICLE 3 - PERSONAL CONTRACT FOR SERVICE

3.01 The term of a personal contract for service shall not exceed one year. However, the initial contract may be renewed for up to but not more than one additional year. Employees retained beyond two years on contract shall be deemed employees with seniority and shall not be subject to additional probationary or trial periods for that position.

These contracts, and any renewal thereof, shall be in writing with a copy sent to the Union.

3.02 In the event that an employee hired under a personal contract for service for a fixed term or project is retained as a full or part-time employee in the bargaining unit, his/her name shall be added to the seniority list and seniority shall accrue from the date of the commencement of his/her contract for service, subject to all adjustments provided for elsewhere in this Agreement.

3.03 In no event shall the grievance and arbitration procedure be used to contest the termination of a contract employee except where the employee claims unjust dismissal. Termination as a result of the specified termination date, or for reasons beyond the control of the Museum shall not be grieved or submitted to arbitration. Contract employees hired under a formal contract for service shall not have recourse to layoff or recall procedures.

3.04 **Benefits**

Contract employees are eligible for:

(a) Major Medical and Semi Private Hospital Care (17.02)

and

(b) Group Life Insurance Plan (17.05)

and shall receive an additional 4% of their current salary in lieu of all other Benefits.

3.05 **Sick Leave**

Contract employees are eligible for paid sick leave at the rate of one (1) day per month. Unused sick leave as provided for herein shall accumulate at that rate during the term of the contract and during the term of any renewal thereof. Sick leave may be used exclusively to prevent loss of wages in any case of incapacity as a result of bona fide sickness or injury.

3.06 **Vacations**

Contract employees having a contract not exceeding twelve months shall receive a payment of 6% of his/her salary in lieu of paid vacation on the completion of the contract. If a contract employee's service extends beyond twelve months, he/she shall be entitled to paid vacations as set out in Article 18.

3.07 All other terms and conditions of this Agreement apply except:

Article 11	Seniority
Article 13	Lay off
Article 14	Recall
Article 23	Responsibility Allowance
Article 25	Technological Change

and

Article 17	Benefit & Pension Plans
Article 18	Vacations
Article 22	Sick Leave,

with these last three Articles modified by 3.04, 3.05 and 3.06 respectively.

3.08 The Museum **will** lay off an employee on personal contract for service in order to avoid the indefinite lay off of an employee with seniority who is employed in the same job family and able and qualified to perform the work of the employee on personal contract for service.

- 3.09 (a)** Contract employees shall be notified in writing of pending renewal, continuation as an employee with seniority, or termination of their contract no less than twenty **(20)** working days prior to the specified termination date of their contract or renewal.
- (b)** If, within three months of the date on which he or she last worked for the Museum, a contract employee is rehired to perform substantially the same work in or for the unit with which he or she was previously associated, such rehiring shall be treated (for the purposes only of determining service or seniority under this Article) as a retroactive renewal of the individual's personal contract for service.
- (c)** The minimum period of renewal shall be twenty working days.
- (d)** If, instead of rehiring a contract employee whose personal contract has not been renewed (the 'previous contract employee'), the Museum, within three months of the date on which the previous contract employee last worked for the Museum, hires another individual on a personal contract for service (the 'subsequent contract employee') to perform substantially the same work in or for the unit with which the previous contract employee was associated, the subsequent contract employee shall be regarded under paragraph 3.09 (b) as if he or she was rehired as the previous contract employee, except that in that instance, the date of commencement of the subsequent contract employee's contract for service shall fix his or her seniority under Article 3.02.

Furthermore, the Museum agrees that it will not within three months of the date on which the previous contract employee last worked for the Museum, contract out the performance of substantially the same work in or for the unit with which the previous contract employee was associated.

3.10

In the event the Museum receives grant funding from any external agency to employ an employee for a special project to perform work of the type performed by members of the bargaining unit, the Museum will use its best efforts to pay at the appropriate grade level. However, the rate of pay will be determined by available funding if the funding is insufficient to meet the rate established in the Agreement.

If the grant funding extends beyond the time when the employee has moved from the status of personal contract to one of employee with seniority, the employee shall be paid the full job rate for the position.

The Union acknowledges that the grant funding received from the external agency is outside the control of the Museum, and shall accept the termination of the grant as satisfactory proof of financial necessity as provided for in Article 13.02.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01** The Union recognizes that the operation and management of the Museum and the direction of the **work** force are fixed exclusively with the Museum and shall remain solely with the Museum except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Museum to:
- (a)** maintain order, discipline and efficiency;
 - (b)** hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees, provided that a claim of discriminatory classification, demotion or transfer or of discharge or discipline contrary to this Agreement may be the subject of a grievance and dealt with in accordance with the grievance and arbitration procedures hereinafter described;
 - (c)** establish and enforce rules and regulations to be observed by employees, provided that such are not inconsistent with the provisions of this Agreement;
 - (d)** generally to manage and operate the Museum in **all** respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning its operations.

ARTICLE 5 - UNION SECURITY

- 5.01** All employees will be subject to the compulsory deduction of regular monthly Union dues in such amount as is specified by the Union to the Museum. Dues shall be deducted in equal instalments from each pay of the employee in each month and forwarded to the Director of Financial Administration of OPSEU.
- 5.02** The Union will save the Museum harmless from any and all claims against it for the deduction of Union dues made and remitted as set out in Clause 5.01 hereof.
- 5.03** The Museum undertakes to inform new employees in the bargaining unit that the Collective Agreement is in effect. The Museum will distribute a copy of this Agreement to new employees during their induction and the Union Steward for that particular department will be notified in writing of the arrival of the new employee.
- 5.04** The Museum will provide to the Union each month a list of bargaining unit employees hired in the previous month, and the name of any employee whose status has changed from contract to employee with seniority.

ARTICLE 6 - REPRESENTATION

6.01 (a) The Museum acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees who have completed their probationary period. The employee members of the Negotiating Committee will be paid by the Museum for hours spent during their respective normally scheduled working hours in meetings with the Museum's bargaining committee in respect of negotiations for the amendment of this Agreement as contemplated by Article 33, prior to any conciliation, mediation or voluntary arbitration proceedings.

In addition, in order that the Negotiating Committee may properly prepare for bargaining, the Committee members shall each be entitled to up to 70 hours' leave prior to and during the negotiating process up to conciliation without loss of pay or other benefits. Reasonable notice shall be given to the Museum before leave is to be taken. The duration of cumulative days taken shall not exceed three (3) at one time.

(b) The Museum will recognize a Local Executive Committee composed of a maximum of nine employee representatives to assist employees in the administration of the Agreement. The Union agrees to supply the Museum with the names of the members of the Local Executive Committee and its officers, and any changes thereto.

6.02 The Union acknowledges that the members of the Local Executive Committee must continue to perform their regular duties; and, except as provided for herein, that all activities of the Local Executive Committee will be carried on outside of the regular working hours of the members thereof, unless otherwise permitted by the Museum after request for permission to carry on such activities during regular working hours.

An employee representative who attends a grievance meeting with a representative or representatives of the Museum as contemplated by Article 9 shall be paid at his/her regular rate for time so spent during

his/her scheduled working hours, provided that s/he shall have first obtained permission to attend such meeting from his/her immediate supervisor. The Museum agrees that permission to attend a grievance meeting or to investigate grievances shall not be unreasonably withheld, and the Union agrees that no more than two employee representatives shall attend or seek to attend a Step 3 grievance meeting with the Museum's representative.

- 6.03** Participation by bargaining unit members in joint Union-Management committees as provided for elsewhere in this Agreement, shall be considered to be Museum work as distinct from Union work as set out in this Article.

ARTICLE 7 - PART-TIME EMPLOYEES

- 7.01** The parties expressly acknowledge that there is included in the bargaining unit described in Article 1 hereof, employees who were hired to work and regularly work 24 hours per week or more, but less than 35 hours per week and that the term "part-time employee" used hereinafter shall refer only to such employees and shall not include individuals excluded by the certificate of the Ontario Labour Relations Board dated the 3rd day of June 1980, on the basis that such individuals regularly work less than 24 hours per week.
- 7.02** A part-time employee is covered by all provisions of this Agreement and shall receive proportionately all benefits and be subject to proportionately all conditions of this Agreement. The proportion shall be based upon the ratio of hours worked by the part-time employee to the greater of the regular hours for the same class of work under this Agreement and a normal work week as defined in Article 15.01.

ARTICLE 8 - DISCHARGE & DISCIPLINE

- 8.01** No employee, other than an employee who, at the time of discharge, has not completed the probationary period specified in Article 10.01, shall be discharged except for just and sufficient cause; and no employee shall be disciplined except for just and sufficient cause.
- 8.02** An employee who is called before his/her supervisor concerning any disciplinary matter, shall be accompanied by a Union representative. If the employee receives a reprimand or is suspended, this shall be confirmed in writing within two working days, with a copy sent to the Union. If the employee is discharged, this shall be confirmed in writing on the same day, with a copy sent to the Union.
- 8.03** Disciplinary letters shall be removed from the employee's file eighteen months from their issue date.
- 8.04** Employees shall, by appointment, have access to view and copy their personal files.

ARTICLE 9 - GRIEVANCE PROCEDURE & ARBITRATION

- 9.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible. To this end, the parties agree to initiate grievances promptly by bringing them to the attention of the other party as soon as possible in each instance. It is understood that a complaint will not constitute a grievance until an employee has afforded his/her immediate supervisor an opportunity to review and, if necessary adjust the complaint. Such complaint shall be raised with the employee's supervisor within five (5) working days following the date on which the circumstances which gave rise to the complaint became known or ought to have been known to the employee. The supervisor shall answer the complaint within five (5) working days. If the supervisor's decision is not satisfactory to the employee concerned, then the formal grievance procedure may be used within five (5) working days of receipt of the supervisor's answer; or, failing an answer within the time limit, then within ten (10) working days of the date the complaint was first presented.
- 9.02** No grievance shall be considered where the events giving rise to it occurred or originated more than fifteen (15) full working days before the filing of the grievance.

9.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1 The aggrieved employee shall present his/her grievance to his/her supervisor on the Grievance Form provided by the Union. The information presented on the Grievance Form shall include, without limitation, the Article or Articles, Section(s) and Subsection(s) alleged to be violated or that require interpretation. The employee shall have the assistance of a Union representative if so desired. The supervisor shall give a written decision within two (2) full working days following presentation of the grievance. If the employee's supervisor is also the employee's department head, the grievance may be initiated at Step 2. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

STEP 2 Within three (3) working days after the decision is given at Step 1, the aggrieved employee may, with the assistance of a Union representative, present the grievance to the Department Head, who shall render his/her decision in writing within three (3) full working days following presentation of the grievance. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows:

STEP 3 Within four (4) full working days after the decision is given under Step 2, the grievance may be submitted to the Director, or his/her designee, who shall be a member of senior management. The Director or his/her designee shall meet within five (5) working days with the two local Union representatives, who at the request of either party may be accompanied by a Representative of the Ontario Public Service Employees Union. The Director or his/her designee will render his/her decision in writing within five (5) full working days following such meeting.

9.04 **Policy Grievance**

A policy grievance is defined as an alleged violation of a specific provision(s) of this Agreement that affects the interest of either party to the Agreement. Such a grievance may be filed directly at Step 3.

9.05 Group Grievance

A group grievance is defined as an alleged violation of a specific provision(s) of this Agreement that affects more than one employee in a department and where identical relief is sought. The Union may sign the grievance on behalf of the employees and initiate it directly at Step 2.

9.06 Dismissal Grievance

An employee, other than a probationary employee, who has been discharged and decides to grieve that discharge, may present that grievance directly at Step 3, provided that said grievance is filed within three working days of having been notified of such discharge.

9.07 Non-disciplinary Grievances

A grievance by an individual employee or a group of employees on a subject which is not disciplinary in nature may be initiated at Step 3 if the Union or employee so desires, provided a complaint has been made under Article 9.01.

9.08 Any time limit may be extended by written agreement between the parties.

9.09 The Union will reimburse the Museum for all monies paid to employees during such time as those employees are involved in the preparation or attendance at arbitration of any situation **not** resolved at Step 3.

9.10 Arbitration Procedure

The parties to this Agreement are agreed that any dispute or grievance concerning the application, interpretation or alleged violation of this Agreement, which has been carried through all steps of the grievance procedure as set forth in this Agreement and which has not been settled, may be referred to arbitration as set forth below at the written request of either of the parties hereto.

If no written request for arbitration is received within ten (10) working days after the decision under Step 3 is given, the grievance shall be deemed to have been settled in accordance with the decision given at Step 3 and shall not be submitted to arbitration or be deemed arbitrable.

If the Museum or the Union requests that a grievance as above provided be submitted to arbitration, it shall proceed as described under Section 44 (2) of The Labour Relations Act, except that the parties may agree that any grievance shall be submitted in lieu of a Board, to a mutually acceptable sole arbitrator selected within the time limited by Section 44 (2), for the constitution of an Arbitration Board.

The Board of Arbitration, or single arbitrator, as the case may be, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

No adjustment effected hereunder or any arbitration award shall be made retroactive beyond the date on which the grievance was formally discussed or presented. Where the grievance relates to a dispute concerning pay or the appropriateness of an employee's classification, the adjustment may be retroactive to the date upon which the employee was incorrectly paid or classified, provided that such grievance was initiated in strict compliance with the requirements of Article 9, failing which the adjustment shall be limited as aforesaid.

ARTICLE 10 - PROBATIONARY EMPLOYEES

- 10.01** Unless the parties agree, in writing, to an extension of the probationary period, all employees shall be considered probationary employees until they have worked for a period of up to one hundred and twenty days following the most recent date of hire to the Museum. During this probationary period, a written performance evaluation will be conducted and discussed with the employee.
- 10.02** A probationary employee shall receive all the benefits of this Agreement not otherwise excluded. The dismissal of a probationary employee, regardless of cause, shall not be made the subject-matter of a grievance or submitted to arbitration by the employee, the Union or otherwise.

ARTICLE 11 - SENIORITY

- 11.01** Seniority is defined as the length of accumulated service with the bargaining unit and, upon the successful completion of the probationary period, is calculated from the most recent date of hire to the Museum, subject to adjustments included in this Article.
- 11.02** Seniority shall accumulate under the following conditions:
- (a)** while on layoff to a maximum of twenty-four months, or to an amount equal to accumulated seniority, whichever is the lesser.
 - (b)** while on any leave of absence with pay.
 - (c)** while on any leave of absence without pay to a maximum of *six* months.
 - (d)** while absent from work and receiving compensation under the Workers' Compensation Act.

- 11.03** Seniority and the employment relationship shall be terminated if an employee:
- (a) voluntarily quits.
 - (b) is discharged and such discharge is not reversed through the grievance procedure.
 - (c) is on layoff in excess of the time provided for in **11.02** (a) above.
 - (d) following a layoff, fails to notify the Museum of intention to return to work within two working days of receipt of notice by registered mail to return to work, mailed to the employee's last address as set out in the employee's record. It shall be the employee's responsibility to keep the Museum informed of any change in address.
 - (e) having notified the Museum of the intention to return to **work** as provided for in (d) above, fails to do so.
 - (f) fails to return from an approved leave of absence.

An employee's name will not be removed from the seniority list in circumstances described in (d), (e) and (f) if satisfactory reason or extenuating circumstances exist.

- 11.04** A Seniority List as at June 30th of each year shall be posted on the Museum's bulletin board and copies will be sent to the George R. Gardiner Museum of Ceramic Art, the McLaughlin Planetarium building, the Sigmund Samuel Building, and a copy given to the Union. The list shall include employee name, seniority date, and any adjustments. The employee or the Union shall notify the Museum in writing of any apparent inaccuracy within fourteen (**14**) days of posting. Notwithstanding the foregoing, if an employee was unable, due to absence from the Museum, to examine the list during the fourteen (**14**) day period, the employee shall be afforded the same opportunity within seven (**7**) calendar days of his/her return. Seniority dates established prior to June 30, **1991** shall be maintained.

ARTICLE 12 - JOB POSTING AND TRANSFER

- 12.01** The Museum will post notice of all bargaining unit job openings on the Museum's bulletin board for a minimum period of five (5) working days. Copies of the posting will be sent to the George R. Gardiner Museum of Ceramic Art, the McLaughlin Planetarium building, and the Sigmund Samuel Building. The Museum agrees to receive during the five (5) working day posting period, written applications from employees desirous of being considered for the vacancy. The Museum shall consider all timely applications from its employees before commitment is made to fill the job opening with an applicant from outside the bargaining unit.
- 12.02** A candidate shall be selected on the basis of his/her qualifications and abilities, including, without limitation, educational qualifications, type of experience, training, individual abilities, reliability, efficiency and attendance. If, in the opinion of the Museum, two or more candidates are capable of performing the work satisfactorily and are relatively equal in respect of their qualifications and abilities, then seniority will be the controlling factor in selecting the candidate. If, in the opinion of the Museum, the candidate selected proves him/herself suitable, able and competent to perform the duties and satisfactorily completes a trial period as specified in Article 12.05, the employee shall then be confirmed in that position.
- 12.03** Where an internal applicant is unsuccessful in a job competition, the Museum will so notify the employee in writing, and if requested, discuss reasons.
- 12.04** During a trial period as provided for in Article 12.06 and at any time prior to confirmation pursuant to the foregoing clause, an employee may return to his/her former job and salary if that employee so desires or may be returned thereto if the employee is not performing the duties satisfactorily.

The Museum will return employees who have been promoted or transferred as a direct result of such a trial period to their former jobs and salaries with seniority, or may relocate them to equivalent positions for which they are qualified.

It is understood that the trial period provided for in Article 12.06 shall only be applied to employees who have successfully completed a probationary period within the Museum, and the right to be returned to a former position pursuant to this article shall be applied only to employees assuming the new position from a position in the bargaining unit.

12.05 In the event that an employee selected for a trial period:

(a) elects to terminate his/her trial period, and return to his/her former job and salary;

or

(b) at any time during the trial period before confirmation in his/her classification, is returned to his/her former job and salary;

such return shall be confirmed without prejudice to the employee's future promotion opportunities, provided, however, that any application by such employee for promotion to a vacancy in the same classification made within six (6) months of the date of his/her return to his/her former position need not be considered by the Museum.

12.06 An employee who is selected for a trial period in a new or vacant position shall be confirmed in that position when s/he has actually worked at it for a period of sixty (60) calendar days. Such trial period may be extended or waived by mutual agreement between the Museum, the employee and the Union.

12.07 In the event that the Museum determines to transfer one or more employees, the employees to be transferred shall be selected on the basis of qualifications and abilities which include, but are not limited to, educational qualifications, type of experience, training, individual abilities, reliability, efficiency and attendance.

If, in the opinion of the Museum, two or more candidates for transfer are capable of performing the work in question satisfactorily and are relatively equal in respect of their qualifications and abilities, then seniority shall be the controlling factor in selecting the candidate for transfer. In such circumstances, the senior employee selected will have the right to reject a transfer.

The Union and the affected employee(s) will be notified in writing of the transfer.

12.08 The Union will be provided with copies of job postings in relation to all job openings within the bargaining unit.

12.09 The reclassification of a position as a result of a decision of the Job Review Committee shall not be considered to create a vacancy.

ARTICLE 13 - LAYOFF

13.01 The parties agree that lay-offs should only be implemented as a last resort. The parties also recognize that seniority and bumping rights arising from seniority in the event of a lay-off are basic rights of members of the bargaining unit. The parties also recognize and will act to ensure that all employees involved in the lay-off and bumping processes are given full respect as employees and persons.

Should the Museum contemplate lay-offs, it will advise the union as soon as practical but no later than 30 working days prior to notice of lay-off being given to the affected employees. The parties will meet within 5 working days into this period to enter into dialogue to share all relevant information on the reasons for lay-off, to discuss possible solutions, and to attempt to find alternatives and minimize lay-offs. Information regarding potential lay-offs will be kept confidential by all parties except as they may otherwise mutually agree.

Should alternatives to lay-offs not be possible, the parties will make all diligent efforts to minimize the impact of bumping in order to reduce the negative impact on the workplace and on employees.

13.02 Lay off of employees in the bargaining unit shall only be for reasons of financial necessity or redundancy. The Museum agrees that it will not lay off any employee in order to have substantially the same work in or for the same department with which the employee was associated performed by a grant-funded employee or by two (2) or more employees who regularly work less than twenty-four (24) hours per week and whose hours in the aggregate regularly equal twenty-four (24) hours per week or more.

13.03 The amount of notice an employee who is to be laid off will receive shall be as much as possible, but

(a) in the case of a temporary layoff (thirteen weeks or less), not less than ten working days

or

(b) in the case of an indefinite layoff (exceeding thirteen weeks), employees with less than three years' employment shall be given no less than twenty working days and employees with three or more years' employment shall be given no less than sixty-five working days.

Notice of lay off, or where due notice has not been given, pay in lieu thereof shall be given as above or as required by the Employment Standards Act, whichever is the greater.

Where an employee is required and agrees to continue working at his/her job until the end of the notice period, and does continue to work as required, he/she shall receive no less than four weeks additional salary exclusive of any other amounts provided for in this agreement, provided that the employee does not exercise bumping rights during the notice period.

13.04 Severance will be paid, in accordance to regulations, to an employee who is laid off for an indefinite period and who has 3 or more years of service including any applicable period of notice in the amount of two weeks per year of service, to a maximum of 40 weeks, provided that the employee has not obtained reasonable alternate employment within the Museum during the notice and recall periods specified in this agreement, or has waived the right to recall.

In addition, an employee with seniority who relinquishes his/her bumping rights under 13.06(g) and decides to sever his/her relationship with the Museum shall receive an additional 2 weeks salary per year of service to a maximum of 12 weeks salary pro-rated monthly.

13.05 Any employee who is to be laid off shall continue to enjoy benefit coverage as provided for in this Agreement during the period of actual notice or as required by the Employment Standards Act, whichever obligation on the Museum is greater.

13.06 An employee with seniority may exercise that seniority to replace (bump) the most junior employee of the same or lower salary grade, whose duties the employee is qualified and able to perform.

- (a) The following procedures may be initiated by the laid off employee any time during his or her notice period or while on recall.
- (b) Should the employee bump during his or her notice period, and the employee bumps another employee in a lower salary grade he or she shall be placed in the step determined by length of service in the higher position held prior to bumping which shall take effect on the first working day following the last day of the notice period, regardless of whether the employee has received notice or pay in lieu of notice.
- (c) Within ten (10) working days of notice of lay-off as specified in Article 13.03, the Museum shall prepare and provide to the Union, a list of all positions in the bargaining unit by salary grade and, within each salary grade, by seniority. The Museum agrees to provide the Union with any changes that occur subsequent to the above list being issued.

Employees on lay-off shall be given by the Union a copy of the portion of the list for which the salary grade is the same or lower than the laid-off employee's position, and include all positions in those classifications with incumbents with less seniority than the laid-off employee.

Employees on lay-off shall be given by the Museum a copy of their current job description on file in Human Resources.

- (d) If the employee wishes to bump, he or she will, in consultation with the Union and Human Resources, consider first the position with the most junior employee in terms of seniority in the same salary grade as the laid-off employee. The Museum will provide the laid-off employee with a copy of the current Job Description for the job of that junior employee.

Information regarding potential bumping will be kept confidential by all involved in the dialogue, except as the parties may otherwise agree.

If the laid-off employee is not qualified or able to perform that job, then the same procedure shall be repeated for the next most junior employee in the same salary grade.

- (e) If the laid-off employee cannot bump under the above procedure, the same procedure shall be followed with jobs in the next lower salary grade, until a job is found which the employee is qualified and able to perform, or the list is exhausted, subject to the following:

The Museum and the Union agree that “reasonable alternative employment” as specified in the Employment Standards Act shall be considered to include jobs in the same salary grade or in the two salary grades immediately below the salary grade of the employee’s job. Any bumping in the third salary grade below the employee’s job is not considered to be “reasonable alternative employment” but will be allowed if the employee so desires.

Employees who do not find a bump in the same salary grade as their laid-off job, or in the two salary grades immediately below the salary grade of the employee’s job, will have the option of one of the following:

- (i) bumping in the third or lower salary grades below, if a bump is available, or
- (ii) choosing to remain on the recall list, with the continuing right to bump in future if he or she so desires, or
- (iii) shall be deemed eligible to claim severance pay at the end of their notice period.

- (f)** If the employee bumps during the notice period, the employee shall be placed in the new job two weeks after the decision has been reached, or the first work day after the termination date specified in the lay-off notice, whichever date occurs latest. If the employee bumps during the recall period, the employee shall be placed in the job on the first working day following the expiry of the layoff notice period given to the junior employee being bumped.
- (g)** If the employee decides to exercise his/her bumping rights during the notice period, the employee must notify the Museum in writing of his/her intention no later than the mid-point of the notice period.
- (h)** Where an employee is placed in a position as a result of exercising his/her bumping rights, the Museum shall confirm the employee in that position within 60 days. If, in good faith the Museum determines that the employee is unable to perform the requirements of the position, the employee will return to his or her status prior to bumping into that position, without loss of rights and benefits.
- (i)** The full notice period as specified in 13.03 (a) or (b), as applicable, shall apply to the bumped employee.
- (j)** Where an employee who has received notice of lay-off and is required by the Museum to work to the end of the notice period finds alternative employment, the Museum will continue regular salary payments up to the end of the notice period.
- (k)** The parties agree to establish a Redeployment Committee composed of two (2) members from each party.

The Redeployment Committee will review any disputes/disagreements arising from this Article, prior to a grievance being submitted, and make recommendations to the parties regarding resolution of said dispute/disagreement. The recommendations of the committee are not binding on either party. The time limits imposed by Article 9 for submitting a grievance shall not commence until the first working day after the Redeployment Committee has issued a recommendation. Any grievance arising out of this Article shall be initiated directly at Step 3.

- (l) For an employee who has accepted a position at the Museum outside the bargaining unit, where the position does not meet the standard of “reasonable alternative employment” set out in (e) above, this Article shall prevail over Article **13.07**.

13.07 In addition to the rights reserved to by Clause **14.03**, an employee on lay off may apply for any posted opening which might arise during the term of his or her lay off, and the Museum agrees to accept a specific standing application from any employee upon the employee’s commencing an indefinite lay off and will notify the employee of all appropriate vacancies as they occur.

13.08 An employee on layoff who accepts a position at the Museum outside the bargaining unit shall have no further rights under this Agreement, save and except those pursuant to Article **14 - Recall**.

13.09 In the event of a layoff, members of the Local Union Executive Committee shall be retained, provided that there is work available which they are qualified and willing to perform.

13.10 The Museum agrees to discuss and offer to provide services to employees subject to lay off. Such services may include career counselling, job placement and retraining.

ARTICLE 14 - RECALL

14.01 In the event of a recall, persons shall be returned to their original jobs from re-assignment or layoff, seniority being the governing factor.

Original jobs in this context shall mean the job and department the employee was last hired into or confirmed in as the result of a job posting, or in the case of the transfer of the original job as the result of a reorganization, the job to which substantially the same work of the original job has been transferred.

14.02 Persons who fail to respond to recall, as is provided for in Article 11.03 (d) and persons who decline recall offered in accordance with 14.01 shall be deemed to have terminated their employment with the Museum and shall have their names struck from the seniority list.

14.03 Where a job opening occurs that is not filled in accordance with the other provisions of this Agreement, a new employee shall not be hired to fill that job unless persons on layoff who are reasonably qualified to perform the job have been offered, in order of seniority, an opportunity to fill the opening.

Should such offer be declined, or should the person fail to report for work within the specified time, s/he shall remain on the seniority list but recall shall be confined to the provisions of 14.01.

For the purposes of this section (14.03) notification shall be by telephone or telegram. The "specified time" shall be reasonable, but shall not be less than three (3) days unless expressly stated in print by the Museum.

14.04 The onus is on the person on layoff to keep Personnel informed of any change of address while on layoff, at all times.

14.05 Temporary Recall

Temporary recall shall cover circumstances up to a maximum of 6 months.

An offer of temporary recall will not impact on a laid-off employee's seniority or rights to recall under the terms of the ROM-OPSEU Collective Agreement.

A temporary recall has no bearing on the notice and severance pay specified in the original lay-off notice under Article 13.

Employees on temporary recall can participate in all benefits, as well as the pension fund for the duration of the temporary recall, except for long term disability. Employees will also receive 6% vacation pay at the end of the temporary recall.

If this temporary recall lasts beyond a period of one (1) month, the remaining duration of time worked will be added as an extension to the original recall period.

In the event of a temporary recall, when the previous incumbent returns to the position, and/or the temporary recall is discontinued by the Museum, the amount of notice will be 2 weeks.

Employees on temporary recall will not be eligible for additional notice or severance pay as defined in Articles 13.03 and 13.04.

If the period of time for which the laid-off employee is to be recalled is less than 6 months, and the employee declines recall, Article 14.02 and 14.03 shall not apply.

ARTICLE 15 - HOURS OF WORK & OVERTIME

- 15.01** A normal working day shall consist of seven (7) hours of work falling within eight (8) consecutive hours within one 24-hour period. A normal work week shall consist of five (5) normal working days (35 hours worked), commencing on Monday.
- 15.02** The normal hours of work shall commence between the hours of 8:00 a.m. and 10:00 a.m., as may be determined by the Department Head and approved by the Museum.
- The normal hours of work for an employee working other than 9:00 a.m. to 5:00 p.m. (but commencing between the hours of 8:00 a.m. and 10:00 a.m.) shall be approved by the employee's department head in writing.
- 15.03** If an employee and Department Head cannot agree to a change in working hours within the timeframes provided for in 15.02, the Museum and the Union shall meet at least 15 working days prior to the anticipated change to discuss possible alternatives.
- 15.04** Employees shall be entitled to a one-hour unpaid lunch period during each normal working day and to one fifteen (15) minute paid rest period in each half of a normal working day.
- 15.05** Except as provided elsewhere in this Agreement, all time required and authorized by the Museum in excess of thirty-five (35) hours per week shall be considered overtime and compensated for in:
- (a) time off with pay at the rate of time and one-half (1 1/2) times hours worked; or
 - (b) monetary compensation at the rate of time and one-half (1 1/2) of the employee's regular straight time hourly rate.
- The choice of (a) or (b) is to be mutually agreed upon by the employee and the Museum prior to commencing overtime.

15.06 It is understood that where an employee volunteers to work overtime on any day or days to compensate for requested time off during his/her normal working hours, the pay for such employee shall not exceed the hourly equivalent straight time rate of that employee.

15.07 An employee required to report for duty on his/her regular scheduled day(s) off shall be guaranteed at least four **(4)**hours work whether or not four **(4)**hours are actually served.

15.08 The amount of overtime compensation for field work in excess of thirty-five **(35)** hours per week shall be determined, prior to the commencement of the field work, between the employee and the responsible supervisor in writing and not necessarily in accordance with Articles 15.05, 15.06 and 15.07. The amount of agreed upon overtime actually worked shall be compensated at not less than straight time.

15.09 **Regular Non-normal Hours of Work**

Articles 15.01 and 15.02 notwithstanding, the following positions (Front Desk Receptionists, Assistant Supervisor - Visitor Services, and Assistant Manager, Operations, Museumobile Host/Guide, Programs Coordinator - Education Programs, Events Coordinator, Events Assistant, Functions Coordinator, Group Sales Coordinator, Receptionist/Secretary - Museum Sales) with responsibilities for dealing with the public and servicing evening, weekend and holiday programs require regular hours of work on evenings and weekends. Management shall have the right to set and to change the hours of work for employees within such positions provided that:

- (a)** The requirement for hours of work outside the normal hours defined in 15.01 and 15.02 shall be indicated on the appropriate job description and job postings together with the typical hours of work.
- (b)** The total regularly scheduled work week does not exceed thirty-five **(35)** hours.
- (c)** The hours of work permit a regularly scheduled two **(2)** consecutive days off in lieu of a weekend.

- (d) No more than twelve (12) hours are worked in a day excluding lunch and supper breaks.
- (e) The positions to which this section applies be reported to the Union together with the current regularly scheduled hours of work.
- (f) The foregoing shall not apply to or in respect of an employee who, as at October 28, 1987, was employed in a position specifically named herein, unless the employee and the Union consent to its application to such employee.

In the event that the Museum wishes to include other positions under this provision for non-regular hours of work, it shall first secure the consent of the Union prior to any job posting and of any incumbent(s) who have been confirmed in such positions prior to designating the position(s), as subject to this provision.

15.10 Departments having employees to whom Article 15.09 applies shall maintain a complete and accurate record for each employee of all days and hours either worked or taken as paid holidays, vacations, or paid time off together with any arrangements made to compensate for overtime and work on holidays. Said record shall be made available to the employee upon request.

15.11 For an employee in a position that includes responsibilities that are intermittently required to be fulfilled outside normal hours of work and outside the normal work week, the hours of work and work week may be adjusted to include intermittent mornings, evenings and weekend days, provided only that, prior to a position's being designated as requiring intermittent non-normal hours of work, the Museum shall give at least five (5) working days' notice and secure the agreement of the Union and the then incumbent employee to the designation.

ARTICLE 16 - PAID HOLIDAYS

16.01(a) The following paid holidays will be recognized:

New Year's Day	Civic Holiday (Simcoe Day)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
	New Year's Eve.

It being understood that precedent is not being established, special holidays will be granted at the sole discretion of the Museum.

(b) In order to qualify for payment for the above mentioned holidays and under the provisions of Article 16.02, an employee must work his/her regular scheduled shift immediately preceding the holiday and his/her regular scheduled shift immediately following the holiday, unless his/her absence on either or both of these days is occasioned by an authorized absence.

16.02 All hours required and authorized to be worked on a holiday and which are worked shall be paid at 1 1/2 times the employee's equivalent hourly rate, for a minimum of four **(4)** hours, in addition to his/her regular pay for the holiday.

16.03 If one of the above-named holidays occurs on an employee's regular day off or during his/her vacation period, **s/he** will receive an additional day off in lieu of holiday pay.

ARTICLE 17 - BENEFIT & PENSION PLANS

17.01 The Museum shall arrange for the provision of the undernoted coverage with the Museum/Employee share of the costs involved as noted. Employees are subject to the terms and conditions set out in the plans governing the provision of these benefits. Participation is compulsory for all new employees except as herein noted otherwise.

17.02 **Major Medical & Semi Private Hospital Care**

The Museum shall pay 100% of the premium.

17.03 **Dental Plan**

The Museum shall pay 100% of the premium.

17.04 **Long Term Disability Plan**

The Employee shall pay 100% of the premium.

17.05 **Group Life Insurance Plan**

The Museum shall provide, at its cost, basic life insurance coverage equal to the annual salary of the employee. The Museum shall make available to each employee additional life insurance coverage of one, two or three units, each unit being of the same amount as the basic coverage. Participation is voluntary. The Museum shall pay one-third of the premium, and the employee two-thirds, for the coverage selected by the employee.

17.06 Pension Plan

All employees are eligible to be enrolled in the Royal Ontario Museum Pension Plan (C17363). Participation is compulsory at age 35, except under the conditions noted in the Plan. The employee shall contribute an amount equal to 2.5% of that part of salary up to the Year's Maximum Pensionable Earnings under the Canada Pension Plan, and 5% of salary that is in excess of this amount. The Museum shall pay the amount in addition to the employee's contribution required to purchase the pension.

17.07 If the premiums paid by the Employer for any benefit covered by this agreement are reduced as a result of any legislative or other action, the amount of the savings shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

ARTICLE 18 - VACATIONS

18.01 The vacation year is defined as the period from July 1 to the following June 30. At the commencement of the vacation year, each employee shall be credited with annual vacation with pay in accordance with years of service accrued as of the commencement of the vacation year, as follows:

Less than five (5) years	15 days;
Five (5) years up to fifteen (15) years	20 days;
Fifteen (15) years or more	25 days.

Should the 5th or 15th anniversary date occur during the vacation year additional vacation days shall be credited as follows:

Anniversary date	No. of days.
July 1 - July 31	5
August 1 - September 30	4
October 1 - December 31	3
January 1 - March 31	2
April 1 - June 30	1

New hires shall be credited upon hire with one and one-quarter (1 1/4) working days for each full calendar month remaining in the vacation year.

- 18.02** Vacations must be taken by all employees entitled thereto and completed by the end of the vacation year.
- 18.03** Notwithstanding the provisions of Article 18.02, an employee may, with the written approval of the appropriate department head, carry over vacation or part of it to the following vacation year, subject to confirmation by the Office of the Associate Director, Human Resources as to the employee's entitlement.
- 18.04** In no event shall an employee take more than 20 working days' vacation at one time, except with prior approval in writing by the Director or his designate.
- 18.05** An employee shall be paid for any earned and unused vacation at the date he/she ceases to be an employee, and any salary paid for unearned vacation used up to that time shall be recovered by the Museum from any monies owing to that employee.
- 18.06** Salary for the vacation period shall be paid on the employee's regular pay day. An employee may request that such payment be made immediately in advance of his/her vacation period.
- 18.07** Employees taking unpaid leaves of absence of more than one (1) month's duration shall have their vacation entitlement prorated by one twelfth (1/12) of the employee's total entitlement for every month on unpaid leave, from the current vacation year's entitlement unless the employee has used his/her entitlement, in which case the following year's entitlement shall be prorated. This section does not apply to pregnancy or parental leave.

ARTICLE 19 - JURY DUTY

- 19.01** If an employee is called for jury duty or subpoenaed as a witness, s/he shall not lose any pay for the necessary time required for such service, provided that the amount paid to the employees for such service is promptly repaid to the Museum. In order to receive payment hereunder, an employee must give the Museum prior notice that s/he has been summoned for jury duty or subpoenaed as a witness, and must furnish satisfactory evidence that s/he reported for jury duty or attended as a subpoenaed witness on the days for which s/he claims such payment.

ARTICLE 20 - BEREAVEMENT LEAVE

- 20.01** Where there has been a death in the family of an employee, the Museum will grant compassionate leave with pay for a period of up to three (3) days.
- 20.02** It is understood that an employee shall not receive payment for absence on a day or days on which s/he would otherwise not have worked.
- 20.03** The Museum may request that the employee provide proof of death.
- 20.04** Additional time shall be made available as Compassionate Leave, with pay, to a maximum of three (3) additional days, where the Employee requires additional travel time in order to attend the funeral of a member of the Employee's immediate family.

For the purpose of this Article, immediate family shall be as follows:
parent, child, spouse, brother or sister.

ARTICLE 21 - LEAVE OF ABSENCE

21.01

- (a) It is expressly understood that employees will not absent themselves from work without first making proper application for and obtaining the Museum's approval to do so.
- (b) Leaves of absence shall, except in emergency situations rendering it impractical for the employee to do so, be applied for in writing; and permission for such leaves shall also be in writing. In emergency situations where it is not possible for a written application to be made, the employee shall notify the Museum of his/her request for a leave of absence with or without pay and obtain his/her immediate supervisor's consent thereto at the earliest possible time.
- (c) It is recognized that leaves of absence must not interfere with the normal operations of the Museum or of the employee's department; but permission for leave of absence with or without pay for personal reasons, including illness or accident or to acquire Canadian citizenship, shall not be unreasonably withheld.
- (d) An employee absent with written permission shall not be considered to be laid-off, and his/her seniority shall continue to accumulate for a period of not more than thirty (30) calendar days during the leave of absence. Except as expressly provided elsewhere in this Agreement, seniority shall not accumulate during the balance of any leave of absence in excess of thirty (30) calendar days.

21.02

Subject to the foregoing and requests in writing being made not less than ten (10) working shifts prior to the commencement of each leave of absence, the Museum will grant leave of absence without pay for periods not to exceed, in the aggregate, sixty (60) working shifts in any calendar year to permit employees selected by the Union to attend Union conferences, seminars and training courses.

21.03 Subject to the provisions of Article 21.01 regarding the accumulation of seniority and to the requirements of Museum operations, upon the written request by the Union made upon reasonable notice, the Museum will grant leave of absence without pay to employees elected as Executive Board members and Executive Officers of the Union.

21.04 The Museum may, in its sole discretion, grant a sabbatical or educational leave of absence with or without pay.

An employee who, at the express request of the Museum, is obliged to take a leave of absence to attend a course or pursue a course of study shall receive written notice of the requirement and, if so notified, shall be provided an educational leave of absence with pay and all other rights in this Agreement.

21.05 **Pregnancy Leave**

Pregnancy leave of absence with pay as provided for herein shall be subject to necessary governmental approval, refer to a supplement paid by the Museum to an employee's U.I.C. benefit to an aggregate of 95% (or such other limit as may be determined by Employment and Immigration) of the employee's gross weekly salary.

- (a) Leave of absence with 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 with pay, the employee must have been continuously employed by the Museum for a period of at least thirteen (13) weeks immediately preceding the estimated date of delivery. The leave of absence with pay may commence at any time during the eleven (11) weeks prior to the estimated date of delivery.

- (6) 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. In the event that the leave of absence is extended, pursuant to this Article, the Museum shall not supplement the employee's U.I.C. benefit after the expiry of seventeen (17) weeks from the commencement of the leave.
- (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 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.
- (e) During any pregnancy leave of absence granted or requested 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 for the entire period of the leave to ensure coverage.
- (f) An employee who intends to resume employment after her pregnancy 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.

- (g) In the event that an employee wishes to return to work before the expiration of a period of six (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.
- (h) If the employee fails to report for work upon the expiration of a pregnancy 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.

21.06 Parental Leave

If an employee with at least thirteen (13) weeks of continuous employment qualifies, s/he may be entitled to a leave of absence without pay for a period of up to eighteen (18) weeks' duration or such greater time up to a maximum of *six* (6) months. Such employee shall advise the Museum of his/her qualifying as soon possible. The employee taking parental leave will be responsible for the employee portion of subsidized employee benefits in which s/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.

21.07 **Personal Leave**

The Museum may grant from one (1) up to five (5) days paid leave annually for legitimate personal reasons, such as religious holidays or family responsibilities. Such leave will not be unreasonably requested or withheld. Approval will be granted by the Department Head.

Additional leave of absence with or without pay for emergency personal reasons, including necessary care for an immediate member of an employee's family, or other bona fide compassionate reasons, shall not be unreasonably withheld. The Museum may require documented proof of need for such leave. The request for such leave will be submitted in writing as soon as is practical to the Department Head and will require approval in writing from the Director. An employee on approved unpaid leave shall not be considered to be laid-off and shall continue to accumulate seniority during his/her absence.

21.08 **Moving Day**

An employee shall be allowed one (1) day off per year without loss of pay for the purpose of moving from his/her existing principal residence to a new principal residence, provided that the employee shall have given at least one (1) month's written notice of the date required for such purpose to his/her immediate supervisor, except in the case of emergency, in which case the supervisor shall be given as much advance notice as possible.

21.09 Pre-Paid Leave

An Employee may, with approval of the appropriate Vice President/Senior Manager, be granted a special leave of absence without stated purpose on the following conditions:

- (a)** the Employee agrees to a reduction of 20% of the Employee's Total Salary for each year the agreement is in force but shall be paid 80% of the Employee's Total Salary in each of the five (5) years of the plan including the leave year.
- (b)** in the event the Employee elects to commence the leave before the fifth year, the length of such leave will match the amount of time banked at a rate of 20% of the Employee's Total Salary **up** to that time.
- (c)** a period of at least one (1) year will elapse between the leave and a sabbatical.
- (d)** the Employee must make written application to participate in the plan at least sixty (60) days prior to the commencement of the fiscal year.
- (e)** the Employee will be notified as soon as possible whether the Employee has been accepted in the plan.

The Director, after consultation with the Senior Management and Department Heads shall set quotas in regard to the maximum number of leaves in Article 21.09 which can be taken in any year. As far as possible, the quotas will be set to meet both the requests of the Employees and the needs of the Museum.

ARTICLE 22 - SICK LEAVE

- 22.01** An employee absent due to sickness or disability shall notify his/her supervisor or a representative of the Museum within his/her department of his/her inability to report to work and shall, at the time of notification, indicate the probable duration of the absence. Such notification shall be made no later than one hour after the start of the employee's scheduled shift, and the Museum shall not be required to pay for any time lost due to sickness or disability on any one day when timely notification of absence has not been given. Such notification must be made by the employee unless the nature of the sickness or disability makes this impossible and this can be corroborated to the satisfaction of the Museum.
- 22.02** Unless otherwise notified by the Museum, an employee absent due to sickness or disability must report by telephone periodically to his/her supervisor or to a representative of the Museum within his/her department.
- 22.03** An employee returning to work following an absence due to sickness or disability shall notify his/her supervisor or a representative of the Museum within his/her department as far in advance as possible.
- 22.04** The Museum reserves the right to require medical evidence satisfactory to the Museum for the purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to work.
- 22.05** The Museum will guarantee against loss of wages in any case of incapacity as a result of bona fide sickness or injury not covered by provisions of the Workers' Compensation Act up to a maximum of three (3) calendar months.

ARTICLE 23 - RESPONSIBILITY ALLOWANCE

23.01 Except as provided in Article 23.02, where the Museum requires an employee to perform the full and normal duties of an employee in a higher classification for a period of five (5) consecutive working days or more, such employee shall receive no less than the Start Rate of the salary grade of the higher classification from the day s h e commenced to perform said duties of the higher classification. If the employee does not perform such full and normal duties or does so for less than five (5) consecutive working days, s h e shall not receive the rate of the higher classification for such work.

Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement s h e shall retain his/her rights and obligations under the Collective Agreement.

23.02 Article 23.01 shall not apply to an employee who is required to perform the duties of an employee in a higher classification who is on vacation.

ARTICLE 24 - BULLETIN BOARDS

24.01 The Museum agrees to make available to the Union for the posting of Union notices, a Bulletin Board in each of the Museum's work locations to inform employees in the bargaining unit of the activities of the Union.

24.02 The bulletin boards will be used and maintained by members of the Local Executive Committee of the Union.

ARTICLE 25 - TECHNOLOGICAL CHANGE

- 25.01** In the event that the Museum is planning to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Museum will meet with the Union and the employee(s) affected to consider the minimization of adverse effects, if any, upon the employee(s) concerned, as soon as practicable but no less than thirty (30) working days in advance of any implementation of technological change.
- 25.02** Should a technological change result in layoff, Article 13 - Layoff will also apply.

ARTICLE 26 - JOB EVALUATION

- 26.01** The Museum and the Union will recognize only one permanent, standing committee with the responsibility, among others, for maintaining the Job Evaluation Plan and for evaluating and placing jobs within a classification system. This body will be the Job Review Committee.
- 26.02** The Job Evaluation Plan is supplemental to and forms part of the Collective Agreement between the parties.
- 26.03** In the event of conflict between the Collective Agreement and the Job Evaluation Plan, the Plan shall take precedence.
- 26.04** The Museum agrees to grant time off with pay to the Union's representatives to the Job Review Committee to attend meetings of the Committee and to review job documents, where required, with members, and for all reasonable preparation time.

ARTICLE 27 - SALARY ADMINISTRATION

27.01 Salary Schedule

- (a) The salaries paid to members of the bargaining unit shall be in accordance with the Salary Schedule.
- (b) The Salary Schedule shall be adjusted for economic reasons through normal negotiating procedures.

27.02 The positions of all employees of the bargaining unit shall be classified into salary grades as determined by the point bands established in the Job Evaluation Plan.

27.03

- (a) The salary structure shall be the “step-rate” type, i.e., the salary range has a minimum and a maximum and a number of fixed steps between those two points.
- (b) The minimum of the range will be the “StartRate”.
- (c) The maximum of the range will be the “Job Rate” which is here defined as the rate at which employees should be paid after a reasonable period of time on the job.

27.04

- (a) The range will consist of four steps.
- (b) The Start Rate (minimum) will be 87.5% of the Job Rate (maximum).
- (c) The interim steps will be at 2.5 - 5 -5% intervals. Expressed as a percentage of the Job Rate, the steps will be as follows:

Start Rate			Job Rate
Step 1	Step 2	Step 3	Step 4
87.5	90	95	100

27.05 **New Hires**

- (a)** New hires are:

 - (i)** persons hired from outside the Museum:
 - (ii)** employees hired from outside the bargaining unit; and
 - (iii)** employees in the bargaining unit who voluntarily accept a position in a lower salary grade than their present position.

- (b)** New hires will be hired at Step 1 in the appropriate salary grade, subject to section 27.06 (d).

- (c)** Advancement to the Job Rate for new hires hired at Step 1 will in accordance with the following procedure:

 - (i)** The new hire will move to Step 2 on successful completion of her/his probationary or trial period.
 - (ii)** One year after the new hire's start date in the position, the employee will move to Step 3.
 - (iii)** Two years after the new hire's start date in the position, the employee will move to the job rate.

- (d)** New hires may be hired at higher steps within the appropriate salary grade in exceptional circumstances with the approval of the department and appropriate stream head. In such cases, the salary rate for the new hire must coincide with an established step rate. Advancement to the job rate will be in accordance with the following procedure:

 - (i)** If hired at Step 2, the new hire will move to Step 3 on successful completion of her/his probationary or trial period, and will move to the Job Rate one year after her/his move to Step 3.
 - (ii)** If hired at Step 3, the new hire will move to the Job Rate one year after her/his start date in the position.

- (e) Examples of exceptional circumstances include, but are not limited to:
 - (i) rehiring of a former employee;
 - (ii) hiring of a highly-qualified new hire with superior experience; and
 - (iii) hiring of a new hire whose current salary exceeds Step 1 of the appropriate salary grade.
- (f) Under no circumstances will a new hire be hired below Step 1 or above the Job Rate for the position.
- (g) The Museum shall notify the Union of new hires and their step and salary rate.

27.06 Reclassified Positions:

- (a) Reclassification occurs when the review of a position with an incumbent(s) by the Job Review Committee results in (a) a grade change; or (b) movement within the same point band for the position.
- (b) In those cases in which the review results in the accumulation of sufficient points to warrant a change from one grade to a higher one, the employee's salary will be placed in Step 1 of the new salary range. If this does not result in an increase, the employee will be placed in the next step in the range which is greater than the employee's current salary by more than \$500. Progression to the Job Rate shall thereafter follow the same procedures as for new hires.
- (c) If it is determined, through a review of a job, that the points that have been awarded are insufficient for movement out of the present grade, no salary adjustment will be made.
- (d) In those cases in which an employee's position is found to be improperly placed and belongs in a lower grade, the employee's salary shall be red-circled.
- (e) When reclassification results in a higher salary grade, but the employee's salary still exceeds the Job Rate of the new salary grade, the employee's salary shall continue to be red-circled.

27.07 Promotions:

- (a)** A promotion occurs when an employee is selected, in accordance with Article 12, to fill a vacancy where the salary grade of the new position is higher than the salary grade of his or her former position.
- (b)** When an employee is promoted, the employee's salary will be increased to Step 1 of the new salary range. If this does not result in an increase, the employee will be placed in the next step in the range which is greater than the employee's current salary by more than \$500. Progression to the Job Rate shall thereafter follow the same procedures as for new hires. However, the words "trialperiod" will be substituted for the words "probationary period".
- (c)** When promotion results in a higher salary grade, but the employee's salary still exceeds the Job Rate of the new salary grade, the employee's salary shall continue to be red-circled.

27.08 Transfers:

- (a)** A transfer occurs when an employee is selected for or placed in a job with the same salary grade as his or her former position.
- (b)** When an employee is transferred, the employee's salary will be maintained at the step in the salary range that he or she was at when the transfer occurred.
- (c)** Progression to the Job Rate shall thereafter follow the same procedures as for new hires.
- (d)** When as a result of a transfer the employee's salary still exceeds the Job Rate of the new salary grade, the employee's salary shall continue to be red-circled.

27.09 Bumping:

- (a)** Bumping occurs when an employee with seniority exercises his/her right to replace a more junior employee at the same or lower salary grade according to Article 13.03 of the current Collective Agreement.
- (b)** An employee who bumps another employee in a lower salary grade shall be placed in the step determined by length of service in the higher position held prior to bumping.
- (c)** An employee who replaces another employee in the same salary grade shall remain at his or her current salary level. When as a result of an employee replacing another employee in the same salary grade, the employee's salary still exceeds the Job Rate of the salary grade, the employee's salary shall continue to be red-circled.
- (d)** Progression to the Job Rate shall thereafter follow the same procedures as for new hires.

27.10 Recalls:

- (a)** A recall occurs when an employee is returned to his or her original job from re-assignment or layoff according to Article 14.01 of the current Collective Agreement.
- (b)** When an employee is recalled, the employee's salary shall be placed at the same step in the salary range as he or she was when the re-assignment or layoff occurred.
- (c)** Progression to the Job Rate shall thereafter follow the same procedures as for new hires.
- (d)** When as a result of a recall the employee's salary still exceeds the Job Rate of the salary grade, the employee's salary shall continue to be red-circled.

27.11 Demotions:

- (a)** Demotion occurs when an employee is placed in a position in which the salary grade is lower than the salary grade of his or her former position.
- (b)** When an employee is demoted, the employee's salary shall be red-circled. Provisions for red-circling shall apply.

27.12 Temporary Reclassifications:

- (a)** Temporary reclassification replaces the practice of granting percentage or other allowances not in accordance with this Article or Article 23, as applicable, to OPSEU employees that are of a temporary nature and not assigned to other employees.
- (b)** From time to time, management may identify job duties needed on a temporary basis that can be accomplished by assigning the responsibilities to an existing OPSEU position.

Examples of such assignments might be additional duties of a temporary nature required by the project nature of gallery development.

- (c)** Temporary reclassification does not cover situations where OPSEU employees relieve employees outside the bargaining unit, and is not intended to replace or conflict with Article 23 of the current Collective Agreement.
- (d)** In such cases, a new job description will be prepared and will include an indication of the term of the assignment. This will be submitted to the JRC by management for classification.
- (e)** If the additional responsibilities result in a higher classification, the employee's salary will be increased by the difference between the job rates of the regular and temporary jobs.
- (f)** When temporary reclassification results in a higher salary grade, but the employee's salary still exceeds the Job Rate of the new salary grade, the employee's salary shall continue to be red-circled.

- (g) If the additional duties do not result in movement to a higher salary grade, no salary adjustment will be made.
- (h) Temporary reclassifications should be reviewed by management after a year to determine whether they should continue on a temporary basis or become permanent.

27.13 Contract Employees:

Contract employees retained as permanent employees shall be classified according to the procedures outlined for permanent staff and their salary rates adjusted as required.

27.14 Red-Circling:

Red circling occurs when an employee is placed in a job for which the job rate is less than the employee's current salary. This does not apply to an employee who voluntarily accepts a position in a lower salary grade. The employee who is red circled shall receive any negotiated general salary increases based on the job rate **for** the employee's position. When a job rate is adjusted by reason of catch-up, no employee shall be entitled to receive more than the adjusted job rate as a result of a catch-up adjustment.

27.15 Interruption of Service:

The time periods specified **for** progressing through the steps shall be adjusted so as not to include any period during which an employee is on layoff, or on an unpaid leave of absence exceeding thirty (30) calendar days, with the exception **of** pregnancy, parental and compassionate leave. This shall not interfere with the accumulation of seniority as defined in Article 11.02.

ARTICLE 28 - HEALTH AND SAFETY

28.01 Health and Safety Committee

It is the responsibility of the Museum to provide a safe and healthful working environment for all its employees, and it is incumbent upon such employees of the Museum to ensure that such an environment is maintained at all times.

The Museum and the Union shall maintain a Museum-wide Joint Health and Safety Committee per the Health and Safety regulations in the Province of Ontario and shall jointly support the committee in the implementation of any and all approved recommendations and decisions of the Committee.

The parties agree to refer any health and/or safety matters which may arise to the Joint Health and Safety Committee and the health & safety coordinator, and on the Committee's and coordinator's recommendation or decision, may as necessary enter into letters of agreement on improving rules, practices, training, tracking mechanisms or other actions which will provide adequate protection to employees.

The actions of the Health & Safety Committee and health & safety coordinator shall include but not be limited to the provisions of the Ontario Health and Safety Act, Occupational Health and Safety Act, and accompanying regulations, amendments thereto or successors thereof.

28.02 Use of Computers

(a) Rest Breaks

Employees required to work continuously on computers will be given a ten minute break (which shall include scheduled rest periods) within every hour of such continuous work.

(b) Eye Care

At the employee's request, with the recommendation of his or her ophthalmologist, an employee required to work on computers shall be given eye examinations every six months. Should such an examination not be covered by OHIP, the eye examination shall be paid for by the Museum.

28.03 Health & Safety of Pregnant Employees

If a health or safety matter affects an employee who is pregnant, she shall not be required to do work which may cause injury to her or her fetus. At her request, the Museum shall temporarily relocate the employee to other appropriate work, without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The Museum may require a medical certificate substantiating the need for the above.

ARTICLE 29 - LABOUR MANAGEMENT COMMITTEE

Both parties agree to maintain a Labour Management Committee consisting of up to three (3) Union representatives and up to three (3) Management representatives, with the capacity of either party to bring in an additional resource person from the Union and/or Management. The Committee will meet once per month and more or less frequently by mutual agreement.

The Committee will provide a forum for ongoing communication between the parties. This Committee shall not be used as a means to circumvent the Collective Agreement.

ARTICLE 30 - UNION REPRESENTATION TO THE BOARD

The Union shall have the right to make formal representations to the Board of Trustees and to have an observer present at all regular meetings of the Board of Trustees other than those which are held in camera or deal with confidential matters. The observer appointed hereunder shall be the only observer from this bargaining unit and shall displace any other observer who is in the bargaining unit covered by this Agreement.

ARTICLE 31 - CONTRACTING OUT

- 31.01** The Museum will not contract out work when it results in the lay-off of an employee or employees.
- 31.02** If there are employees on lay-off, work covered by 'original jobs' (14.01) will not be contracted out before such employees are recalled.
- 31.03** If the period of time for which the laid-off employee is to be recalled is less than thirteen weeks and the employee declines recall, Article 14.02 shall not apply.

**ARTICLE 32 - VOLUNTEERS, PERSONS NOT EMPLOYED
BY THE MUSEUM, AND STUDENTS**

- 32.01** The Museum agrees that volunteers do not, under ordinary circumstances, have day-to-day supervisory responsibilities over bargaining unit employees. This clause shall not apply with regard to bargaining unit employees assigned by their supervisor or work under the supervision of a volunteer or to the secretary to the Department of Museum Volunteers.
- 32.02** If there are employees on lay-off, work covered by 'original jobs' (14.01) shall not be performed by students, volunteers and persons not employed by the Museum before such employees are recalled.



**ARTICLE 33 - RENEWAL, AMENDMENT AND
TERMINATION**

This Agreement shall become effective on the ~~1st day of July 1996~~ and shall remain in effect up to and including the ~~30th day of June, 1998~~, and shall be renewed automatically **from** year to year thereafter, unless either party notifies the other in writing within ninety (90) days prior to the expiry date of this Agreement that it desires to amend or terminate this Agreement.

DATED AT TORONTO, ONTARIO, THIS 29th DAY OF JANUARY, 1997 .

**FOR
THE ROYAL ONTARIO MUSEUM**

**FOR
THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

Barbara Wade
Thomas Clark
Margy Leitch

[Signature]
K. Berlow
Pat Heimbecker
Charlotte Goodwin

APPENDIX A

PERFORMANCE EVALUATION & STAFF DEVELOPMENT

By this Letter of Understanding, the Museum undertakes to develop a performance evaluation program. The objectives of the Museum's performance evaluation program are:

1. to ensure communication on job-related matters between the employee and the employee's manager;
2. to provide an opportunity for communication between employees and managers on job expectations and standards of performance;
3. to ensure that employees and managers develop a mutual understanding of job responsibilities and expected levels of performance;
4. to contribute to effective employee/employer relations;
5. to ensure that expected levels of performance are met through ongoing reviews of performance;
6. to identify and implement recognition of superior job performance and identify areas requiring improvement;
7. to identify employees' potential for promotion;
8. to identify opportunities and assess needs for training and professional/career development.

The performance evaluation program that the Museum undertakes to develop will be consistent with the objectives outlined above.

The Museum undertakes to consult with the Union with respect to the development, implementation and administration of its performance evaluation program.

The performance evaluation program shall not form part of any merit pay system. After completion of the probationary or trial period, an individual employee's progression through her/his steps in the salary schedule shall not be affected by the employee's performance evaluation.

The employee's manager and the employee shall meet to carry out the employee's performance evaluation and discuss the employee's performance evaluation. The manager must provide the employee with a copy of the performance evaluation upon its completion. The employee shall have the opportunity to respond in writing to her/his performance evaluation and such written response shall be a part of that employee's performance evaluations.

Consistent with the objectives of performance evaluation set out above, an employee's performance evaluation shall not be considered a written disciplinary notation and therefore, the Museum shall not rely upon an employee's performance evaluation in any disciplinary proceedings.

The Museum undertakes to commit itself to provide staff development as part of an overall performance evaluation program objective to enrich and develop employee skills and professional expertise. The objectives of the Museum's commitment to staff development are:

1. to enhance an employee's skills and abilities in respect of the employee's position;
2. to train employees for promotional opportunities or to enhance opportunities of employees to progress into other career opportunities within the Museum; and
3. to encourage employees to develop and maintain satisfactory job performance.

The Museum undertakes to allocate between 0.25% and 0.5% of the total payroll of the bargaining unit for the staff development of employees in the bargaining unit.

The Museum undertakes to consult with the Union from time to time in respect of staff development programs that may be appropriate for employees in the bargaining unit.

APPENDIX B **WORKPLACEDAYCARECENTRE**

The Royal Ontario Museum (the Museum) and the Ontario Public Service Employees Union, Local 543 (the Union) agree:

1. To complete the study and recommendations on the feasibility of a workplace daycare centre for the use of all Museum employees, undertaken by the joint Union-Management committee.
2. To discuss and negotiate the results of the study once completed.
3. The Museum agrees to grant approved designated time off with pay to all Union representatives to carry out committee work.

APPENDIX C

PROVISION OF OFFICE SPACE

The Royal Ontario Museum (the 'Museum') and Local 543 of the Ontario Public Service Employees Union (the 'Union') agree as follows:

1. The Museum recognizes the need of the Union to have a space to provide a central location for its files and normal office equipment, and for an office in which the representatives and members of the Union can meet for the purpose of conducting its business with the Museum.
2. The Museum will provide the Union, rent free, the use of Room 1B58, South East Wing, Level 1B (the 'office space') in the fulfilment of this need, commencing May 1, 1987.
3. This privilege may be withdrawn by the Museum if the Union uses or allows the office space to be used for any purposes other than those stated in paragraph 1 above.
4. Signs, notices, posters may not be placed on or over the exterior walls of the office space, or in the window. The posting of signs, notices, posters on inside walls of the office space is permitted, but only with due regard to the maintenance of wall finishes. The Museum will provide and install a sign at the door identifying the Union.
5. The Museum will provide cleaning service at no cost to the Union, at times to be agreed with the Union.
6. The office space must be accessible to the Museum in the normal manner for cleaning and maintenance.
7. No member of the Union or persons acting on its behalf shall enter the electrical room 1B56, or impede access to the door of the electrical room. Such access shall be available when required.
8. No person using the office space shall enter the utilities tunnel under it, or open the floor hatch which provides access to the tunnel.

9. The Museum will rekey the lock such that it is separate from all but the master key system within the Museum's premises. Two keys will be provided to the Union at no cost. The Museum will charge the Union its normal cost for any additional keys required by the Union.
10. Any alterations to, and fixtures in, the office space which the Union may request, shall be carried out by the Museum if it deems them to appropriate. The Union shall reimburse the Museum for the cost of such work. Such cost shall be agreed by both parties before the requests are implemented.
11. In the event of a strike by, or a lock-out of, the Union, the Museum will not provide access to the office space for members of the Union or persons acting on its behalf.

A single executive of the Union may enter the office space on the first business day of the strike or lockout, for the purpose of removing Union papers.

12. Access to the office space outside the Museum's normal working hours shall be in accordance with the Museum's restricted access policy.

APPENDIX D

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

1. The objective of this Plan is to supplement the unemployment insurance benefits received by female OPSEU employees from the Canada Employment and Immigration Commission during temporary periods of unemployment caused by pregnancy.
2. The following group of employees is covered by the plan:

Female OPSEU (Ontario Public Service Employees Union) employees who have been continuously employed by the Royal Ontario Museum for a period of at least thirteen weeks immediately preceding the commencement of the leave.
3. The benefit level (SUB) paid under this plan is set at **95** percent of the Employee's normal weekly gross salary.

It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other earnings received by an Employee will not exceed **95** percent of the Employee's normal weekly gross earnings.

It is understood that an eligible Employee will be entitled to receive the SUB benefit during the waiting period required by CEIC.
4. The maximum number of weeks for which SUB is payable during a pregnancy leave is seventeen (**17**) weeks.
5. The duration of the plan is from July 1, **1996** to June **30, 1998**.
6. Employees disentitled or disqualified from receiving Unemployment Insurance benefits are not eligible for SUB.
7. Employees do not have a right to SUB payments except for supplementation of Unemployment Insurance benefits for the unemployment period as specified in the plan.
8. Employees must apply for the unemployment insurance benefit before SUB becomes payable.
9. The Employee must provide the Employer with acceptable proof that she is receiving Unemployment Insurance benefits.
10. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

APPENDIX E

Letter of Understanding between the Royal Ontario Museum and The Ontario Public Service Employees' Union and its Local 543 Regarding Sick Leave and Long Term Disability

1. The Museum's short term sick leave plan works in conjunction with the Long Term Disability Plan to provide continuity of income protection.
2. Employees become eligible for this protection on the first day of active employment with the Museum.
3. In the event of a bona fide disability (defined as an incapacity as a result of an illness **or** injury not covered under the provisions of the Worker's Compensation Act), the Museum will guarantee against loss of salary up to a maximum of three calendar months.
4. If a bona fide disability persists beyond three calendar months, an employee becomes eligible for Long Term Disability benefits, subject to the terms and conditions of the Plan.
5. In the event of a recurrence of the same **or** related bona fide disability **or** a new bona fide disability, eligibility for short term sick leave benefits will be reinstated until the employee has satisfied the qualifying period for Long Term Disability.
6. If an employee receives notice of layoff **or** separation prior to the time a bona fide disability occurs, and that disability occurs when there is less than two **(2)** months of that notice period remaining, short term sick benefits will continue for the lesser of the duration of that disability **or** the expiration of the notice period. **In** all other situations, relating to layoff short term sick benefits will be paid for the lesser of the duration of the bona fide disability **or** fifteen **(15)** weeks.
7. In the event a bona fide disability occurs and that employee is ineligible for Long Term Disability benefits, the Museum will extend short term sick leave benefits **for** the lesser of the duration of the disability **or** fifteen (15) weeks.

APPENDIX F

Letter of Understanding between the Royal Ontario Museum and The Ontario Public Service Employees' Union and its Local 543 Regarding Employees' Share of Unemployment Insurance Premium Reduction

The ROYAL ONTARIO MUSEUM (hereinafter referred to as the "Museum") and the ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 543 (hereinafter referred to as the "Union") agree that the employee's share representing 5/12's of the savings the Museum is granted in the full form of a full Unemployment Insurance Premium reduction which will be applied in the following manner:

1. The retroactive portion originally reserved for benefit improvements from January 1, 1990 and up to and including June 30, 1995 will be paid out in a lump sum on June 30, 1995 in the form of an equal cash rebate, as follows:
 - (a) to all active staff on payroll as of the date of ratification of the Collective Agreement, i.e.; December 8, 1994; and,
 - (b) to all OPSEU staff currently receiving LTD that commenced after January 1, 1990, up to June 30, 1995.
2. Employees on an unpaid leave, maternity and/or parental leave will be paid the lump sum upon reinstatement on active payroll.
3. Beginning on July 15, 1995 all active staff on payroll will receive a cash rebate on each subsequent pay equivalent to the 5/12th's share of the difference between the employers full UIC rate (1.4%) and the Employer reduction awarded (i.e. 1.287% in 1995)
4. This arrangement will remain in effect provided that the Museum is awarded Unemployment Insurance Premium reduction or until the parties mutually agree to rescind this agreement.

APPENDIX G

Letter of Understanding between the Royal Ontario Museum and The Ontario Public Service Employees' Union and its Local 543 Regarding Beliefs

While the Union recognizes that the Museum must exercise its broad, international mandate and fulfil its obligations, both parties also recognize that employees may have moral, religious, or ethical beliefs of a very serious nature which they feel conflicts with work they are required to perform on a project or assignment.

The parties recognize the value in attempting to resolve such issues cooperatively and in a mutually beneficial manner. Therefore when possible and within existing resources, the Museum will make reasonable accommodation, including but not limited to alternate work in such situations, under the process set out below.

Employees may raise such issues when work is assigned or contemplated.

The employee will:

First raise the issue with his or her supervisor, in the presence of a union steward if so desired:

In the event that the issue is unresolved, the matter may on the request of the employee be referred to the joint Labour Management Committee or

To an alternate joint process, committee or meeting as agreed to by the Museum and the Union.

The Museum will consult the Union of such matters as they arise; the Union will consult with the employees it represents in such cases.

Where a potential conflict has been raised, the Museum will make available upon request, information on the contemplated process or activities, including relevant minutes of community consultations.

Confidentiality in regards to specific employee concerns shall be maintained at the initiating employee's request. No employee shall be discriminated against or disciplined for making a request or receiving consideration under this agreement.

The parties agree to review this Letter of Understanding no later than one year after the date of signing of this Agreement and amend by mutual consent as necessary.

APPENDIX H

Letter of Understanding between the Royal Ontario Museum and The Ontario Public Service Employees' Union and its Local 543 Regarding Benefits Program

It is in the interest of both parties and therefore agreed to by both parties, to undertake a joint review of the benefits program with a view to implement a flexible, competitive and cost effective program.

It is understood that any benefits program will be Museum wide and the review committee will include members from other groups within the Museum.

In the event that amendments to the program are not agreed to, the current language in the Collective Agreement will prevail.

APPENDIX I

Letter of Understanding between the Royal Ontario Museum and The Ontario Public Service Employees' Union and its Local 543 Regarding Job Evaluation

The Museum and the Union agree that it is in the best interest of the Museum, the Union, and the employees in the bargaining unit to have a job evaluation system which is fair; which to the greatest extent possible meets the concerns, needs and intents of the parties; and which, through its application, employees receive as competitive as possible compensation.

Therefore, the parties agree to the following:

- (1) The parties charge the members of the Job Review Committee (JRC or Committee) to gather together in a permanent, ongoing format, both paper and, where possible, electronic, a complete as possible record of the work done by the Committee, including, but not limited to: all past decisions of the Committee; all expressed reasons for decisions of the Committee; all minutes of the Committee; and, all guidelines developed by the Committee for use in the administration of the Job Evaluation Plan (the Plan). The JRC is further charged to review all such documentation, as well as any apparent anomalies in the Plan that may be referred to the Committee, for current relevance and to derive such additional interpretive documents as may ensure or improve the consistency of interpretation of the Job Evaluation Plan and internal equity of its results. This record shall be jointly maintained by the Committee and Human Resources and shall be used in developing any training programs or supporting other activities contemplated in this letter of understanding.
- (2) The parties hereby charge the JRC with investigating and developing in conjunction with Human Resources a training program and any necessary process documents in the use of the Job Evaluation Plan. These programs and materials will be used for the orientation and guidance of managers and employees and to train new committee members when appointed to the JRC.
- (3) On the completion of 1) and 2) above or sooner as the parties may contemplate and subject to further discussion of the parties and their mutual agreement on appropriate time frames and the provision of resources, the parties will charge the JRC to complete a salary survey. Subject to any

further discussion and mutual agreement, the salary survey shall compare a sufficient number of jobs to provide broad representation of all jobs in the bargaining unit. It shall use comparable jobs at institutions similar in size and scope, in public and private sectors. Comparison shall be based on the availability of existing job descriptions at outside sources. Rates of pay shall take into account differences in hours worked per week, and in general, for consistency, the Committee shall consult the former members of the Job Evaluation and Salary Review Committee (JESRC) where possible for guidance in regard to how JESRC conducted its salary survey in 1986-87.

- (4) Should disparities in wages between the bargaining unit and outside jobs in general exist, the Museum and the Union agree to enter into mutual discussions, if timing permits as part of the next period of negotiations or no later than a year following the completion of the salary survey whichever is the sooner, to determine what percentile of rates in the survey are proper to apply to jobs in the bargaining unit, and to establish a timetable to bridge those disparities, if such exist, but no later than (3) years subsequent to the completion of the survey.
- (5) Further to (3) and (4) above being completed, **if** individual disparities for particular jobs or job classes remain, the Museum and the union will enter into an agreement to determine how to address those disparities. The Union and the Museum will charge the JRC to make recommendations as to how to do so. In such a case the parties may agree to override Section 3 of the Plan, "Revisions to the Plan", if they so desire.

APPENDIX J

Letter of Understanding between the Royal Ontario Museum and The Ontario Public Service Employees' Union and its Local 543 Regarding Time Away From Regular Work

Recognizing that the participation of bargaining unit members on joint committees established by management is a benefit to the museum and part of the work of the museum, and

that recognition and representation as agreed to under Article 6 and other provisions of the Collective Agreement has the potential to and will necessarily impact from time to time on the regular work of bargaining unit employees, and

that a broad participation of employees in joint committees and similar aspects of Union business could benefit both the Union and Management, and

that it is in the interest of both Management and the Union when concerns are raised about the impact of bargaining unit and joint committee work to have data that addresses the issue,

and consistent with the mutual understanding

that the members of the bargaining unit have and will maintain the unrestricted right to determine who represents them and who acts on their behalf, and

that Management has and will maintain the right and mandate to plan and to manage the work of the Museum in all its aspects, and

that nothing in this letter of understanding will be construed to add to or diminish the rights and obligations of either party except as specifically agreed,

the parties agree as follows:

- a) The Museum, through orientation, training and other means, will convey the importance of effective participation of bargaining unit members on joint

committees and union business.

- b) The Museum will undertake, in consultation with the Union, a program consistent with current human resources practices and covering one year in order to
- i) track the time spent on the work of joint union management committees during regular working hours by all employees involved, and
 - ii) track the time spent on other union business during regular working hours, and
 - iii) establish whether and where work is suffering as a result,
- and will share that data at reasonable intervals on request of the Union.
- c) The Labour-Management Committee will be used as the appropriate forum to discuss and attempt to resolve specific concerns of either party regarding the impact of these activities on the other work of the Museum.
- d) The bargaining unit may schedule on working time and in the museum buildings between the hours of 9 am and 5 pm in any 12 month period one membership meeting for purposes of communications, elections and other matters that benefit by fuller participation of the membership, provided that
- i) such meeting will not exceed 2 hours,
 - ii) space is available,
 - iii) notice of a meeting is given to Management at least 2 full working days prior to announcing the meeting and at least 4 full working days prior to the day of the meeting,
 - iv) scheduling of such meeting will take into account and not interfere with critical institutional activities and deadlines,
 - v) management may in the period of two days prior to the announcement of the meeting raise legitimate and reasonable concerns regarding the timing of the meeting and suggest an alternative time and the Union will make reasonable accommodation,
 - vi) individual staff members will confirm with their supervisor that their absence can be reasonably managed and, if requested, make reasonable accommodation including not attending or limiting their attendance to ensure that their absence will not unduly affect public services, scheduled programs, and activities that cannot be rescheduled. In the exercise of this proviso supervisors will also make reasonable accommodation to allow staff to attend.

Management will advise supervisors of the meeting and their obligations thereto within a day of the announcement of the meeting.

Subject to the provisions above the Union may request additional meetings. Such requests are approved at the discretion of the Director. The Director shall reply within three (3) working days of such a request.

It is further agreed that a bargaining unit meeting required to ratify a collective agreement shall be considered additional to meetings contemplated under this section. In that event the bargaining unit may make a special request to the Director under the terms above or shorter notice as the parties may agree is mutually beneficial and such request will not be unreasonably denied.

The parties further agree to review this Letter of Understanding no later than a year after the signing of this Agreement and amend by mutual consent as necessary.

APPENDIX K

Letter of Understanding between the Royal Ontario Museum and The Ontario Public Service Employees' Union and its Local 543 Regarding Recognition of Employees in the Bargaining Unit

Under this Letter of Understanding, the parties acknowledge without fault that some employees in the Museum who are not in the bargaining unit should be included in the bargaining unit, and further, that the parties will explore recognizing employees who regularly work 21 hours per week or more, up to and including 24 hours per week. For these purposes, the parties agree as follows:

(1) In the interests of determining that all employees in the Museum who should be covered by the Collective Agreement are being covered, the Museum will provide within twenty (20) working days of the signing of this Letter of Understanding a list of all employees of the Museum currently outside the bargaining unit, by department, save and except the following:

- employees in other bargaining units; and,
- department heads and senior managers.

The lists shall include:

- name of position
- name of incumbent(s)
- total hours worked per incumbent, both per week, and on an annual basis
- each incumbent's current status (casual, part-time, full-time exempt, contract exempt, etc.)

The Museum shall describe the current practice in defining the status of such employees. Further, the Museum recognizes that it must develop consistent procedures regarding the categorizing of employees and positions, and may consult the Union on such procedures.

- (2) a. For any employee included in the list above who the Museum, as of compiling the list, considers should be in the bargaining unit, the Museum shall notify the Union and the employee, and the employee and the position shall be included in the bargaining unit, and dues deducted and forwarded to the Union, effective the date of signing of this Letter. Such employee's seniority date shall be the date of the signing of this Letter, with the exception that the employee's seniority, for the purposes of Article 13, shall be considered to be the date they were first employed by the Museum, subject to any period which was clearly exclusionary. The Union and the Museum agree to discuss and come to agreement on the "bumping" date in any such case through the Labour-Management Committee.
- b. Job Descriptions for the positions of such employees shall be forwarded no less than twenty (20) working days after completing the list to the Job Review Committee for rating, and subject to the rating they shall be placed on the proper position on the salary schedule, based on time of service in their current position. Salary changes shall be effective and retroactive to the date of signing of this Letter, and such action shall be considered a Reclassified Position under Article 27.06 of the Collective Agreement, and Article 12.09 shall apply, and seniority and Article 13 provisions under (2) a. shall also apply.

(3) The Union shall review the list, and shall have twenty (20) working days to question the status of jobs on the list. At the Union's request, The Union and the Museum shall meet and discuss any positions questioned by the Union. The Museum will respond to the Union within twenty (20) working days of the Union's request to include any employee and/or position in the bargaining unit. If the response is to include the employee and position, the procedures above under (2) b. shall be followed, except that the twenty (20) working days for forwarding a Job Description to the JRC shall be dated from the date of the Museum's response. Salary changes as a result of classification, and the reclassification, shall be under the same terms as under (2) b. and seniority and Article 13 provisions under (2) a. shall also apply.

(4) Subsequent to the above, the Union and the Museum shall discuss ways to include in the bargaining unit employees who do bargaining unit work and who work twenty-one (21) hours or more per week. The Union and the Museum will explore how to do this while minimizing the financial implications to both the Museum and the employees. Should the parties agree, such employees and positions shall be included in the bargaining unit, and Article 7 shall be considered amended under the terms of this Letter to include employees who are hired to work and regularly work 21 hours per week or more. Job Descriptions for such positions shall be prepared within twenty (20) working days of the agreement of the parties, and the procedures above under (2) b. shall be followed, except that the twenty (20) working days for forwarding a Job Description to the JRC shall be dated from the date of the agreement of the parties. Salary changes as a result of classification, and the reclassification, shall be under the same terms as under (2) b. and seniority and Article 13 provisions under (2) a. shall also apply.

(5) Article 1 - Recognition shall be changed to reflect any changes agreed to through this process.

APPENDIX L

Letter of Understanding between the Royal Ontario Museum and The Ontario Public Service Employees' Union and its Local 543 Regarding Salary Adjustments

Should there be additional funding, revenue and/or savings of any kind, the Labour/Management Committee will enter into discussions to explore options for the adjustment of base salaries. An accounting of the total amount of monies available for salary adjustments shall be made known to the Union by the Museum by April 1, 1998. Any salary adjustment shall be effective as of June 30, 1998.

Each employee in the bargaining unit as of the date of ratification shall receive a signing bonus of \$400 payable as soon as possible following ratification.

APPENDIX M
JOB CLASSIFICATIONS

Salary Grade/ Jobs

- | | |
|---|---|
| 1 | No positions currently classified |
| 2 | No positions currently classified |
| 3 | Processing Clerk |
| 4 | Mail Clerk/Messenger
Receptionist/Secretary
Shipping/Receiving Clerk |
| 5 | Department Secretary
Receptionist
Receptionist • ROM Admissions
Secretary |
| 6 | Marketing Outreach & Administrative Assistant
Marketing Assistant, Membership Services
Technician |
| 7 | Departmental Assistant
Gardiner Museum Office Coordinator
Library Technician
Marketing Assistant
Media Relations Assistant
Membership Outreach Coordinator
Membership Services Coordinator
Museumobile Host/Guide
Office Assistant • Accounting
Secretary
Storekeeper
Technician
Technician/Secretary |

8 Accounting Coordinator
 Artist
 Departmental Assistant
 Documentation Assistant
 Graphic Production Technician
 Library Technician • Sub Ex & GI
 Library Technician
 Registration Assistant
 Registration Assistant • Acquisitions and Records
 Registration Assistant • Loans
 Programs Assistant
 Publications Assistant
 Shipper/Receiver

9 Carpenter
 Computer Graphics Producer
 Darkroom Technician
 Department Assistant
 Department Secretary
 Exhibitions Assistant
 Events Coordinator
 Library Technician • Cataloguing
 Marketing Coordinator
 Promotions Coordinator
 Publicist
 Purchasing Officer
 Technician

- 10 Art Exhibit Technician
 Artist
 Audio Visual Analyst
 Exhibit Preparator
 Library Technician • Cataloguing
 Office Coordinator
 Outreach Support Services Coordinator
 Outreach School Services Coordinator
 Outreach Community Coordinator
 Research Technician (GEO • contract)
 School Visits Coordinator
 Technician
 Technician/Assistant
 Translator (contract)
 Writer/Editor
- 11 Administrative Services Coordinator
 Conservator
 Gardiner Museum Programs Coordinator
 Graphic Designer/Production Coordinator
 Media Relations, Lead Hand
 Programs Coordinator
 Sr. Translator/Revisor
 Technician
- 12 Acquisition and Records Coordinator
 Artist
 Conservator
 Documentation Officer
 Electronics Technician
 Loans Coordinator
 Machinist
 Photographer
 Revisor
 Technician

- 13 Customs and Shipping Coordinator
 Design Technologist
 Exhibit Designer - Environmental Graphics
 Exhibit Designer - Interior Architecture
 Exhibit Preparator
 Exhibit Programmer\Interpretive Planner
 Interpretive Planner
 Producer/Educator
 Teacher
 Teacher - Bilingual
 Technician
- 14 Conservator
 Discovery Gallery Coordinator
 Producer/Educator
 Teacher
- 15 Conservator
- 16 No positions currently classified

APPENDIX N
SALARY SCHEDULE
1996 - 1998

SALARY GRADE	STEP 1 87.5%	STEP 2 90%	STEP 3 95%	JOB RATE
1	20,288	20,862	22,021	23,180
2	21,373	21,983	23,205	24,426
3	22,524	23,168	24,455	25,742
4	23,739	24,417	25,774	27,130
5	25,021	25,736	27,165	28,595
6	26,372	27,125	28,632	30,139
7	27,796	28,590	30,179	31,767
8	29,301	30,138	31,813	33,487
9	30,889	31,772	33,537	35,302
10	32,562	33,493	35,353	37,214
11	34,329	35,310	37,271	39,233
12	36,192	37,226	39,294	41,362
13	38,158	39,248	41,429	43,609
14	40,233	41,383	43,682	45,981
15	42,422	43,634	46,058	48,482
16	44,729	46,007	48,563	51,119