

# Collective Agreement

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between

Ontario Public Service Employees Union  
on behalf of its Local 543

AND

The Royal Ontario Museum  
Part Time

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Duration: July 1, 2001 TO: June 30, 2004



Sector 6C  
5-543-378-20040630-6C

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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 co-operation 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 part-time employees of the Royal Ontario Museum, save and except:

- (a) persons covered by existing collective agreements
- (b) students employed for the periods set out below; and
- (c) persons hired for a total of less than seventy (70) hours in any calendar year

**1.02** (a) For the purposes of clarifying the hours of work and other related provisions in this Collective Agreement, it is understood and agreed that average hours of work shall be calculated over a period of four (4) consecutive weeks.

(b) A part-time employee is defined as an employee who works an average of less than twenty-four (24) hours per week and who, for the purposes of the application and administration of this agreement, works in a position which falls into one or both of the two following sub-groups:

- (i) *regular part-time:*  
a position which has a regularly posted or pre-arranged work schedule averaging less than twenty-four (24) hours per week on an ongoing basis (which is defined as a minimum period of six (6) months), and which may be full-time hours during the school summer vacation period, Christmas and March Break periods;
- (ii) *occasional part-time:*  
a position which has a pre-arranged work schedule of less than twenty-four (24) hours per week on an intermittent, occasional or irregular basis, usually for a definitive term or specific task, and which may be full-time

hours during the school summer vacation period, Christmas and March Break periods;

A part-time employee may work in more than one position either regular part-time and/or occasional part-time provided the total hours in those positions do not exceed thirty-five (35) hours per week averaged over a period as calculated in 1.02 (a).

- 1.03** A student is defined as an employee who works only during the school summer vacation period that is Victoria Day to Labour Day, as well as students hired during the Christmas and March Break periods. Also captured by this definition are student placements and students temporarily retained by the Museum under work experience programs funded by external agencies where the purpose of the placement is for the student's educational experience and development.
- 1.04** It is understood that, due to the nature of part-time work, the foregoing provisions may not adequately describe all employees in this bargaining unit. Therefore: it is agreed that any anomalies which may arise from time to time will be addressed and resolved by the parties through the Labour-Management Committee. A dispute not resolved at the Labour-Management Committee may be dealt with as a Policy Grievance.

## **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 employee 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, color, nationality, origin, political or religious affiliation, sex, sexual orientation, marital status or handicap 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 - MANAGEMENT FUNCTIONS**

- 3.01** 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 4 - UNION SECURITY**

- 4.01** 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 employee, 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 deductions were made.
- 4.02** 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 Article 4.01.
- 4.03** The Museum undertakes to inform new employees in the bargaining unit that the collective agreement is in effect. The Museum will provide a copy of this collective agreement to new employees on completion of their probationary period. It will also ensure that copies are available within each department where such persons are employed so they can inform themselves of its contents.

- 4.04** The Museum will provide the relevant Union Steward with copies of the Offer Letters for new employees. It will also provide the Local with a copy of the dues deduction reconciliation list provided to OPSEU in accordance with Article 4.01 above. The list shall include the following information for each employee: name, S.I.N., gender, department identification code, the amount of month-to-date and year-to-date dues deducted, and date of last hire. The Museum will also indicate if a name was not on the previous report

## ARTICLE 5 - REPRESENTATION

- 5.01**      *(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, prior to any conciliation, mediation or voluntary arbitration proceedings.
- (b)*      In addition, in order that the Negotiating Committee may properly prepare for bargaining, the Committee members shall each be entitled to up to forty-seven (47) hours' leave prior to and during the negotiating process up to conciliation without loss of pay or other benefits. Seven (7) calendar days' notice shall be given to the employee's Department Head before leave is to be taken. The duration of the cumulative days taken shall not exceed three (3) at one time.
- 5.02**      *(a)*      The Museum will recognize a Local Unit Committee, composed of a maximum of five (5) employee representatives from the bargaining unit 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 Unit Committee, and any changes thereto.
- (b)*      The Union acknowledges that the members of the Local Unit Committee must continue to perform their regular duties; and, except as provided for herein, that all activities of the Local Unit 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.

- (c) An employee representative who attends a grievance meeting with a representative or representatives of the Museum 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 2 grievance meeting with the Museum's representative.

**5.03** 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 6 - DISCHARGE & DISCIPLINE**

- 6.01** No employee, other than an employee who, at the time of discharge, has not completed the probationary period specified in Article 8.01, shall be discharged except for just and sufficient cause; and no employee shall be disciplined except for just and sufficient cause.
- 6.02** 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. For the purposes of this Article, discipline means formal discipline (i.e.: verbal, written warning, etc.).
- 6.03** Disciplinary letters shall be removed from the employee's file eighteen (18) months from their issue date.
- 6.04** Employees shall, by appointment, have supervised access to view and copy their personal files.

## **ARTICLE 7 - GRIEVANCE PROCEDURE & ARBITRATION**

- 7.01** (a) 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.
- (b) 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, as follows:

- (i) Such complaint shall be raised with the employee's supervisor within the earlier of fourteen (14) calendar days or the end the employee's third scheduled shift following the date on which the circumstances which gave rise to the complaint became known or ought to have been known to the employee.
- (ii) The supervisor shall respond to the complaint within the earlier of seven (7) calendar days or the end of the employee's next scheduled shift.
- (iii) If the supervisor's response is not satisfactory to the employee, then the complaint may be filed as a grievance in accordance with the provisions of Article 7.03 below within the earlier of fourteen (14) calendar days or the end of the employee's third scheduled shift following receipt of the supervisor's response. If the supervisor does not respond within the time limit set out above, then the complaint may be filed as a grievance within the earlier of twenty-one (21) calendar days or the end of the employee's sixth scheduled shift following the day on which the complaint was first presented.

**7.02** No grievance shall be considered where the events giving rise to it occurred or originated more than thirty-five (35) calendar days before the filing of the grievance.

**7.03** 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 Department Head on the grievance form provided by the Union. The information presented on the grievance form shall include, without limitation, the Article or Articles, Section(s) and Subsection(s) alleged to be violated or that require interpretation. The employee shall have the assistance of a Union representative if so desired. The Department Head shall give a written decision within the earlier of seven (7) calendar days or the end of the employee's second scheduled shift following presentation of the grievance. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

**STEP 2**

Within fourteen (14) calendar days after the decision is given, or should have been given, under Step 1, the grievance may be submitted to the Executive Director, Human Resources and Organizational Development. The Executive Director shall meet within fourteen (14) calendar days with the grievor and local Union representative who, at the



request of either party, may be accompanied by a Staff Representative of the Union. The Executive Director will render his/her decision in writing within seven (7) calendar days following such meeting.

**7.04 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 2.

**7.05 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.

**7.06 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 2, provided that said grievance is filed within ten (10) calendar days of having been notified of such discharge.

**7.07 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 2 if the Union or employee so desires, provided a complaint has been made under Article 7.01.

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

**7.09** 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 grievance not resolved at Step 2.

**7.10 Arbitration Procedure**

**(a)** 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.

**(b)** If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step 2 is given, or ought to have been given, the

grievance shall be deemed to have been settled in accordance with the decision given at Step 2 and shall not be submitted to arbitration or be deemed arbitrable.

**(c) Single Arbitrator**

The written request for arbitration shall include the party's proposal as to a single arbitrator and both parties shall seek to agree to the appointment of a single arbitrator. If the parties are unable to agree upon an individual to act as an arbitrator, then the appointment shall be referred to the Ministry of Labour, for appointment pursuant to the terms of the *Ontario Labour Relations Act, 1995*.

**(d) Board of Arbitration**

**(i)** Notwithstanding the above, in some circumstances either party may choose to refer a grievance to a board of arbitration, The referral in writing shall include that party's nominee to the board. The other party shall appoint its nominee to the board within fourteen (14) calendar days of receiving the referral. If the nominees are unable to agree upon a chair for the board, then either party may request the appointment of a chair for the board pursuant to the *Ontario Labour Relations Act, 1995*.

**(ii)** The decision of a majority of the board is the decision of the board, but if there is no majority, the decision of the chair governs.

**(e)** An arbitrator, or board of arbitration 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.

**(f)** 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 7, failing which the adjustment shall be limited as aforesaid.

**(g)** The fees, and expenses of a single arbitrator, or the chair of the board of arbitration as applicable, shall be shared equally by the Museum and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.

## ARTICLE 8 - PROBATIONARY EMPLOYEES

- 8.01** 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 four hundred and twenty (420) hours or six (6) months, whichever occurs first, following their most recent hire date by the Museum.
- 8.02** When an employee applies and is accepted for an additional position within the bargaining unit, his/her first one hundred and five (105) hours in such position shall be considered as a trial period. An employee removed from such a position during the trial period shall not have recourse to the grievance procedure. However, written reasons for the removal will be provided to the employee by the Museum.
- 8.03** A probationary employee shall receive all the benefits of this Agreement not otherwise excluded.
- 8.04** The employment of a probationary employee may be terminated at any time during the probationary period without recourse to the grievance procedure.

## ARTICLE 9 - SENIORITY

- 9.01** Seniority is defined as the total hours worked by an individual employee in the bargaining unit. Upon successful completion of the probationary period, it is calculated from his/her first date of hire by the Museum, or more recent date of hire where there has been a break in service.
- 9.02** **Retention of Seniority**
- (a)** Employees not actively at work shall retain their accumulated seniority during:
- (i)** layoff for the lesser of their accumulated hours of seniority or twelve (12) months;
  - (ii)** any period of approved leave-of-absence (paid or unpaid); and,
  - (iii)** any absence in which they are receiving payments pursuant to the *Workplace Safety and Insurance Act*
- (b)** For the purposes of this Article, the number of weeks for which seniority will be retained will be calculated by dividing the employee's total accumulated hours of seniority by twenty-four (24).

### **9.03**      **Loss of Seniority**

An employee shall lose all seniority and be deemed to have terminated his/her employment with the Museum if he/she:

- (a) voluntarily quits;
- (b) is discharged and such discharge is not reversed through the grievance procedure;
- (c) is laid off for a period in excess of that provided for in 9.02 (a) above;
- (d) fails to report to work for three (3) consecutive scheduled shifts without providing a satisfactory reason;
- (e) retires;
- (f) has a break in service;
- (g) is unavailable for work for thirty (30) calendar days, except by prior agreement;
- (h) fails to return from an approved leave of absence;
- (i) when laid off, decides he/she does not wish to be considered for recall and so notifies the Museum in writing; or,
- (j) when notified by registered mail of a recall from a layoff, fails to notify the Museum of his/her intention to return to work within eight (8) calendar days of receipt of the notice. Such notices will be sent to the employee's last address in the Museum's records. It is the employee's responsibility to ensure that this address is accurate and current;

An employee's name will not be removed from the seniority list in circumstances described in (h) or (i) above if satisfactory reason or extenuating circumstances exist.

**9.04**      A Seniority List as at June 30th of each year shall be posted on the Museum's bulletin board and Intranet, and a copy sent to the Union. The list shall include each employee's name, date of hire, accrued seniority, 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.

**9.05**      For the purposes of this Article, a break in service is defined as any period greater than twenty (20) weeks, where the employee performs no work or services for the Museum.

## ARTICLE 10 - JOB POSTING AND TRANSFER

### **10.01     Job Posting**

It is understood and agreed that only vacancies for regular part time positions will be posted and filled in accordance with the procedures set out in this Article. Employees in the bargaining unit who wish to be considered for occasional part time positions shall provide Human Resources with an application. Such applications will be retained for six (6) months from the date filed and will be considered for any suitable occasional or casual positions that come available during that time.

**10.02**     Except as provided in Article 11.03, when a vacancy for a regular part time position occurs in the bargaining unit as a result of a resignation, transfer or the creation of a new position, copies of the posting will be posted on the job posting bulletin boards located at each Museum building, on the ROM Intranet and Internet website for eight (8) calendar days. Copies of all postings will be provided to the Union.

**10.03**     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, attendance with respect to regularly scheduled shifts, and availability to work the hours as stipulated in the job posting. 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 the candidate with the greater seniority will be selected.

**10.04**     Employees covered by this collective agreement shall:

- (a)     receive first consideration for all posted positions within this bargaining unit; and,
- (b)     have the right to apply for positions posted in the other OPSEU bargaining unit and will be considered before outside candidates.

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

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

**10.07**     It is understood and agreed that the assignment of individual employees to specific programs and/or classes must be based on their knowledge and capability.

## 10.08 Transfer

In the event that the Museum decides to transfer one or more employees, the employee(s) to be transferred will be selected on the basis of their qualifications and abilities. If two or more candidates for transfer are capable of performing the work satisfactorily and are relatively equal in respect of their qualifications and abilities, then the candidate with the greater seniority will be selected. It is understood and agreed that such candidate has the right to decline the transfer. The affected employee and the Union will be provided with written notice of the transfer.

# ARTICLE 11 - CHANGE OF STATUS AND LAYOFF

## Change of Status

- 11.01** The change of status of a part-time employee from a regular part-time position to an occasional part-time position, or the reverse, shall not be considered to be a layoff or termination.
- 11.02** An employee whose status is to be changed from a regular part-time position to an occasional part-time position will be provided with a minimum of two (2) weeks' notice of the change of status, or pay in lieu of notice, based on his/her average weekly earnings in the affected position(s) for the previous thirteen (13) weeks.
- 11.03** Should a position previously filled by a regular part-time employee who transferred to an occasional part-time position become available again, the position will be offered to that employee before the position is posted or any other attempt is made to fill it from other sources. The employee will have forty-eight (48) hours in which to accept or decline the offer.
- 11.04** Should the work of a position(s) in this bargaining unit be moved to the other bargaining unit represented by OPSEU as a result of restructuring or an increase in the scheduled hours of work, the position will be posted. It will be filled in the following manner:
- (a)** any incumbent(s) in the position will have first opportunity to apply. Should more than one (1) incumbent apply, the person with the greatest seniority will be awarded the position.
  - (b)** if no incumbents apply, the position will be filled as a vacancy, according to the provisions of the Collective Agreement for the other bargaining unit.
  - (c)** incumbents who do not apply, or are unsuccessful in the posting, will be offered other available comparable positions in this bargaining unit.

## **Layoff**

- 11.05** (a) Layoff of employees in the bargaining unit shall only be for reasons of legitimate funding shortfalls, restructuring or reorganization.
- (b) The parties agree that layoffs should be implemented only when other available options have been explored and have been determined not to be practical.
- (i) Should the Museum contemplate the layoff of any regular part-time staff, it will advise the Union no later than thirty (30) days prior to notice of layoff being given to the affected employee(s). During this thirty (30) day period, the Museum will meet with the Union to discuss the contemplated layoff(s) with a view to determining if they can be avoided.
- (ii) Should the Museum contemplate the layoff of any occasional part-time staff, it will advise the Union no later than ten (10) days prior to notice of layoff being given to the affected employee(s). During this ten (10) day period, the Museum will meet with the Union to discuss the contemplated layoff(s) with a view to determining if they can be avoided.
- 11.06** The Museum will provide affected employees with notice of layoff (or pay in lieu of notice) and severance pay in accordance with the requirements of the Employment Standards Act. Calculation of any amounts to be paid will be based on the employee's average earnings in the thirteen (13) weeks prior to the date the written layoff notice is issued.
- 11.07** Part-time staff who are notified of layoff may displace (bump) the most junior part-time employee in their classification and department provided only that they are then qualified for and capable of performing the duties previously done by that person. The decision to exercise this right must be made by affected employees within twenty-one (21) calendar days of receiving the notice of layoff.
- 11.08** If an affected employee decides not to displace, and if there is then available other part-time work which he/she is qualified and capable of performing, he/she may elect to transfer to such a position.
- 11.09** In the event of a layoff, bargaining unit members on the Local Executive Committee shall be retained provided that there is work available that they are then qualified and capable of performing.

## **ARTICLE 12 - RECALL**

- 12.01** All employees in the bargaining unit who are on layoff and who retain seniority will be considered for all vacancies arising within the bargaining unit during this time. When there is a vacancy for which an individual employee has the required qualifications and abilities, the Museum will send such employee a written recall notice by Registered Mail. The employee must notify the Museum of his/her intention to accept the recall within eight (8) days of receipt of the notice.
- 12.02** Before the effective date of a layoff, an employee may indicate to the Human Resources Department any types of position for which he/she wishes to be considered during the recall period.
- 12.03** Persons who fail to respond to or decline the recall notice will be deemed to have been terminated due to layoff and shall have their names removed from the seniority list.
- 12.04** The Museum agrees not to employ additional persons for bargaining unit positions until all qualified employees on layoff have been offered the opportunity of recall to such positions.

## **ARTICLE 13 - HOURS OF WORK & OVERTIME**

- 13.01** Depending upon the operational requirements of the Museum, an employee's scheduled shift may last from three (3) to twelve (12) hours. The average scheduled weekly hours shall not exceed thirty-five (35) as provided in Article 1.02.
- 13.02** Employees will be provided with a minimum of a one-half (1/2) hour, or one (1) hour in accordance with departmental requirements, unpaid meal break after each five (5) hours worked, and a fifteen (15) minute paid rest period during each four (4) hours worked.
- 13.03** Nothing in this agreement will be construed as guaranteeing any employee a minimum number of hours per week or any other period.
- 13.04** All hours worked in excess of seven (7) on a day will be paid as overtime and compensated at the rate of time and one-half the employee's regular rate of pay for the position in which the excess hours are worked.
- 13.05** When an employee reports for scheduled work, the minimum amount paid will be three (3) hours pay at straight time, whether or not three (3) hours are actually worked.



**13.06** Scheduling of hours:

- (a) the starting and stopping times of shifts for employees will be scheduled to meet the operational needs of the Museum;
- (b) upon request, employees will advise their immediate supervisor in writing as to the days and times at which they will be available to work, no later than one (1) month prior to the required posting date;
- (c)
  - (i) schedules for employees working in regular part-time positions, which will take the employee's availability into account, will be posted or provided a minimum of two (2) weeks in advance;
  - (ii) tentative schedules for employees working in occasional positions, which will take the employee's availability into account, will be posted or provided on a three (3) week basis, and updated weekly to reflect any changes in programming or staffing needs. It is understood that scheduling in some departments cannot be entirely fixed, and that the posted schedule for the next week will be as firm as possible.
- (d) should circumstances require the cancellation of a shift or shifts, within twenty-four (24) hours of the shift, affected employees will be paid a minimum of three (3) hours' pay at the employee's regular rate of pay for the position.

**ARTICLE 14 - PAID HOLIDAYS****14.01** (a) The following paid holidays will be recognized:

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

It is also understood that, precedent 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 14.02, 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.
- (c) Provided that they have completed three (3) months employment and that they work their last scheduled shift before and their first scheduled shift after the paid holidays listed, employees who work eight (8) shifts in the twenty-eight (28) calendar days preceding such holidays will be paid an amount equal to their average daily earnings during that four (4) week period as holiday pay.

All authorized hours worked on a paid holiday will be paid at the rate of time and one-half the employee's regular straight time rate for the position in which the work is performed, with a minimum payment of three (3) hours, in addition to his/her regular pay for the holiday.

## ARTICLE 15 - CONTRACTING OUT

- 15.01** The Museum will not contract out work to persons outside the bargaining unit when it results in the lay-off of an employee or employees.
- 15.02** If there are employees on lay-off, work to which they would be entitled to be recalled pursuant to the provisions of Article 12 shall not be contracted out before such employees are recalled.
- 15.03** Notwithstanding the foregoing, it is understood and agreed that Museum-paid special guests, performers, artists or lecturers may utilize their own assistants in their work.

## ARTICLE 16 - VACATION PAY

- 16.01** Each employee shall receive vacation pay with each bi-weekly pay, in addition to pay for regular hours, computed on the following basis according to an employee's length of service measured from their last date of hire:
  - (a) four percent (4%) of earnings, for employees with less than five (5) years of service;
  - (b) six percent (6%) of earnings, for employees with five (5) to fifteen (15) years of service;

- (c) eight percent (8%) of wages, for employees with more than fifteen (15) years of service

## **ARTICLE 17 - JURY DUTY**

- 17.01** 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 18 - BEREAVEMENT LEAVE**

- 18.01** Where there has been a death in the family of an employee, the Museum will grant compassionate leave with pay for a period of up to three (3) days.
- 18.02** It is understood that an employee shall not receive payment for absence on a day or days on which s/he would otherwise not have worked.
- 18.03** The Museum may request that the employee provide proof of death.
- 18.04** Additional time shall be made available as Compassionate Leave, with pay, to a maximum of three (3) additional days, where the Employee requires additional travel time in order to attend the funeral of a member of the Employee's immediate family.
- 18.05** For the purpose of this Article, immediate family shall be as follows:  
spouse, parent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, grandparent-in-law, step-parent, step-child, foster parent, or ward of the employee and relative(s) permanently residing in the employee's residence or with whom the employee permanently resides.

“Spouse” for the purposes of bereavement leave will include a partner of the same sex.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **19.01 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 will not be unreasonably requested nor withheld;
- (c)* In emergency situations where it is not possible for a written application to be made, the employee shall notify the Museum of his/her request for a leave of absence 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;

### **19.02 Leave of Absence Without Pay**

The Museum may grant a leave of absence without pay for reasonable periods of time for employees in regular part-time positions. Such requests shall not be unreasonably requested nor withheld.

### **19.03 Union Leave**

- (a)* Subject to the foregoing and requests in writing being made not less than ten (10) working shifts prior to the commencement of each leave of absence, the Museum will grant leave of absence with pay for periods not to exceed, in the aggregate, sixty (60) working shifts in any calendar year to permit employees selected by the Union to attend Union conferences, seminars and training courses. The Union will reimburse the Museum for such leaves.

- (b) Subject to the provisions of Article 19.01 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.

#### 19.04 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.

#### 19.05 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 average weekly earnings immediately prior to the commencement of the leave for a period of seventeen (17) weeks.
- (c) It is understood that credit for service or seniority for all purposes shall be accumulated in accordance with the provisions of Article 9 of this Agreement.
- (d) 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.
- (e) 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.

## 19.06 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) It is understood that credit for service or seniority for all purposes shall be accumulated in accordance with the provisions of Article 9 of this Agreement.
- (c) 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.
- (d) 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.

## 19.07 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 average weekly earnings immediately prior to the commencement of the leave for a period of seventeen (17) weeks.
- (c) It is understood that credit for service or seniority for all purposes shall be accumulated in accordance with the provisions of Article 9 of this Agreement.
- (d) 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.

- (e) 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.

### **19.08 Personal Leave**

- (a) The Museum may grant from one (1) up to five (5) shifts paid leave annually during the fiscal year for legitimate personal reasons. Such leave includes, but is not limited to:
- (i) religious holidays;
  - (ii) acquisition of Canadian citizenship;
  - (iii) parent/teacher interviews;
  - (iv) extreme weather conditions;
  - (v) immediate and short-term care for a member of the employee's immediate family;
  - (vi) attending scheduled medical or dental appointments with a member of the employee's immediate family;
  - (vii) supplementing a bereavement leave;
  - (viii) attending the funeral of a close relative or friend;
  - (ix) serious issues that affect the employee or the employee's immediate family which require immediate attention;
  - (x) or other unforeseen short-term emergencies that affect the employee or the employee's immediate family.

Wherever possible, requests for such leave shall be made in advance. Such leave will not be unreasonably requested nor withheld.

- (b) The Museum may grant leave of absence with or without pay, beyond that stipulated in 19.08 (a), for emergency personal reasons or other bona fide compassionate reasons. 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/President or designate.

## **ARTICLE 20 - SICK LEAVE**

- 20.01** An employee absent due to sickness or disability shall notify his/her supervisor 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 as early as possible, but no later than one hour prior to 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.
- 20.02** An employee returning to work following an absence due to sickness or disability shall notify his/her supervisor as far in advance as possible.
- 20.03** The Museum reserves the right to require a medical certificate for the purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to work.
- 20.04** (a) 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) shifts per calendar year.
- (b) Sick leave usage beyond entitlements under (a) above will be without pay but without loss of seniority or status.

## **ARTICLE 21 - RESPONSIBILITY ALLOWANCE**

- 21.01** 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) scheduled shifts 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 fewer than five (5) scheduled shifts, s/he shall not receive the rate of the higher classification for such work.
- 21.02** 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.



## **ARTICLE 22 - GENERAL**

### **22.01 Bulletin Boards**

- (a) The Museum agrees to make available to the Union for the posting of Union notices, a Bulletin Board in each of the Museum's facilities to inform employees in the bargaining unit of the activities of the Union.
- (b) The bulletin boards will be used and maintained by members of the Local Executive Committee of the Union.

### **22.02 Provision of Office Space**

The Museum agrees to provide access and a filing cabinet for the use of the part-time bargaining unit in the OPSEU Local 543 full-time bargaining unit office.

### **22.03 Printing of Collective Agreement**

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

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

**23.01** In the event that the Museum introduces 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 ways to minimize 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.

**23.02** Should a technological change result in layoff, Article 11 - Layoff will also apply.

## **ARTICLE 24 - JOB EVALUATION**

**24.01** The Museum and the Union recognize only one permanent, standing committee with the responsibility, among others, for maintaining the Job Evaluation Plan (Plan) established for employees in bargaining units represented by OPSEU, and for evaluating and placing jobs within a classification system for those bargaining units. This body will be the Job Review Committee (JRC) described in Appendix I to the collective agreement for the other OPSEU bargaining unit.

- 24.02** The Plan is supplemental to and forms part of the collective agreement between the parties.
- 24.03** In the event of conflict between the collective agreement and the Plan, the Plan shall take precedence.
- 24.04** The Museum agrees to grant time off with pay for up to three (3) Union representatives from this bargaining unit to attend meetings of the JRC and to review job documents, where required, with members, and for all reasonable preparation time.

## **ARTICLE 25 - SALARY ADMINISTRATION**

### **25.01      SALARY SCHEDULE**

- (a)** Effective June 30<sup>th</sup>, 2001, the Salary Schedule shall be the one set out in Appendix 'B' which shall be the "step rate type with a minimum, maximum and two intermediate fixed" steps.
- (b)** The minimum rate shall be the "Start Rate" and the maximum the "Job Rate."
- 25.02** All employees in the bargaining unit, except those whose rate prior to June, 30<sup>th</sup>, 2001 is above the minimum rate, shall be paid the minimum rate.
- 25.03**
- (a)** Advancement to the Job Rate for all employees shall be based on service earned after June 30<sup>th</sup>, 2001; that is, for the purposes of progression through the steps in the range, they will be treated as new hires.
- (b)** The employee and all new hires will move to Step 2 on completion of four hundred and twenty (420) hours worked;
- (c)** The employee and all new hires will move to Step 3 on completion of a further eighteen hundred and twenty (1820) hours worked;
- (d)** The employee and all new hires will move to the Maximum on completion of a further eighteen hundred and twenty (1820) hours worked.
- 25.04** The positions of all employees shall be evaluated and allocated to salary grades in accordance with the Job Evaluation Plan as outlined in Article 24 hereof.
- 25.05** Each classification shall have a single hourly job rate as set out in the Salary Schedule 'A'.

**25.06** New hires include people rehired after a break in service as defined in Article 9.05.

**25.07** **Reclassifications**

When the reclassification of a position by the Job Review Committee raises its salary grade level, the employee(s) will move to the higher rate effective the date stipulated in the procedures of the Job Evaluation Plan.

When the reclassification of a position by the Job Review Committee lowers its salary grade level, the incumbent(s) will be grandparented at their existing salary grade level and all new employees will start at the new salary grade level.

**25.08** **Grand-Parenting**

For the purposes of this Article, grandparented shall mean that an incumbent(s) shall remain at his/her existing salary grade and shall continue to progress through the salary grade steps in accordance with Article 25.03, and shall also continue to be eligible for any negotiated increases to the Salary Schedule.

**25.09** **Grant-Funded Positions**

It is understood and agreed that, where a position is funded by a third party grant, pay and other terms and conditions may be determined by the granting agency. To the extent practical and possible, the Museum undertakes to make both pay and other conditions consistent with the terms of this Collective Agreement. Grant-funded employees will normally be given notice of termination effective the date the grant expires. When the application has been made for continued grant funding, the employee will be so advised. The Union will be provided with copies of all such correspondence.

## **ARTICLE 26 - HEALTH AND SAFETY**

**26.01** **Health and Safety Committee**

- (a) It is the responsibility of the Museum to provide a safe and healthful working environment for all its employees, and it is incumbent upon the parties to ensure that such an environment is maintained at all times.
- (b) The Museum shall maintain a Museum-wide Joint Occupational Health and Safety Committee pursuant to the provisions of the *Occupational Health and Safety Act (OHS Act)* and shall jointly support the committee in the implementation of any and all approved recommendations and decisions of the Committee. The Union will select one (1) representative from the bargaining unit to sit on the Committee.

- (c) 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 Co-ordinator, and on the Committee's and Co-ordinator'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.

**26.02 Use of Computers**

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.

**26.03 Health & Safety of Pregnant Employees**

If a health or safety matter affects an employee who is pregnant, she shall not be required to do work which may cause injury to her or her fetus. At her request, the Museum shall make every effort to modify the work to protect the employee's health and safety. Should that not be feasible, the Museum shall temporarily relocate the employee to other appropriate available work, without loss of employment benefits. The Museum may require a medical certificate substantiating the need for the above.

**ARTICLE 27 - LABOUR MANAGEMENT COMMITTEE**

- 27.01** Both parties agree to the inclusion of one (1) Union representative from the part-time bargaining unit on the Labour Management Committee established between the Museum and OPSEU Local 543, 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.
- 27.02** It is also understood and agreed that, upon request by either party, some issues affecting the part-time bargaining unit may be dealt with separately at the Labour Management Committee.
- 27.03** The Committee will provide a forum for ongoing communication between the parties. This Committee shall not be used as a means to circumvent the Collective Agreement.

## **ARTICLE 28 - VOLUNTEERS AND STUDENTS**

- 28.01** The Union acknowledges the practice of the Museum making use of volunteers and students.
- 28.02** The Museum agrees that volunteers and students will not exercise normal management functions and/or responsibilities over bargaining unit employees. However, it is understood that these individuals may be required by the Museum to exercise technical supervision from time to time.
- 28.03** The Museum agrees not to use, or increase the use of, volunteers and students to the detriment of the bargaining unit. The Museum may, on an interim basis, use them to backfill part-time vacancies and to carry out all or some of the duties of part-time staff provided this does not result in the layoff of part-time staff.
- 28.04** If there are employees on lay-off, work to which they would be entitled to be recalled pursuant to the provisions of Article 12 shall not be performed by students or volunteers, except on a temporary basis not to exceed two (2) months, before such employees are recalled.




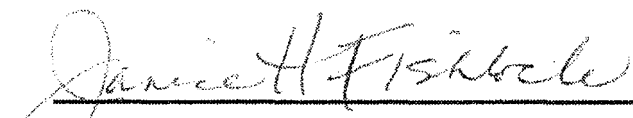
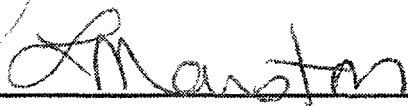


**ARTICLE 29 - DURATION AND RENEWAL**

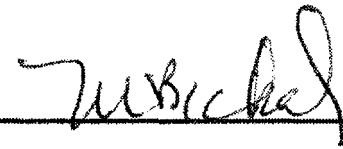
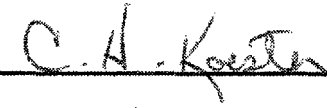


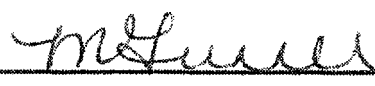


**29.01** This Agreement shall become effective on July 17, 2001 and shall remain in effect up to and including June 30, 2004, and shall be renewed automatically from year to year thereafter, unless either party notifies the other in writing within ninety (90) days prior to the expiry date of this Agreement that it desires to amend or terminate this Agreement.

DATED AT TORONTO, ONTARIO, THIS 23<sup>rd</sup> DAY OF September, 2003.

**FOR**  
**THE UNION:**

**FOR**  
**THE MUSEUM:**

  
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 Brock Hubby  
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<b>APPENDIX A - SALARY SCHEDULES</b>
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JULY 1, 2001 – JUNE30, 2002

<b>GRADE</b>				
1	12.13	12.46	13.16	13.86
2	12.77	13.14	13.87	14.60
3	13.46			
4	14.19	14.60	15.41	16.22
5	14.95	15.39	16.24	17.09
6	15.76	16.22	17.11	18.01
7	16.62	17.09	18.04	18.98
8	17.52	18.01	19.01	20.02
9	18.46	18.99	20.04	21.09
10	19.46	20.02	21.13	22.24
		21.10	22.27	23.45
12	21.63	22.25	23.48	24.72
13	22.81	23.45	24.76	26.07
14	24.05	24.73	26.11	27.48
15	25.36	26.08	27.53	28.98
16	26.73	27.50	29.03	30.56

**JULY 1, 2002 – JUNE 30, 2003**

<b>SALARY</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>JOB</b>
<b>GRADE</b>				<b>RATE</b>
<b>1</b>	<b>12.43</b>	<b>12.78</b>	<b>13.49</b>	<b>14.20</b>
<b>2</b>	<b>13.09</b>	<b>13.47</b>	<b>14.21</b>	<b>14.96</b>
<b>3</b>	<b>13.79</b>	<b>14.19</b>	<b>14.98</b>	<b>15.77</b>
<b>4</b>	<b>14.54</b>	<b>14.96</b>	<b>15.79</b>	<b>16.62</b>
<b>5</b>	<b>15.33</b>	<b>15.77</b>	<b>16.64</b>	<b>17.51</b>
<b>6</b>	<b>16.16</b>	<b>16.62</b>	<b>17.53</b>	<b>18.46</b>
<b>7</b>	<b>17.03</b>	<b>17.51</b>	<b>18.49</b>	<b>19.46</b>
<b>8</b>	<b>17.96</b>	<b>18.46</b>	<b>19.49</b>	<b>20.52</b>
<b>9</b>	<b>18.92</b>	<b>19.47</b>	<b>20.54</b>	<b>21.62</b>
<b>10</b>	<b>19.95</b>	<b>20.52</b>	<b>21.65</b>	<b>22.80</b>
<b>11</b>	<b>21.03</b>	<b>21.63</b>	<b>22.83</b>	<b>24.04</b>
<b>12</b>	<b>22.17</b>	<b>22.81</b>	<b>24.07</b>	<b>25.34</b>
<b>13</b>	<b>23.38</b>	<b>24.04</b>	<b>25.38</b>	<b>26.72</b>
<b>14</b>	<b>24.65</b>	<b>25.35</b>	<b>26.76</b>	<b>28.17</b>
<b>15</b>	<b>25.99</b>	<b>26.73</b>	<b>28.22</b>	<b>29.70</b>
<b>16</b>	<b>27.40</b>	<b>28.19</b>	<b>29.75</b>	<b>31.32</b>



**JULY 1, 2003 – JUNE 30, 2004**

<b>SALARY</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>JOB</b>
<b>GRADE</b>				<b>RATE</b>
<b>1</b>	<b>12.80</b>	<b>13.16</b>	<b>13.89</b>	<b>14.63</b>
<b>2</b>	<b>13.48</b>	<b>13.87</b>	<b>14.64</b>	<b>15.41</b>
<b>3</b>	<b>14.21</b>	<b>14.62</b>	<b>15.43</b>	<b>16.24</b>
<b>4</b>	<b>14.98</b>	<b>15.41</b>	<b>16.26</b>	<b>17.12</b>
<b>5</b>	<b>15.79</b>	<b>16.24</b>	<b>17.14</b>	<b>18.04</b>
<b>6</b>	<b>16.64</b>	<b>17.12</b>	<b>18.06</b>	<b>19.01</b>
<b>7</b>	<b>17.54</b>	<b>18.04</b>	<b>19.05</b>	<b>20.04</b>
<b>8</b>	<b>18.49</b>	<b>19.01</b>	<b>20.07</b>	<b>21.13</b>
<b>9</b>	<b>19.49</b>	<b>20.05</b>	<b>21.16</b>	<b>22.27</b>
<b>10</b>	<b>20.55</b>	<b>21.13</b>	<b>22.30</b>	<b>23.48</b>
<b>11</b>	<b>21.66</b>	<b>22.28</b>	<b>23.51</b>	<b>24.76</b>
<b>12</b>	<b>22.83</b>	<b>23.49</b>	<b>24.79</b>	<b>26.10</b>
<b>13</b>	<b>24.08</b>	<b>24.76</b>	<b>26.14</b>	<b>27.52</b>
<b>14</b>	<b>25.39</b>	<b>26.11</b>	<b>27.56</b>	<b>29.01</b>
<b>15</b>	<b>26.77</b>	<b>27.53</b>	<b>29.07</b>	<b>30.59</b>
<b>16</b>	<b>28.22</b>	<b>29.03</b>	<b>30.65</b>	<b>32.26</b>

## APPENDIX B - JOB CLASSIFICATIONS - (subject to final review by JRC)

<i>Grade</i>	<i>Job Title</i>
1	No positions currently classified
2	Data Entry Clerk
3	Crowd Control – Dino Gallery Dino Assistant Stock Person Admin Assistant, Outreach Project Assistant
4	Data Entry - CHIN Membership Site Sales Representative Tour Guide
5	Administrative Assistant Data Entry Clerk Discovery/Biodiversity Gallery Facilitator Group Organizer Programs Assistant ROM Friday Night Program Assistant ROM Life Program Assistant Secretarial Clerk – F.T.S. Office Assistant
6	Crusher Data Entry Clerk Graduate Research Assistant Administrative Assistant Graduate Assistant Graduate Student Assistant
7	Production Crew Visitor Representative Community Coordinator Clerical Assistant Cashier
8	Lead Hand Visitor Services Representative Manager/Editor - Newsletter

	Cultural Innovations Assistant
9	Gallery Supervisor Project Assistant Research Assistant Rights and Repro. Coordinator Speakers Bureau
10	Research Technician Saturday Morning Club Instructor
11	Traveling Starlab Program Instructor Instructor Adult Art Instructor
12	No positions currently classified
13	Bilingual Teacher Teacher 3-D Designer Graphic Designer Interpretive Planner Designer
14	No positions currently classified
15	No positions currently classified
16	No positions currently classified

<b>LETTER OF UNDERSTANDING #1</b> <b>RE: PERFORMANCE EVALUATION &amp; STAFF DEVELOPMENT</b>
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- 1) By this Letter of Understanding, the Museum undertakes to develop a performance evaluation program for regular part-time employees. The objectives of the Museum's performance evaluation program are:
  - (a) to ensure communication on job-related matters between the employee and the employee's manager;
  - (b) to provide an opportunity for communication between employees and managers on job expectations and standards of performance;
  - (c) to ensure that employees and managers develop a mutual understanding of job responsibilities and expected levels of performance;
  - (d) to contribute to effective employee/employer relations;
  - (e) to ensure that expected levels of performance are met through ongoing reviews of performance;
  - (f) to identify and implement recognition of superior job performance and identify areas requiring improvement;
  - (g) to identify employees' potential for promotion;
  - (h) to identify opportunities and assess needs for training and professional/career development.
- 2) The performance evaluation program that the Museum undertakes to develop will be consistent with the objectives outlined above.
- 3) The Museum undertakes to consult with the Union with respect to the development, implementation, and administration of its performance evaluation program.
- 4) 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.
- 5) 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.

- 6)** 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.
- 7)** 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:
  - (a)** to enhance an employee's skills and abilities in respect of the employee's position;
  - (b)** to train employees for promotional opportunities or to enhance opportunities of employees to progress into other career opportunities within the Museum; and
  - (c)** to encourage employees to develop and maintain satisfactory job performance.
  - (d)** 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.

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**LETTER OF UNDERSTANDING #2**  
**RE: BELIEFS**

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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 conflict with work they are required to perform on a project or assignment.

The parties recognize the value of attempting to resolve such issues co-operatively 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 on such matters as they arise; the Union with the employees it represents.

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.

**LETTER OF UNDERSTANDING #3  
RE: MARKET ADJUSTMENT**

In accordance with the Board approved Human Resources (Employees and Volunteers) Policy, June 21, 2001, which is based on the principles of developing and implementing fair, equitable and competitive compensation and benefits practices that are designed to attract, motivate and retain employees with the education, skill and experience necessary for the ROM to achieve its goals and objectives, the Union and the Museum agree to establish a Market Adjustment Committee during the term of this Collective Agreement. The Committee shall consist of three (3) Union representatives as appointed by the Union and three (3) management representatives as appointed by the Royal Ontario Museum. Either party may appoint an additional person as a resource person.

The parties agree that the Union shall appoint one (1) additional representative from the part-time unit to the joint Market Adjustment Committee established under the full-time Collective Agreement.

The mandate of the Committee shall include, but is not limited, to the following:

- 1) to determine the appropriate comparison market for those jobs covered by the bargaining unit;
- 2) to determine the appropriate job comparisons for those jobs covered by the bargaining unit;
- 3) to conduct a salary survey of the appropriate job comparisons within the determined market for comparison with those jobs covered by the bargaining unit;
- 4) to determine the appropriate average, median or maximum salary rates for comparison purposes;
- 5) to determine the appropriate market adjustment, if any, for those jobs covered by the bargaining unit.

The Committee shall convene no later than September 30, 2002. The parties agree that the survey shall be completed by June 30, 2003. It is further understood and agreed that the implementation of any market adjustment shall commence June 30, 2004, and shall be completed no later than June 30, 2007, or as otherwise agreed by the parties.

The Museum and the Union agree to refer any unresolved issues to binding arbitration.

**LETTER OF UNDERSTANDING #4**  
**RE: PAY EQUITY MAINTENANCE**

The parties agree that the Union shall appoint one (1) representative from the bargaining unit to the joint Pay Equity Maintenance Committee established under the full-time Collective Agreement. The Committee's mandate shall be in accordance with the Pay Equity Act and the Pay Equity Commission Guidelines for Maintaining Pay Equity (Vol. 1 or any further volume) using the job-to-job and proportional value comparison methods. If the parties cannot reach agreement on pay equity maintenance then either party may, in accordance with the Act, seek assistance from the Pay Equity Commission.

**LETTER OF UNDERSTANDING #5**  
**RE: UNIFORMS**

- 1) It is understood and agreed that employees whose position requires them to have direct contact with the public may be required to wear a uniform. Such uniforms shall be supplied, laundered, altered and repaired at the Museum's expense. Uniforms, which may be as limited as a sweat shirt or vest, are for the sole and exclusive use of affected employees in the performance of their duties with the Museum.
- 2) The style and appearance of uniforms will be discussed, as necessary, at meetings of the Labour-Management Committee. Such meetings may be augmented as required by up to two (2) additional staff from this bargaining unit.
- 3) The final decision as to which employees will be required to wear the uniforms and exactly what the uniforms will be will rest with the Museum.

**LETTER OF UNDERSTANDING #6**  
**RE: ARTICLE 13 – HOURS OF WORK & OVERTIME**

- 1) Effective November 1, 2000, the parties agree to interpret Article 13.04 as follows:

*“All hours worked in excess of eight (8) on a day will be paid as overtime and compensated at the rate of time and one-half the employee's regular rate of pay for the position in which the excess worked.”*



- 2) The parties further agree that this interpretation of Article 13.04 shall remain in effect for the duration of the Collective Agreement which expires on June 30, 2004.

Signed at Toronto, this 23<sup>rd</sup> day of September, 2003.

**FOR THE UNION:**

**FOR THE MUSEUM:**

\_\_\_\_\_  
 Brad Hubby  
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 Zoë McO'\_\_\_\_\_  
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 Pauline Keller  
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 Janice H. Sabock  
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 Marston  
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 W. Beckel  
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 F. Peters  
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