

# **COLLECTIVE AGREEMENT**

**BETWEEN**

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**Ontario Public Service Employees Union**

**On behalf of its Local 543  
Full-Time**

**And**

**The Royal Ontario Museum**

**Duration: July 1, 2007 to June 30, 2012**



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## **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—NO DISCRIMINATION**

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 non-membership in the Union, or because of activity or lack of activity in the Union.

2.02 The Museum and the Union recognize the importance in maintaining a work environment that is free of harassment and discrimination. Harassment or discrimination by reason of age, race, creed, colour, nationality, origin, political or religious affiliation, sex, sexual orientation, marital status or disability or any other prohibited ground under the Human Rights Code will not be tolerated by the Union or the Museum. Further, the parties agree to abide by the ROM's policy on Workplace Abuse, Discrimination and Harassment Prevention as amended from time to time.

2.03 Both parties acknowledge the rights of an Employee to file a grievance, a complaint under the ROM's policy, or a complaint under the Human Rights Code where there has been an allegation of harassment or discrimination.

## **ARTICLE 3—RELATIONSHIP**

3.01 Except for those Employees hired under a fixed-term of employment 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.

3.02 The Museum agrees that it will not fill any existing full-time position with an Employee hired under a fixed-term of employment for a fixed term or project, nor with a grant-funded Employee, nor with a volunteer, nor 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. Such agreement shall not be unreasonably withheld.

The Museum's written request shall be addressed to the President of the Local and a copy shall be sent to the Vice-President of the Local. The Union will respond to the Museum's request within five (5) working days of receiving such request; however, the said period of five (5) working days may be extended upon the agreement of the Union and the Museum.

When a vacancy occurs in the bargaining unit and the Museum decides not to fill such vacancy, the Museum shall inform the Union of its decision, including rationale for the decision, within ten (10) working days of making its decision.

3.03 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;

The Union will be notified of all dormant and obsolete jobs in accordance with Appendix 3 of the Job Evaluation Plan.

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

3.05 The Museum agrees to provide a copy of the budget to the Union after the budget is approved by the Board of Trustees.

#### **ARTICLE 4—FIXED-TERM EMPLOYEES**

4.01 The duration of employment for a fixed-term Employee shall not exceed one year. However, the initial duration of employment may be renewed for up to but not more than one additional year. Employees retained beyond two years on a fixed-term shall be deemed Employees with seniority and shall not be subject to additional probationary or trial periods for that position.

The employment of fixed-term Employees, and any renewal thereof, shall be in writing with a copy sent to the Union.

4.02 In the event that an Employee hired under a fixed-term is retained as a full-time Employee or full-time Employee with special circumstances, 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 fixed-term of employment, subject to all adjustments provided for elsewhere in this Agreement.

4.03 In no event shall the grievance and arbitration procedure be used to contest the termination of a fixed-term 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. Fixed-term Employees hired under a formal fixed-term of employment shall not have recourse to layoff or recall procedures.

#### 4.04 Benefits

Fixed-term Employees shall receive an additional 4% of their current salary in lieu of all other benefits. Fixed-term Employees employed for a period of three (3) months or more are eligible for:

(a) Major Medical and Semi Private Hospital Care (18.02)

and

(b) Group Life Insurance Plan (18.05)

#### 4.05 Sick Leave

Fixed-term Employees are eligible to accumulate paid sick leave at the rate of one (1) day per month which may be used to compensate for sick leave at any time during the duration of the fixed-term of employment. Should a fixed-term Employee cease to be an Employee prior to the end of the fixed-term, then any paid sick leave beyond the amount accumulated up to that date shall be recovered by the Museum from any monies owing to that Employee.

Unused sick leave as provided for herein shall accumulate at that rate during the fixed-term of employment and any renewal thereof. Sick leave will be used exclusively to prevent loss of wages in any case of incapacity as a result of bona fide illness or injury.

#### 4.06 Vacations

Fixed-term Employees having a fixed-term of employment not exceeding twelve months shall receive a payment of 6% of his/her salary in lieu of paid vacation on the completion of the fixed-term of employment. If a fixed-term of employment extends beyond twelve months, he/she shall be entitled to paid vacation as set out in Article 19.

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

Article 12	Seniority
Article 14	Lay off
Article 15	Recall
Article 23	Responsibility Allowance
Article 25	Technological Change

and

Article 18	Benefit & Pension Plans
Article 19	Vacations
Article 22	Sick Leave, (except Article 22.04)

with these last three Articles modified by 4.04, 4.05 and 4.06 respectively.

4.08 The Museum will layoff a fixed-term Employee in order to avoid the indefinite layoff 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 a fixed-term.

4.09

- (a) Fixed-term Employees shall be notified in writing of pending renewal, continuation as an Employee with seniority, or termination of their fixed-term of employment no less than ten (10) working days prior to the specified termination date of their fixed-term or renewal.
- (b) If, within three months of the date on which he or she last worked for the Museum, a fixed-term 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 fixed-term of employment.
- (c) The minimum period of renewal shall be ten working days.
- (d) If, instead of rehiring a fixed-term Employee whose fixed-term of employment has not been renewed (the 'previous fixed-term Employee'), the Museum, within three months of the date on which the previous fixed-term Employee last worked for the Museum, hires another individual on a fixed-term of employment (the 'subsequent fixed-term Employee') to perform substantially the same work in or for the unit with which the previous fixed-term Employee was associated, the subsequent fixed-term Employee shall be regarded under paragraph 4.09 (b) as if he or she was rehired as the previous fixed-term Employee, except that in that instance, the date of commencement of the subsequent fixed-term Employee's fixed-term of employment shall fix his or her seniority under Article 4.02.

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

4.10 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 fixed-term Employee 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 14.02.

## **ARTICLE 5—MANAGEMENT FUNCTIONS**

5.01 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 6—UNION SECURITY**

6.01 All Employees will be subject to the compulsory deduction of regular Union dues in such amount as is specified by the Union to the Museum. Dues shall be deducted from each pay of the Employees, effective as of the Employee's first day of employment, or the date of ratification of this agreement, whichever is later, and forwarded to the Director of Financial Administration of OPSEU no later than the 15th day of each month following the month that the deductions were made.

6.02 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 6.01 hereof.

6.03 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 and the Job Evaluation Plan 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.

6.04 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 fixed-term to Employee with seniority.



## **ARTICLE 7—REPRESENTATION**

### 7.01

- (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 35, 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 change thereto.

7.02 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 10 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.

7.03 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 8—FULL-TIME EMPLOYEES WITH SPECIAL CIRCUMSTANCES**

8.01 The parties expressly acknowledge that there are included in the bargaining unit described in Article 1 hereof, Employees who, under special circumstances, regularly work twenty-four (24) hours per week or more, but less than thirty-five (35) hours per week in a full-time position. The term “full-time Employees with special circumstances” 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, or individuals covered by other existing collective agreements.

8.02 A full-time with special circumstances 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 full-time with special circumstances Employee to the greater of the regular hours for the same class of work under this Agreement and a normal workweek as defined in Article 16.01.

## **ARTICLE 9—DISCHARGE & DISCIPLINE**

9.01 No Employee, other than an Employee who, at the time of discharge, has not completed the probationary period specified in Article 11.01, shall be discharged except for just and sufficient cause; and no Employee shall be disciplined except for just and sufficient cause.

9.02 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.

9.03 Disciplinary letters shall be removed from the Employee’s file eighteen months from their issue date.

9.04 Employees shall, by appointment, have access to view and copy their personal files.

## **ARTICLE 10—GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURES**

10.01 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.

10.02 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 or, in the case of Employees working away from their home location with approval, within fifteen (15) working days after their return to work at their home location.

10.03 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 which 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.

10.04 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.

10.05 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.

10.06 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.

10.07 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 10.01.

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

10.09 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.

10.10 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 48 (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 48 (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 10, failing which the adjustment shall be limited as aforesaid.

10.11 Mediation Procedure

Prior to referring a grievance to arbitration, the parties will discuss the possibility of mediation, using a mutually agreed upon mediator, in the interests of resolving disputes as early as possible. The Union or the Museum may withdraw from the mediation process at any time and resume the grievance process.

## **ARTICLE 11—PROBATIONARY EMPLOYEES**

11.01 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 six (6) months 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 in the fourth month of employment.

A probationary Employee shall receive all the benefits of this Agreement not otherwise excluded.

The Union acknowledges that the Employer may dismiss a probationary Employee for any reason provided that the decision to do so shall not be arbitrary, discriminatory, or in bad faith.

## **ARTICLE 12—SENIORITY**

12.01 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.

12.02 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 Workplace Safety and Insurance Act.

12.03 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 12.02 (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.

12.04 A Seniority List as at June 30th of each year shall be posted on the appropriate bulletin board located at each Museum 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.

12.05 Effective July 1, 2002, the parties agree to apply seniority between the full-time and part-time units as follows:

- (a) Seniority accumulates separately within the full-time and part-time bargaining units in accordance with the respective Collective Agreement and is non-transferable to the other bargaining unit;
- (b) Should a bargaining unit Employee's status change from part-time to full-time or from full-time to part-time, their seniority in the applicable bargaining unit accumulated to the date of the status change will be frozen;
- (c) The bargaining unit Employee will begin to accumulate seniority in the other unit in accordance with the respective Collective Agreement on the date the status change is effective;
- (d) Should a bargaining unit Employee's status subsequently change to the original bargaining unit, their seniority accumulated after the date of the status change will be added to their seniority initially accumulated in the original unit;
- (e) All accumulated seniority will remain on the appropriate seniority list as long as the Employee is actively employed by the Museum.

12.06 Where an Employee is temporarily assigned or appointed to perform the duties and responsibilities of a position not covered by this Collective Agreement, he/she shall retain his/her rights and obligations under the Collective Agreement. At the end of the temporary assignment or appointment, an Employee may return to his/her previous position, if available and a comparable position if not available, with seniority reinstated to the date of leaving the bargaining unit. These provisions shall apply for a maximum period of twenty-four (24) calendar months. Seniority shall accrue for the first twelve (12) months of the temporary assignment or appointment unless otherwise agreed.

### **ARTICLE 13—JOB POSTING AND TRANSFER**

13.01 When a vacancy occurs in the bargaining unit, or a new position is created, and the Museum decides to fill such vacancy or position, then the Museum will post the openings on the Museum's bulletin board for a minimum period of five (5) working days. Copies of the posting will be posted on the job posting bulletin boards located at each Museum building, and on the

ROM Intranet and Internet website. 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.

13.02 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 13.05, the Employee shall then be confirmed in that position.

13.03 Where an internal applicant is unsuccessful in a job competition, the Museum will so notify the Employee in writing, and if requested, discuss reasons.

13.04 During a trial period as provided for in Article 13.06 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 13.06 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.

13.05 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.

13.06 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 in it for a period of two months. Such trial period may be extended or waived by mutual agreement between the Museum, the Employee and the Union.

13.07 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.

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

13.09 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 14—LAYOFF, BUMPING and REDEPLOYMENT**

14.01 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 a restructuring or reorganization, it will advise the Union through the Labour Management Committee as soon as practical including the rationale for the decision. Under this Article “contemplate” means before specific positions or persons have been identified as directly affected by such restructuring or reorganization. Once positions have been identified for layoff as a result of financial necessity or redundancy, which may result from restructuring or reorganization, the Museum shall provide the Union with fifty (50) working days written notice prior to notice of lay-off being given to the affected Employees. The parties shall meet within five (5) working days into this period to enter into a dialogue, to share all available and relevant information on the reasons for lay-off, and to discuss and attempt to find alternatives and minimize lay-offs.

The parties shall continue to meet throughout the notice period to discuss alternatives. Information regarding potential layoffs will be kept confidential by the respective manager(s), and by the Museum and the Union except as they may otherwise mutually agree. Nothing herein shall prevent the parties from obtaining advice, on a confidential basis, as required.

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.

14.02 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 layoff 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.

14.03 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 layoff, 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 or has been successful in obtaining another position within the Museum.

14.04 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 14.06 (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.

14.05 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.

14.06 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 14.03, 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. The list shall be provided to the Union in paper and electronically.

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:

bumping in the third or lower salary grades below, if a bump is available, or

choosing to remain on the recall list, with the continuing right to bump in future if he or she so desires, or

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. A meeting with the Employee, a representative from the Human Resources Department, and the Union will be held within five (5) days to discuss and identify the potential bump. The bump will be confirmed by Human Resources as soon as practical.
- (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 14.03 (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 10 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 14.07.

14.07 In addition to the rights reserved to by Clause 15.03, an Employee on layoff may apply for any posted opening which might arise during the term of his or her layoff, and the Museum agrees to accept a specific standing application from any Employee upon the Employee's commencing an indefinite layoff and will notify the Employee of all appropriate vacancies as they occur.

14.08 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 15 – Recall.

14.09 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.

The Museum agrees to discuss and offer to provide services to Employees subject to layoff. Such services may include career counseling, job placement and retraining.

Employees on approved medical leave of absence and/or pregnancy/parental leave shall not be subject to layoff provisions of the Collective Agreement until after their scheduled return to work.

## **ARTICLE 15—RECALL**

15.01 In the event of a recall, persons shall be returned to their original jobs or any other available vacancy that the Employee is qualified and able to perform, 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.

The parties agree that the “reasonable alternative employment “ provisions contained in Article 14.06 (e) shall apply in the same manner to recalled Employees. Employees shall have the right to decline an offer and maintain recall rights when a position is three (3) or more salary grades below their former position.

15.02 Persons who fail to respond to recall, as is provided for in Article 12.03 (d) and persons who decline recall offered in accordance with 15.01 shall be deemed to have terminated their employment with the Museum and shall have their names struck from the seniority list.

15.03 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 15.01.

For the purposes of this section (15.03) notification shall be by telephone or priority post. The “specified time” shall be reasonable, but shall not be less than three (3) days unless expressly stated in print by the Museum.

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

#### 15.05 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 14.

Employees on temporary recall can participate in all benefits, except Long Term Disability, as well as the pension plan for the duration of the temporary recall provided they were enrolled in the benefits plan at the time of layoff. 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 14.03 and 14.04.

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 15.02 and 15.03 shall not apply.

### **ARTICLE 16—HOURS OF WORK & OVERTIME**

16.01 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 workweek shall consist of five (5) normal working days (35 hours worked) commencing on Monday.

16.02 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.

16.03 If an Employee and Department Head cannot agree to a change in working hours within the timeframes provided for in 16.02, the Museum and the Union shall meet at least 15 working days prior to the anticipated change to discuss possible alternatives.

16.04 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.

16.05 A normal working day for all Employees hired after July 17, 2002, shall consist of seven (7) hours of work falling within eight (8) consecutive hours within one 24-hour period. A normal workweek shall consist of five (5) working days in a seven (7) day period and shall include two (2) consecutive days off work.

16.06 The normal hours of work for all Employees hired after July 17, 2002, shall commence between the hours of 6:30 a.m. and 2:00 p.m., (except Sundays and Holidays which shall be between the hours of 7:00 a.m. and 2:00 p.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 6:30 a.m. and 2:00 p.m., (except Sundays and Holidays which shall be between the hours of 7:00 a.m. and 2:00 p.m.), shall be approved by the Employee's Department Head/Manager in writing.

16.07 If the Museum determines to change the normal hours of work of an Employee hired after the date of ratification of the current Collective Agreement, it shall notify the Union and the Employee(s) in writing at least twenty (20) working days prior to the anticipated change. All Employees hired after July 17, 2002, and prior to the date of ratification of the current Collective Agreement shall have their current hours of work grandparented.

16.08 All Employees hired prior to July 17, 2002, shall be governed by 16.01, 16.02, and 16.03, unless they apply as per Article 13.01 and are appointed to a position for which the job posting stipulated a workweek and hours of work governed by 16.05 and 16.06.

16.09 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.

Except in cases of bona fide emergency, the decision to work overtime is at the discretion of the Employee and the choice of (a) or (b) is to be mutually agreed upon by the Employee and the Museum prior to commencing overtime.

16.10 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.

16.11 An Employee who is required to report to work on his/her regular scheduled day(s) off shall be paid a minimum of four (4) hours pays for all hours worked, whichever is greater, at one and one-half (1 1/2) times his/her regular rate of pay.

16.12 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 16.05, 16.06 and 16.07. The amount of agreed upon overtime actually worked shall be compensated at not less than straight time.

### 16.13 Regular Non-normal Hours of Work

Articles 16.01 and 16.02 notwithstanding, the following positions (Visitor Service Representatives, Lead Visitor Service Representatives, Program Coordinators, Gallery Coordinators, Banquet Service Coordinators, Room Service Coordinators, Technical Services Coordinators, Membership Sales Representatives) 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 16.01 and 16.02 shall be indicated on the appropriate job description and job postings together with the typical hours of work.
- (b) The total regularly scheduled workweek 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.

16.14 Departments having Employees to whom Article 16.09 applies shall maintain 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.

16.15 For an Employee in a position that includes responsibilities that are intermittently required to be fulfilled outside the 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 17—PAID HOLIDAYS**

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

New Year's Day	Civic Holiday (Simcoe Day)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada 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 17.02, 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.

17.02 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.

17.03 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 18—BENEFIT & PENSION PLANS**

18.01 The Museum shall arrange for the provision of the under noted 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.

### **18.02 Major Medical & Semi Private Hospital Care**

The Museum shall pay 100% of the premium. The Museum will provide for eye exams to be covered under the Extended Health Care Plan up to a maximum of one hundred (\$100.00) every twenty-four (24) months.

### **18.03 Dental Plan**

The Museum shall pay 100% of the premium.

### **18.04 Long Term Disability Plan**

The Employee shall pay 100% of the premium.



**18.05 Group Life Insurance Plan**

The Museum shall provide, at its cost, basic life insurance coverage equal to the annual salary of the Employee. Optional Life Insurance shall be made available to each Employee (subject to the approval of the insurance carrier), on a voluntary basis, in units of \$10,000. The Employee shall pay the full cost of optional life insurance.

**18.06 Pension Plan**

Eligible Employees will be enrolled in the Royal Ontario Museum Pension Plan. Participation is compulsory at age 35, except under the conditions noted in the Plan. The Employees shall contribute an amount equal to 3.25% of that part of salary up to the Canada Pension Plan's Yearly Maximum Pensionable Earnings amount, and 5% of salary that is in excess of that amount. The Museum shall pay the amount in addition to the Employee's contribution required to provide the pension as per the pension calculation. Fixed-term Employees are not eligible for membership in the ROM Pension Plan as per Article 4.04.

18.07 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 19—VACATIONS**

19.01 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.

19.02 Vacation must be taken by all Employees entitled thereto and completed by the end of the vacation year.

19.03 Notwithstanding the provisions of Article 19.02, an Employee may, with the approval of the respective Senior Manager, defer to the following vacation year up to a maximum of an amount equal to their annual vacation entitlement less ten (10) days. All such requests shall be submitted in writing by April 1 for the current vacation year and shall not be unreasonably denied. The deferred vacation entitlement shall be taken in the following year.

19.04 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.

19.05 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.

19.06 Salary for the vacation period shall be paid on the Employee's regular payday. An Employee may request that such payment be made immediately in advance of his/her vacation period.

19.07 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 20—JURY DUTY**

20.01 If an Employee is called for jury duty or subpoenaed as a witness, on a day in which they were scheduled to work, s/he shall not lose any pay for the necessary time required for such service, provided that the amount paid, if any, 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 21—LEAVE OF ABSENCE**

### **21.01 General**

The following provisions shall apply to leaves of absence as contained hereunder:

- (a) It is expressly understood that Employees will not absent themselves from work on a leave of absence without first making proper application for and obtaining the Museum's approval to do so;
- (b) Leaves of absence shall be applied for in writing; and permission for such leaves shall also be in writing. Such leaves shall not be unreasonably requested nor withheld;
- (c) In emergency situations where it is not possible for written application to be made, the Employee shall notify the Museum of his/her request for a leave of absence and obtain his/her immediate supervisor's consent thereto at the earliest possible opportunity;

- (d) It is recognized that leaves of absence must not interfere with the normal operations of the Museum or of the Employee's department;
- (e) An Employee absent on an approved leave of absence 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.
- (f) An Employee on an approved leave of absence without pay in excess of thirty (30) calendar days may elect to continue benefit and life insurance coverage, but not long term disability coverage, provided they pay the full premiums during such leave. An Employee on an approved leave of absence without pay in excess of thirty (30) calendar days may also elect to continue in the ROM Pension Plan, subject to the provisions of the Plan, provided they continue their contributions during such leave.

#### 21.02 **Bereavement Leave**

- (a) In the event of a death in the immediate family, and upon notification to the Department Head or Manager, an Employee will be granted Bereavement Leave for up to three (3) consecutive working days without loss of regular pay.
- (b) Additional time shall be made available, 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.
- (c) Immediate family shall mean: Spouse, Parent, (including Foster or Step-Parent), Child, (including Foster or Step-child), Brother, Sister, Grandparent, Grandchild, Uncle, Aunt, Nephew, Niece, Son-in-law, Daughter-in-law, of the Employee; the Parent (including Foster or Step-Parent), Brother, Sister, Grandparent, Uncle, Aunt, Nephew, Niece, of the Employee's spouse; ward of the Employee, or relative permanently residing in the Employee's residence or with whom the Employee permanently resides. For the purposes of bereavement leave, "spouse" includes a common-law spouse or partner of the same sex.
- (d) The Museum may request that the Employee provide proof of death.
- (e) In the event of a death in the immediate family of an Employee during his/her vacation, an Employee shall, upon request and proper notification to the Museum, be considered to be on Bereavement Leave. Any vacation lost through bereavement may be taken at a time mutually agreed to by the Employee and his/her Manager/Department Head.

#### 21.03 **Leave of Absence Without Pay**

The Museum may grant a leave of absence without pay for reasonable periods of time but not to exceed one (1) year, except in exceptional circumstances. Such requests shall not be unreasonably requested nor withheld.

#### 21.04 **Union Leave**

- (a) Subject to 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 with pay for periods not to exceed, in the aggregate, sixty (60) working shifts in any attendance year (July 1 – June 30) to permit Employees selected by the Union to attend Union conferences, seminars and training courses. The Union will reimburse the Museum for such leaves.
- (b) Subject to the provisions of Article 21.02 regarding the accumulation of seniority and the requirements of Museum operations, upon the written request by the Union with reasonable notice, the Museum will grant leave of absence without pay to Employees elected as Executive Board members and Executive Officers of the Union.

#### 21.05 **Education Leave**

- (a) The Museum may, in its sole discretion, grant a sabbatical or educational leave of absence with or without pay subject to the provisions herein.
- (b) 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.

#### 21.06 **Pregnancy Leave**

- (a) In accordance with the Employment Standards Act, a pregnant Employee is entitled to a leave of absence without pay for a period of up to seventeen (17) weeks. The Employee shall give the Museum written notice at least two (2) weeks in advance of commencing such leave accompanied by a certificate from a legally qualified medical practitioner indicating that the Employee is pregnant and specifying the expected delivery date. The pregnancy leave may commence at any time during the seventeen (17) weeks prior to the estimated date of delivery.
- (b) For eligible Employees, the Museum will, in accordance with the Employment Insurance Regulations, supplement the employment insurance benefits received by the Employee during the pregnancy leave to ninety-five (95) percent (or such other limit as may be determined by Employment Insurance) of the Employee's normal weekly gross salary for a period of seventeen (17) weeks.
- (c) An Employee taking a pregnancy leave shall be responsible for the Employee portion of the premiums of the subsidized Employee benefits in which she is participating. The Employee may arrange with the Museum to repay the Employee portion of the premiums of the subsidized Employee benefits for the entire period of the leave to ensure coverage.
- (d) It is understood that credit for service or seniority for all purposes shall be accumulated in accordance with the provisions of Article 12 of this Agreement.

- (e) Upon the Employee's return to work after a pregnancy leave, the Museum will reinstate the Employee to her former position and rate of pay, if it still exists, or to a comparable position with an equal rate of pay to that of her former position, if it does not.
- (f) In the event that an Employee wishes to return to work before the end of her pregnancy leave, as defined in the Employment Standards Act, she may do so upon giving the Museum four (4) weeks written notice prior to her return to work.

#### **21.07 Parental Leave**

- (a) In accordance with the Employment Standards Act, an Employee who has been employed for at least thirteen (13) weeks is entitled to a leave of absence without pay for the purposes of parental leave for a period of up to thirty-five (35) weeks if the Employee also took pregnancy leave, and thirty-seven (37) weeks otherwise. The Employee shall give the Museum written notice at least two (2) weeks in advance of commencing such leave.
- (b) An Employee taking a parental leave shall be responsible for the Employee portion of the premiums of the subsidized Employee benefits in which s/he is participating. The Employee may arrange with the Museum to prepay the Employee portion of the premiums of the subsidized Employee benefits for the entire period of the leave to ensure coverage.
- (c) It is understood that credit for service or seniority for all purposes shall be accumulated in accordance with the provisions of Article 12 of this Agreement.
- (d) Upon the Employee's return to work after a parental leave, the Museum will reinstate the Employee to her/his former position and rate of pay, if it still exists, or to a comparable position with an equal rate of pay to that of her/his former position, if it does not.
- (e) In the event that an Employee wishes to return to work before the end of her/his parental leave, as defined in the Employment Standards Act, s/he may do so upon giving the Museum four (4) weeks written notice prior to her/his return to work.

#### **21.08 Adoption Leave**

- (a) In accordance with the Employment Standards Act, an Employee who has been employed for at least thirteen (13) weeks is entitled to a leave of absence without pay for the purposes of adoption leave for a period of up to thirty-seven (37) weeks immediately following the date the child comes into the Employee's custody, care and control for the first time. The Employee shall give the Museum written notice at least two (2) weeks in advance of commencing such leave accompanied by proof of adoption indicating the date the child will come into the care and custody of the Employee for the first time.
- (b) For eligible Employees, the Museum will, in accordance with the Employment Insurance Regulations, supplement the employment insurance benefits received by the Employee during the adoption leave to ninety-five (95) percent (or such

other limit as may be determined by Employment Insurance) of the Employee's normal weekly gross salary for a period of seventeen (17) weeks.

- (c) An Employee taking a parental leave for the purposes of adoption shall be responsible for the Employee portion of the premiums of the subsidized Employee benefits in which s/he is participating. The Employee may arrange with the Museum to prepay the Employee portion of the premiums of the subsidized Employee benefits for the entire period of the leave to ensure coverage.
- (d) It is understood that credit for service or seniority for all purposes shall be accumulated in accordance with the provisions of Article 12 of this Agreement.
- (e) Upon the Employee's return to work after an adoption leave, the Museum will reinstate the Employee to her/his former position and rate of pay, if it still exists, or to a comparable position with an equal rate of pay to that of her/his former position, if it does not.
- (f) In the event that an Employee wishes to return to work before the end of her/his adoption leave, as defined in the Employment Standards Act, s/he may do so upon giving the Museum four (4) weeks written notice prior to her/his return to work.

#### 21.09 **Personal Leave**

- (a) The Museum may grant from one (1) up to five (5) days paid leave annually during the attendance year (July 1 – June 30) for legitimate personal reasons. Such leave includes, but is not limited to:
  - 1. religious holidays;
  - 2. acquisition of Canadian citizenship;
  - 3. parent/teacher interviews;
  - 4. extreme weather conditions;
  - 5. immediate and short-term care for a member of the Employee's immediate family;
  - 6. attending scheduled medical or dental appointments with a member of the Employee's immediate family;
  - 7. supplementing a bereavement leave;
  - 8. attending the funeral of a close relative or friend;
  - 9. serious issues that affect the Employee or the Employee's immediate family which require immediate attention;
  - 10. or other unforeseen short-term emergencies that affect the Employee or the Employee's immediate family.

- (b) The Museum may also grant leave of absence with or without pay for emergency personal reasons or other bona fide compassionate reasons which require a leave of absence of greater than five (5) consecutive days. Such leave shall not be unreasonably withheld. The Museum may require documented proof of the 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 or designate.

#### **21.10 Moving Day**

An Employee shall be allowed one (1) day off per attendance year (July 1 – June 30) without loss of pay for the purpose of moving from his/her existing principal residence to a new principal residence.

#### **21.11 Pre-Paid Leave**

An Employee may, subject to operational requirements and with the approval of the appropriate Vice-President/Senior Manager, be granted a special leave of absence without stated purpose subject to the following conditions:

- (a) The Employee agrees to a reduction of 20% of the Employee's total salary for each of the first four (4) years the agreement is in force and 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 fifth year, which shall be the year of the leave, 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's application has been approved;
- (f) Notwithstanding the above, the terms and conditions of the special leave of absence must conform to Revenue Canada guidelines.

The Director/President, after consultation with Senior Management and Department Heads shall set quotas in regard to the maximum number of leaves in Article 21.11 which can be taken in any one year. As far as possible the quotas will be set to meet both the requests of the Employees and the operational needs of the Museum.

### **21.12 Emergency Leave**

The employer shall grant an employee's request for Emergency Leave in accordance with Section 50 of the Employment Standards Act (ESA), 2000. While on such leave, the Employee shall continue to accrue seniority, earn all applicable credits and continue to participate in the pension plan and benefit plan as per the Collective Agreement.

This leave is in conjunction with Article 21.09 (a).

### **21.13 Leave for Full-Time Union Position**

When an Employee is elected or appointed to a full-time position with OPSEU, the Employer shall grant Leave of absence with salary and benefit continuance, on a bill-back basis to OPSEU to allow the employee to assume a position with the Provincial Union for up to one (1) year. A request for such leave will be made in writing by the Union as far in advance as possible. The employee will return to his or her home position at the end of the leave if the position still exists. If no such position is available then Article 14 will apply. The Museum will consider requests for extensions with at least one month written notice.

### **21.14 Family Care Leave**

The Employer shall grant an employee's request for Family Medical Leave in accordance with Section 49.1 of the Employment Standards Act, 2000. While on such leave, the Employee shall continue to accrue seniority, earn all applicable credits and continue to participate in the pension plan and benefit plan as per the Collective Agreement.

This leave is in conjunction with Article 21.09 (b) and an approved leave with pay shall not exceed 50% of the total period of the leave of absence.

## **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.

In circumstances where the Museum requests additional medical evidence beyond the basic verification of absence, the Museum will reimburse the Employee for the costs of such documentation upon submission of appropriate original receipts from the medical practitioner.

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 Workplace Safety and Insurance Act up to a maximum of three (3) calendar months in an attendance year.

### **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/he 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/he 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/he 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. The Employer will provide the appropriate orientation or training required for the implementation of the new technology no later than forty (40) working days after its implementation.

25.02 Should a technological change result in layoff, Article 14 – 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.

26.05 The parties agree that it is in their best interest to have accurate and up to date job descriptions. The Department Head/Manager and Employee(s) will endeavor to review existing job descriptions every three (3) years and update where necessary in accordance with the Job Review Committee Procedures.

26.06 The parties agree to adjust the point band for Salary Grade 15 to 450-464 and for Salary Grade 16 to 465+.

## **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 "Start Rate".
- (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 3
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 grand-parented.
- (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 grandparented.

**27.07 Promotions:**

- (a) A promotion occurs when an Employee is selected, in accordance with Article 13, 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 "trial period" 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 grand-parented.

**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 grand-parented.

**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 14.03 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 grand-parented.
- (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 15.01 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 grand-parented.

**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 grand-parented. Provisions for grand-parenting 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 grandparented.
- (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 Fixed-Term Employees:**

Fixed-term 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 Grandparented:**

For the purposes of this Collective Agreement, “grandparented” shall mean that an incumbent(s) shall remain at his/her current salary grade and shall continue to progress through the salary grade steps in accordance with Article 27.05, and shall also continue to be eligible for any negotiated increases to the Salary Schedule. This does not apply to an Employee who voluntarily accepts a position in a lower salary grade in accordance with the job posting provisions of Article 13.

### **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 12.02.

## **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.

The parties agree that in accordance with the Occupational Health and Safety Act of Ontario, the Employer, supervisors and workers shall comply with their duties, responsibilities, rights and obligations under the Act.

28.02 Should the employer contemplate a restructuring of an Employee(s)’ work environment, i.e., space allocation, work location or equipment, such proposed plan or proposal will be

referred to the Joint Health & Safety Committee. The Committee shall ensure compliance with the Ontario Occupational Health Act as well as explore possible alternatives to ensure a safe and healthy environment and minimization of adverse effects. Affected Employee(s) shall be provided with an opportunity for input.

#### **28.03 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.

#### **28.04 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.

28.05 The Museum may reimburse reasonable costs to Employees for personal clothing accidentally damaged while working on the job, excluding clothing damaged due to "normal wear and tear" or carelessness, provided that all reasonable precautions had been taken in advance including the appropriate use of personal protective equipment.

Where the Museum requires specialized personal clothing or equipment for those employees working off-site or in the field, the type of specialized clothing or equipment required will be determined through discussions with the project or field supervisor, prior to the commencement of the field work. The Museum will reimburse the employee for the purchase of such clothing or equipment based on such discussions.

28.06 Where an injured Employee requires immediate medical attention, the Employer will endeavor to provide transportation to the nearest medical facility.

### **ARTICLE 29—LABOUR MANAGEMENT COMMITTEE**

29.01 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.



Upon request by the Labour Management Committee, Senior Managers will make presentations to the Labour Management Committee on the strategic direction of the Museum and how it relates to their respective departments. Such presentations may include the vision and mission of the Museum, the multi-year business plan, the annual operating budget, information relating to staffing levels, growth opportunities for revenue generation, and will include employment stability issues within the Museum which may have a positive or negative impact on Employees.

### **ARTICLE 30—UNION REPRESENTATION TO THE BOARD**

30.01 The Union shall be provided an opportunity, on a quarterly basis, to have representatives meet with the Chair and Vice-Chair of the Board following regularly scheduled Board meetings. The purpose of these meetings shall be to discuss matters of mutual interest. The Director/ President, the Chief Operating Officer and the Vice-President, Collections and Research, or designates, shall also be in attendance at these meetings. The Union shall have the right to make formal representations to the Board.

### **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” (15.01) 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 15.02 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 to 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” (15.01) shall not be performed by students, volunteers and persons not employed by the Museum before such Employees are recalled.

### **ARTICLE 33—UNIFORMS**

33.01 The Museum agrees to provide uniforms, on an annual basis, to those employees working in positions where it deems the wearing of such uniform is warranted. Such uniforms shall be supplied, laundered, altered, repaired and replaced at the Museum's expense.

The number of uniforms issued will remain in the present quantity unless changes are agreed to at the Labour-Management Committee.

The Museum will consult with the Union regarding the style and appearance of uniforms at the Labour-Management Committee. Such meetings may be augmented as required by up to two (2) additional staff from this bargaining unit. The final decision as to which employees will be

required to wear the uniforms and the style and appearance of the uniforms will rest with the Museum.

The Employer will pay an allowance of \$100 annually in July of each year, to those employees working in positions where it deems the wearing of such uniform is warranted, upon submission of the sales receipt for the purchase of footwear, including winter footwear. Shoes worn with uniforms shall be black in colour.

The Museum will pay an allowance of \$175 annually in July of each year, upon the submission of the sales receipt for the purpose of such footwear, to those Employees working in positions where the Employer deems the wearing of safety footwear is required.

Payment for footwear for probationary Employees will be made upon completion of their probationary period, prorated from their date of hire to July 1.

**ARTICLE 34—NO STRIKES, NO LOCKOUTS**

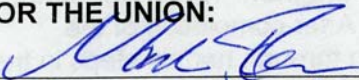

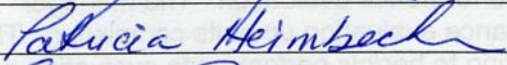
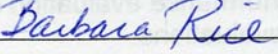
34.01 The parties agree that there shall be no strikes or lockouts during the operation of this Collective Agreement.

**ARTICLE 35—RENEWAL, AMENDMENT AND TERMINATION**

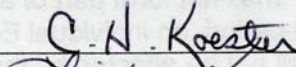
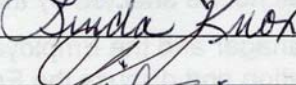
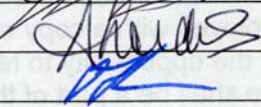
35.01 This Agreement shall become effective on the 1st day of July 2007 and shall remain in effect up to and including the 30th day of June 2012, and shall be renewed automatically from year to year thereafter, unless either party notifies the other in writing within ninety (90) days prior to the expiry date of this Agreement that it desires to amend or terminate this Agreement.

DATED AT TORONTO, ONTARIO, THIS 21st DAY OF OCTOBER 2010.

FOR THE UNION:

  
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FOR THE MUSEUM:

  
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## **APPENDIX A—PERFORMANCE EVALUATION AND 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 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. 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—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 218C, Curatorial Centre (the “office space”) in the fulfillment 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. 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.
8. 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 be 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.

9. In the event of a strike by, or a lockout of, the Union, the Museum will not provide access to the office space for members of the Union or persons acting on its behalf.
10. 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.
11. Access to the office space outside the Museum's normal working hours shall be in accordance with the Museum's restricted access policy.

### **APPENDIX C—SUPPLEMENTAL EMPLOYMENT BENEFIT PLAN**

1. The objective of this Plan is to supplement the employment insurance benefits received by eligible OPSEU Employees as per E.I. regulations from Human Resources Development Canada during temporary periods of unemployment caused by pregnancy or adoption.
2. The following group of Employees is covered by the plan:  
  
Eligible OPSEU (Ontario Public Service Employees Union) Employees as per E.I. regulations 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, for Employees on pregnancy or adoption for a period of seventeen (17) weeks.  
  
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 E.I.
4. The maximum number of weeks for which SUB is payable during a pregnancy leave or adoption leave is seventeen (17) weeks.
5. The duration of the plan is from July 1, 2007 to June 30, 2012.
6. Employees disentitled or disqualified from receiving Employment Insurance benefits for reasons other than adoption leave are not eligible for SUB.
7. Employees on pregnancy leave must apply for the employment insurance benefit before SUB becomes payable.
8. The Employee on pregnancy leave must provide the Employer with acceptable proof that she is receiving Employment Insurance benefits.

9. 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.
10. The foregoing is agreed to subject to receiving a letter of approval from E.I.

**APPENDIX D—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 Workplace Safety and Insurance 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 E – Letter of Understanding between the Royal Ontario Museum and The Ontario Public Service Employees’ Union and its Local 543 Regarding Employees’ Share of Employment 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 Employment Insurance Premium reduction which will be applied in the following manner:

1. 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 CEIC rate (1.4%) and the Employer reduction awarded (i.e. 1.287% in 1995)
2. This arrangement will remain in effect provided that the Museum is awarded Employment Insurance Premium reduction or until the parties mutually agree to rescind this agreement.

**APPENDIX F—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 fulfill 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 G—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 7 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 H—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**

The parties agree to refer the issue of “recognition of Employees in the Museum appropriately belonging in the bargaining unit” to the Labour Management Committee for discussion. Failing agreement, either party may submit an application to the Ontario Labour Relations Board for determination.

Where the parties agree upon the inclusion of an Employee into the bargaining unit, 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 14, 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.

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 8 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 to the JRC . Salary changes as a result of classification, and the reclassification, shall be based on time of service in their current position and seniority and Article 14 provisions shall also apply.

Article 1 – Recognition shall be changed to reflect any changes agreed to through this process.

**APPENDIX I—Letter of Understanding between the Royal Ontario Museum and the Ontario Public Service Employees’ Union and its Local 543 Regarding Economic Adjustments**

The Museum agrees that, in the event that the Museum grants the Museum’s exempt staff an economic adjustment in any year of this Collective Agreement that is greater than that negotiated with the Union, the percentage differential will be granted to bargaining unit Employees for that year.

**APPENDIX J—Letter of Understanding between the Royal Ontario Museum and the Ontario Public Service Employees’ Union and its Local 543 Regarding Market Adjustment**

The parties agree to establish a Labour/Management Committee in July 2011 to review updated published market surveys of comparable positions in Canada, such as the Board of Trade and Mercer Compensation surveys or any other published surveys that the parties agree upon. Based on this survey data, the Committee may recommend appropriate adjustments to the Salary Schedules to the respective negotiating committees. The objective of any such recommended adjustments shall be to maintain market parity and the integrity of the Job Evaluation Plan.

**APPENDIX K—STANDBY**

During the term of this Collective Agreement, where the Employer requires an Employee to be available on standby during his/her regularly scheduled day(s) off, he/she shall be entitled to a standby payment of three (3) hours at his/her regular rate of pay for each weekend standby shift required and two (2) hours at his/her regular rate of pay for each statutory holiday standby shift required. A weekend standby shift shall be defined as 8:00 a.m. to 8:00 p.m. Saturday and 8:00 a.m. to 6:00 p.m. Sunday. A statutory holiday standby shift shall be defined as 8 a.m. to 6:00 p.m. This provision shall apply to Employees in Preparators, Information Technology Services, New Media Resources, or another area agreed to by the Union through the Labour Management Committee.

An Employee designated for standby duty shall be available during his/her period of standby and be available to return to work as quickly as possible if called. For this purpose an Employee on standby duty shall be provided with a cell phone. In designating Employees for standby duty, the Employer will provide for the equitable distribution of standby duties and will include Managers in the rotation. Standby duties will be distributed on a voluntary basis. Where this is insufficient to meet the standby requirements then standby duties shall be assigned by reverse seniority on a rotational basis.

An Employee who is on standby duties and who is contacted by telephone and can resolve the problem from a remote location or by telephone will be paid in increments of one half (½) hour at their regular rate of pay for the time required to resolve the problem. An Employee called in to work from standby shall be paid in accordance with Article 16.07 or 17.02. An Employee called in to work may also claim reasonable transportation costs.

**APPENDIX L—Letter of Understanding between the Royal Ontario Museum and the Ontario Public Service Employees’ Union and its Local 543 Regarding Job Evaluation Plan**

The parties agree that the current joint Job Review Committee will endeavor to complete its review of the current Job Evaluation Plan no later than 31 December 2008. Notwithstanding Section 3 “Introduction-Revisions to the Plan” of the Job Evaluation Plan, any mutually agreed modifications of the Job Evaluation Plan will be presented to the Museum and OPSEU for ratification within twenty (20) working days of the Job Review Committee having completed this work. Any mutually agreed modifications to the Job Evaluation Plan shall be implemented no later than twenty (20) calendar days after ratification by both parties.

## **APPENDIX M—JOB CLASSIFICATIONS**

<b>Salary Grade</b>	<b>Job Title</b>
1	No positions currently classified
2	No positions currently classified
3	No positions currently classified
4	Cashier, Accounts Receivable Clerk Mail Clerk
5	Administrative Assistant/Data Processor Data Processor Research & Gallery Assistant Visitor/Member Representative
6	Administrative Assistant Digital Assets Coordinator Assistant
7	Administrative Assistant ICC Coordinator Shipper/Receiver Clerk
8	Accounts Payable Clerk Assistant Coordinator Department Assistant Entertainment Programme Assistant Meetings, Promotional & Theatre Events Coordinator Membership Coordinator Membership Database Coordinator
9	Administrative Assistant Banquet Services Coordinator Biodiversity Database Assistant Community Travelling Exhibitions Coordinator Departmental Assistant Digital Image Technician/Assistant Exhibit Graphic Production Assistant Lead Concierge New Media Resources Assistant Public Affairs & Database Coordinator Publicist Purchasing Officer School Entrance Coordinator Shipper/Receiver Technical Services Coordinator Technician Wayfinding Graphic Production Assistant
10	Accounts Payable Clerk Lead Hand Administrative Coordinator Budget Officer

Carpenter  
Financial Reporting Analyst  
Gallery Coordinator  
Junior Artist  
Photographer/Digital Imaging Technician  
School Cases & Starlab Coordinator  
Technician  
Tourism Sales Coordinator

- 11 Library Technician - Acquisitions  
Library Technician - Cataloguing  
Marketing Coordinator  
New World Archaeology Technician  
Preparator  
Program Coordinator  
Program Coordinator (Schad Gallery)  
School Visits Coordinator  
Supervisor, Accounts Receivable & Cash Office  
Technician  
Technician - Anthropology  
Web Producer/Coordinator
- 12 Administrative Assistant  
Conservator  
Database Technician  
Entomology Technician  
Graphic Designer, New Media Resources  
Greek & Roman Collections Technician  
Library Technician – Far Eastern Library  
Mycology Technician  
Office Coordinator  
Rights & Reproductions Coordinator  
Senior Publicist  
Systems Support Administrator  
Technician  
Technician – Textiles & Costume  
Video Producer/Audio Visual Specialist  
Web Designer
- 13 Bilingual Teacher  
Corporate Event Sales Coordinator  
Database Analyst/Web Programmer  
Database Technician  
Design Technologist  
Exhibit Designer – 3D  
Exhibit Designer, Graphics  
Exhibit Planner  
Far Eastern & South Asian Collections Technician  
Graphic Designer/Production Coordinator  
Interpretive Planner  
Managing Editor, Rotunda Magazine

Registration Coordinator  
Senior Technician, Textiles & Costume  
Social Event Sales Coordinator  
Story/Creative Producer  
Teacher  
Technician  
Wayfinding Design Coordinator  
Wet Collections Technician

- 14      Astronomer/Science Teacher  
         Audio/Visual Producer  
         DNA Laboratory Technician  
         Entomology Technician  
         Senior Photographer  
         Senior Preparator  
         Senior Systems Engineer  
         Technician – Herpetology
- 15      Senior Artist  
         Technician
- 16      Senior Conservator  
         Senior Conservator – Preventive Conservation

**APPENDIX N—SALARY SCHEDULES**

As per attached for all positions retroactive to July 1, 2007, for all hours worked provided Employees are still actively at work, or have retired since July 1, 2007, or have been approved for LTD benefits since July 1, 2007, or have been on an approved leave of absence since July 1, 2007.

Employees in grand-parented positions shall receive a 3% economic adjustment in each of 5 years of the Collective Agreement.

**SALARY SCHEDULE: JULY 1, 2007– JUNE 30, 2008**

SALARY GRADE	STEP 1	STEP 2	STEP 3	JOB RATE
	87.5%	90%	95%	
1	26,118	26,864	28,357	29,849
2	27,544	28,331	29,905	31,479
3	29,051	29,881	31,541	33,201
4	30,642	31,517	33,268	35,019
5	32,320	33,243	35,090	36,937
6	34,092	35,066	37,014	38,962
7	35,960	36,987	39,042	41,097
8	37,935	39,019	41,186	43,354
9	40,020	41,163	43,450	45,737
10	42,217	43,423	45,836	48,248
11	44,538	45,811	48,356	50,901
12	46,989	48,332	51,017	53,702
13	49,577	50,993	53,826	56,659
14	52,308	53,803	56,792	59,781
15	55,191	56,768	59,921	63,075
16	58,233	59,897	63,224	66,552

**SALARY SCHEDULE: JULY 1, 2008– JUNE 30, 2009**

SALARY GRADE	STEP 1	STEP 2	STEP 3	JOB RATE
	87.5%	90%	95%	
1	26,933	27,703	29,242	30,781
2	28,425	29,237	30,862	32,486
3	30,002	30,859	32,574	34,288
4	31,667	32,572	34,381	36,191
5	33,425	34,380	36,290	38,200
6	35,283	36,291	38,307	40,323
7	37,242	38,306	40,434	42,562
8	39,313	40,436	42,683	44,929
9	41,502	42,688	45,059	47,431
10	43,810	45,062	47,566	50,069
11	46,250	47,571	50,214	52,857
12	48,827	50,222	53,012	55,802
13	51,548	53,021	55,966	58,912
14	54,423	55,978	59,088	62,198
15	57,459	59,100	62,384	65,667
16	60,664	62,397	65,864	69,330



**SALARY SCHEDULE: JULY 1, 2009– JUNE 30, 2010**

SALARY GRADE	STEP 1	STEP 2	STEP 3	JOB RATE
	87.5%	90%	95%	
1	27,748	28,541	30,126	31,712
2	29,306	30,143	31,817	33,492
3	30,952	31,837	33,605	35,374
4	32,692	33,626	35,494	37,362
5	34,530	35,517	37,490	39,463
6	36,473	37,515	39,599	41,683
7	38,524	39,624	41,826	44,027
8	40,692	41,855	44,180	46,505
9	42,984	44,212	46,668	49,124
10	45,404	46,701	49,296	51,890
11	47,961	49,332	52,072	54,813
12	50,663	52,111	55,006	57,901
13	53,520	55,049	58,108	61,166
14	56,537	58,153	61,383	64,614
15	59,726	61,432	64,845	68,258
16	63,095	64,897	68,503	72,108

**SALARY SCHEDULE: JULY 1, 2010– JUNE 30, 2011**

SALARY GRADE	STEP 1	STEP 2	STEP 3	JOB RATE
	87.5%	90%	95%	
1	28,564	29,380	31,012	32,644
2	30,187	31,049	32,774	34,499
3	31,903	32,815	34,638	36,461
4	33,717	34,681	36,607	38,534
5	35,635	36,653	38,690	40,726
6	37,663	38,739	40,891	43,043
7	39,806	40,943	43,217	45,492
8	42,071	43,273	45,677	48,081
9	44,466	45,736	48,277	50,818
10	46,996	48,339	51,025	53,710
11	49,673	51,092	53,931	56,769
12	52,501	54,001	57,001	60,001
13	55,492	57,077	60,248	63,419
14	58,652	60,328	63,679	67,031
15	61,994	63,765	67,308	70,850
16	65,525	67,397	71,142	74,886

**SALARY SCHEDULE: JULY 1, 2011– JUNE 30, 2012**

SALARY GRADE	STEP 1	STEP 2	STEP 3	JOB RATE
	87.5%	90%	95%	
1	29,378	30,218	31,896	33,575
2	31,067	31,955	33,730	35,505
3	32,854	33,792	35,670	37,547
4	34,743	35,735	37,721	39,706
5	36,740	37,790	39,890	41,989
6	38,853	39,963	42,183	44,403
7	41,087	42,261	44,609	46,957
8	43,450	44,691	47,174	49,657
9	45,948	47,261	49,886	52,512
10	48,590	49,978	52,754	55,531
11	51,384	52,852	55,788	58,724
12	54,338	55,891	58,996	62,101
13	57,463	59,105	62,388	65,672
14	60,767	62,503	65,976	69,448
15	64,261	66,097	69,769	73,441
16	67,956	69,898	73,781	77,664