

SOURCE	Co.		
EFF.	96	04	01
TERM.	99	03	31
No. OF EMPLOYEES	54		
NOMBRE D'EMPLOYES	54		

## COLLECTIVE AGREEMENT

**BETWEEN:**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION  
OF CANADA (CAW-CANADA)  
LOCAL 40**

**AND:**

**ART GALLERY OF ONTARIO**

**Effective April 1, 1996 to March 31, 1999**

NOV 17 1998

08832(05)

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## ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain and improve collective bargaining between the Art Gallery of Ontario and the Union, to recognize the mutual value of joint discussions in all matters pertaining to working conditions and employment, to further the purposes and objective of the Gallery in a spirit of co-operation and understanding, to encourage efficiency in operations, and to promote the morale, well-being and security of all employees

## ARTICLE 2 - RECOGNITION

- 2.01 The Gallery recognizes the Union as the sole bargaining agent for all full-time Protection Services Officers and Shift Supervisors of the Gallery in the Municipality of Metropolitan Toronto save and except Assistant Managers, persons employed above the rank of Assistant Manager, and those persons excluded by the certificate issued by the O.L.R.B. dated July 12, 1993, who are regularly employed for not more than 24 hours per week

## ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Gallery and the direction of its employees are fixed exclusively with the Gallery and shall remain solely with the Gallery except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Gallery to

- a) maintain order, discipline and efficiency;
- b) hire, assign, discharge, direct, promote, demote, retire, classify within the bargaining unit, transfer, layoff, recall and suspend or otherwise discipline for just cause employees who have completed their probationary period subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights. The Gallery agrees the right to retire pertains only to employees who are 65 years of age;
- c) in the interest of efficient operation and highest standard of service to the people of Ontario, determine job ratings or classification, hours of work, work assignments, determine the number of personnel required, and the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees and which shall not be inconsistent with the provisions of this Agreement.

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

#### **ARTICLE 4 - STRIKE OR LOCKOUT**

- 4.01** It is agreed that the Union and its members individually and collectively shall not, during the term of this Agreement, cause, permit or take part in, any strikes, picketing, sit down, stay in, slow down or otherwise, curtail or restrict production or free passage in or about the Gallery premises and the Gallery agrees not to engage in a lockout. The words "strike" and "lockout" shall bear the meaning given to them in the Labour Relations Act.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01** All employees covered under this agreement will be required to sign a check-off form authorizing the Gallery to deduct from their earnings the regular monthly deductions fixed by the union's constitution and, in addition, any new employee hired will be required to sign a check-off ~~form~~ authorizing the Gallery to deduct from their earnings an "initiation ~~fee~~" as fixed by the by-laws of the local union. The amount so deducted will be forwarded to the financial secretary of the local union no later than the 15th of the following month. The Gallery agrees to include each month a list of the employees for whom deductions were made.
- 5.02** The Union will indemnify and save the Gallery harmless for any and all claims which may be made against it by an employee or employees for amount deducted from pay as provided by this Article.
- 5.03** The Gallery agrees to advise new employees that a collective agreement is in effect and to refer the employee to any provisions relating to Union dues deduction. The Gallery will provide a copy of the collective agreement to each employee.
- 5.04** The Gallery agrees to forward a list of all new employees indicating full-time or part-time status to the Chief Steward on a monthly basis, for the purpose of orientation meetings. Such meetings may be held during the Gallery's normal working hours, in Gallery offices, for a period of thirty (30) minutes. New employees will be paid for thirty (30) minutes at their normal straight time hourly rate of pay to attend such meetings.
- 5.05** The Gallery agrees to include on the employee's T-4 slip ~~or~~ for income tax purposes, the total union dues paid for the year.
- 5.06** The Gallery agrees to provide an enclosed bulletin board in the Protection Services office for the exclusive posting of official Union notices. All notices except notices of bargaining unit meetings must be authorized by the Chief Steward or designate.

#### **ARTICLE 6 - RELATIONSHIP**

- 6.01** The Gallery and the Union agree that there will be no intimidation, discrimination, interference, restraint, coercion, exercised or practised by either of them or their representatives or members because of an employee's membership in the Union or because of their activity in the Union.

- 6.02** The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Gallery, except as specifically permitted by this Agreement or in writing by the Gallery.

## **ARTICLE 7 - NO DISCRIMINATION**

- 7.01** The Gallery and the Union agree that there shall be no discrimination by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status or union activity.

**7.02** Sexual Harassment

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

Sexual harassment is unsolicited, one-sided and coercive and shall be defined as:

Any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense or humiliation to any employee or threatens his/her well being. Sexual harassment might also, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion or threatens his/her well being and can be expressed in any number of ways, such as:

- unnecessary touching or patting
- suggestive remarks or other verbal abuse
- demands for sexual favours
- leering and compromising invitations
- physical assault, or
- implied or actual threats to the victim or his/her job

Sexual harassment should not be confused with workplace flirtation which is based on mutual consent. Sexual harassment contains an element of coercion, harasser's use of sex as a tool to control or abuse.

**7.03** Personal Harassment

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

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

- 7.04** 1) In the event an employee is of the belief that he/she is a victim of sexual or personal harassment, that employee may, within ~~twenty-one~~ (21) days of the alleged offence, initiate a written complaint under this article through the Chief Steward. Complaints ~~shall~~ be submitted to the ~~Human~~ Resources Director.
- 2) a) All information concerning the case will be kept confidential and not placed on the complainants file. Should the complaint be unsubstantiated, it will not be placed on the alleged ~~harasser's~~ file.
- b) All written records concerning sexual harassment complaints will be kept in **a** separate confidential file under the exclusive jurisdiction of the Human Resources Director.
- c) An alleged offender shall be given notice of the substance of such a complaint under this article.
- d) **A** Human Resources representative and the union representative shall investigate the complaint within fourteen (14) days of receipt of the complaint. Human Resources shall, within fourteen (14) days of receipt, decide upon measures, remedies and orders that will be ~~necessary~~ to resolve the issue.
- e) Pending the determination of the complaint the Human Resources Director shall take interim measures to separate the employees concerned where possible, if deemed necessary.
- f) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, appropriate action may be taken. Such action shall only be for just cause and may be dealt with pursuant to the provisions of the collective agreement.
- g) Not necessarily limited to, but including one or more of the following actions may apply as penalty for a substantiated case of harassment:
- i) a written apology from the offender to the complainant assuring the offence will not be repeated;
  - ii) a written reprimand to the offender from management to be kept in the offender's personnel file;
  - iii) suspension;
  - iv) discharge,



- h) Under no circumstances shall the remedial action in a substantiated case of harassment penalize the complainant.
- i) Where the complainant or offender is not satisfied with the Human Resources Director's response he/she may within thirty (30) days initiate a grievance.
- j) If the complaint reaches arbitration, the decision rendered by the arbitration award shall be final and binding.
- k) The union and the Gallery recognizes the right of a complainant **who is** not satisfied with the decision of the Human Resources Director or the decision of the Arbitrator, to seek redress under the discrimination practices provisions with respect to **sexual** or personal harassment of the Canadian Human Rights Act.

#### **ARTICLE 8 - CORRESPONDENCE**

- 8.01** Unless otherwise specified herein, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall, in the case of correspondence being sent from the Union to the Gallery, be sent to the Director, Human Resources or his/her designate; correspondence from the Gallery to the Union shall be sent to the bargaining unit Chairperson of the Union.
- 8.02** The Union agrees to supply the Gallery with the names of the officers of the Union and of any changes as they from time to time occur.

#### **ARTICLE 9 - REPRESENTATION**

- 9.01** The ~~Gallery~~ agrees to recognize a Negotiating Committee composed of the Chief Steward and two (2) other employees from the bargaining unit, one (1) of whom may be a part-time employee of the Union's choice.

The Negotiating Committee will be allowed time off work, without loss of straight time pay (maximum hours as per scheduled shift) for meetings with the Gallery.

- 9.02** The Gallery recognizes the right of the Union to appoint three (3) stewards from employees to assist the employees in presenting grievances to representatives of the Gallery. It is understood and agreed that stewards shall be appointed from employees who have completed their probationary period of service at the Gallery. The Union may designate two (2) stewards and one Chief Steward to represent employees. The Union shall inform the Gallery in writing of the name of the stewards and the Chief Steward and the effective dates of their appointment.

**9.03** A Labour-Management Committee shall be established consisting of three representatives of the union and three representatives of the Gallery. Such Committee may meet from time to time at mutually agreeable times in order to discuss matters of mutual concern. This Committee shall not be used as a means to circumvent the Grievance Procedure. The party requesting a meeting shall present an agenda of matters to be discussed at the time the request is made. Any matters to be added to the agenda shall be brought to the attention of the Committee in advance of the meeting. A National Representative of the Union may, at his/her option, attend any meeting of this Committee.

**9.04** The Union acknowledges that the steward has regular duties to perform on behalf of the Gallery, and that he/she will not leave such duties without obtaining the permission of his/her immediate managerial supervisor. This permission will not be unreasonably withheld. Stewards and the Chief Steward shall not suffer any loss of pay for total time spent presenting grievances.

**9.05** A National Representative may have access to the Gallery premises with the advance approval of the Director, Human Resources. The Union agrees that the National Representative will not engage in any activity which has the effect of interfering with the regularly scheduled work of employees except to the extent specifically authorized by the Director, Human Resources or his/her designate.

**9.06** In the interest of the more orderly administration of the agreement, the Gallery will permit the Stewards two (2) hours per week without loss of pay or benefits for the purpose of conducting the administrative business of the Union local. The scheduling of this time off will be at a mutually agreed time between the Chief Steward and the Manager, Protection Services.

**9.07** Administration of Discipline

An employee called for an interview for the purpose of reprimand, disciplinary action or investigation of same shall have a Union representative present during the interview, and the interview will not proceed until the Union representative is present.

A verbal warning will require the presence of a Union representative. Discipline is also defined as a written warning. A copy must be given to the steward.

**ARTICLE 10 - COMPLAINT AND GRIEVANCE PROCEDURE**

**Complaint Procedure**

**10.01** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate managerial supervisor an opportunity of adjusting his/her complaint. Such complaint shall be discussed with or submitted in writing to his/her immediate managerial supervisor within seven (7) calendar days after the circumstances giving rise to the complaint have occurred, or the date the employee ought reasonably to have become aware of such circumstances. Failing settlement or satisfactory response from the Managing supervisor within four (4) calendar days, the grievance procedure outlined below will apply.

## Grievance Procedure

### Step No. 1

The employee and the steward may submit a written grievance signed by them to his/her Department Head. **Such** grievance must be submitted within fourteen (14) days of the time the employee knew or ought to have **known** of the occurrence of the event or events which gave rise to the grievance. The nature of the grievance, the remedy sought and the section or sections of the agreement which are alleged to have been violated shall be identified in the grievance. **The Department Head** will deliver his/her decision in writing within seven (7) calendar days following the day on which the grievance was presented to them. Failing settlement, then:

### Step No. 2

Within seven (7) calendar days following the decision under Step No.1, the Union may submit the written grievance to the Director, Human Resources or his/her representative, at which time the matter will be reviewed and a decision in writing of the Gallery shall be given within fourteen (14) calendar days from the date on which the grievance is lodged under this Step No.2.

The Local Union of the Gallery may request a meeting with the other to discuss a grievance at Step No.2 at a time and place mutually agreeable. A National Representative of the Union may be present at such meeting by the invitation of either party. Where no meeting is held the matter may be referred to arbitration pursuant to Article 11.0.

- 10.02** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to Arbitration as set forth in Article 11.
- 10.03** All agreements reached under the Grievance Procedure between the representatives of the Gallery and the representatives of the Union will be final and binding upon the Gallery and Union and the employees.
- 10.04** Where no answer is given within the time limits specified in the Grievance Procedure, the employee concerned, the Union and the Gallery shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance not processed within the time limits specified in the Grievance Procedure shall be deemed to have been abandoned **unless requests** for time extensions are in **effect**.
- 10.05** A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement. When a grievance affects three (3) or more employees, the Union may submit group grievances on behalf of such employees. No complaint or grievance under this article may be submitted to the Gallery without the prior approval of the Union.

### Policy Grievance

- 10.06** A complaint or grievance arising directly between the Gallery and the Union concerning the interpretation, application, or alleged violation of this Agreement (which would not normally be grieved by an individual employee) shall be originated by the Chief Steward or the Gallery under Step 2. Any grievance by the Gallery or the Union shall be commenced within fourteen (14) calendar days after the circumstances giving rise to the complaint having occurred, or the date the Gallery or the Union ought reasonably to have become aware of such circumstances. Failing settlement under Step 2 it may be submitted to Arbitration in accordance with Article 11.0.

### Dismissal Grievance

- 10.07** A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 2 of the Grievance Procedure within fourteen (14) calendar days after the employee ceases to work for the Gallery, and the first step of the Grievance Procedure will be omitted in any such case. The Gallery will provide a copy of notice of dismissal to the Union Stewards at the same time as it is given to the employee.

Such special grievance may be settled under the Grievance and Arbitration Procedures by:

- a) confirming the Gallery's action in dismissing the employee; or
  - b) reinstating the employee with full compensation and seniority for the time lost; or,
  - c) by any other arrangement which is just in the opinion of the parties of the arbitration board if appointed.
- 10.08** Should the grievor disagree with the Chief Steward's decision not to carry the dismissal grievance to Arbitration, he/she may appeal the decision in accordance with the process as outlined in the CAW Constitution, in writing, within fourteen (14) calendar days. A copy of such appeal must be submitted to the Human Resources Director.

Should the Arbitrator order reinstatement of the employee, it is agreed that the Gallery will not be liable for any claims or damages, including back pay claims arising out of the grievance that relates to the period between the time of the original disposition of the grievance and the time of reinstatement.

A dismissal grievance which is appealed through the preceding process involving harassment will proceed directly to the office of the National President.

It is further agreed that the reinstatement of any such grievance shall be conditional upon the prior agreement of the union and the employee(s) involved that none of them will thereafter pursue such claims for damages against the Gallery in the grievance procedure, or in any court or before any Federal, Provincial or Municipal agency.

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

#### **ARTICLE 11 - ARBITRATION**

- 11.01** If no agreement is reached at Step Two (2) of the grievance procedure, such grievance which has been properly processed may be submitted to arbitration within fourteen (14) calendar days after receipt of the reply given in writing on the grievance under Step Two (2).
- 11.02** The parties agree to use a sole arbitrator from the list in 11.03. Panel members will be selected on a rotating basis. Any member of the panel, who having been requested in his/her turn to act, shall not again be requested to act until his/her name comes up again on the regular rotation. The expense of the Arbitrator shall be paid equally by the Gallery and the Union.
- 11.03** The Gallery and Union agree to select an arbitrator as per 11.02 from the following list of names:

~~Martin~~ Teplitsky, Q.C.  
Gail Brent  
Professor E.E. Palmer, Q.C.

#### **ARTICLE 12 - SENIORITY**

- 12.01** a) An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his/her name be placed on the seniority list until after he/she has completed sixty (60) working days with the Gallery. Upon completion of such probationary period as a full time employee, the employee's name shall be placed on the appropriate seniority list with seniority dating from the date he/she was last hired as a full-time employee of the Gallery.
- b) The dismissal of a probationary employee due to the inability to perform the work or poor performance shall not be the subject of a grievance. No probationary employee may be discharged from employment if his/her discharge is arbitrary, discriminatory or made in bad faith.
- 12.02** A bargaining unit seniority list shall be updated and posted in June and December of each year. After such posting, the list shall become final with respect to the employees designated therein, except as to any employee who has disputed the accuracy of his/her seniority date, in which case it will be subject to adjustment, if established to be inaccurate. The Union shall be provided with a copy of the seniority list.
- 12.03** Seniority will accrue while the employee is actively employed or while an employee with recall rights is on lay-off. Any vacation, benefits or pensionable service will not accrue while on lay-off. Seniority will accrue during a leave of absence without pay.

**12.04** A person shall lose all seniority and shall be conclusively deemed to have terminated employment with the Gallery if that person:

- a) voluntarily ~~quits~~ the employ of the Gallery; or
- b) is discharged and such discharge is not reversed through the Grievance Procedure; or
- c) fails to report to work within five working days after being notified by the Gallery to report for work, unless a satisfactory reason is given; or
- d) is absent for three (3) consecutive working days unless a satisfactory reason is given; or
- e) fails to return to work upon the termination of an authorized leave of absence unless a satisfactory reason is given, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless a satisfactory reason is given.
- f) is absent due to lay-off of more than six months in the case of employees with seniority of less than six months; or
- g) is absent due to lay-off of more than twelve months in the case of employees with seniority of more than six months but less than three years; or
- h) is absent due to lay-off of more than eighteen months in the case of employees with seniority of more than three years.

**12.05** Conversion of Seniority

- a) When a part-time employee transfers from a regular part-time position to a full-time position seniority shall be calculated on the basis of one (1) year equals 1900 par-time hours;
- b) When a full-time employee transfers from a full-time position to a regular part-time position, he/she will carry his/her full-time seniority date with them;
- c) When a full-time employee who has previously worked as a regular part-time employee and has had their seniority converted as in a) above, transfers back to a regular part-time position, he/she will carry his/her full-time seniority date with them;
- d) When a regular part-time employee who has previously worked as a full-time employee and has carried their seniority as in b) above, transfers back to a full-time position, his/her regular part time hours will be converted as in a) above and the full-time seniority date adjusted accordingly.

- 12.06** No probationary period for transfer from part-time to full-time status or full-time to part-time status, providing the employee has successfully completed his/her probation in the respective job category.

### **ARTICLE 13 - LAYOFF AND RECALL**

- 13.01** Where the Gallery determines that it is necessary to reduce the work force, the Officer with the least seniority will be laid off provided the remaining Officers have the qualifications, skill, ability, communicative skills and physical capacity to perform the work, as assessed by the Gallery, which assessment shall not be arbitrary, discriminatory or made in bad faith.
- 13.02** Subject to Article 13.01, a full-time Protection Services Officer shall not be laid off where there is Protection Services work being performed at the Gallery by persons covered by the part-time agreement.
- 13.03** Subject to the provisions of Article 13.01, where the Gallery determines that it is necessary to recall laid-off Officers, recalls shall be made in order of seniority.
- 13.04** Notice of recall to a person shall be good and sufficient if sent by registered mail by the Gallery to the last address the person has communicated in writing to the Gallery. The date of sending of such notice shall be deemed to be the date the employee receives such notice. The Gallery will inform the Union of notice of recall.
- 13.05** The recalled employee must notify the Gallery of his/her intention to return to work within five (5) days of the date of recall notice; and must return to work within ten (10) working days of recall notice.
- 13.06** Where the Gallery decides to lay off employees, the Gallery shall consult the Union before the affected employees are notified pursuant to Article 13.09. The Gallery and the Union shall discuss the reasons for the layoff, possible alternative actions to avoid or minimize the scope of the layoff and the positions and/or individuals to be declared redundant.
- 13.07** Where an employee with seniority is to be temporarily laid off, the Gallery will provide a minimum of ten (10) working days notice in writing unless the circumstances for the layoff are deemed by the Gallery to be beyond its control. Further, should the layoff be expected to be in excess of six weeks but less than thirteen weeks, an employee with seniority may elect to take up to five (5) days of the ten (10) days written notice period as pay in lieu of notice in order to seek other employment.

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

	<u>Number of Working Days Written Notice</u>
up to 2	10
3	15
5	25
6	30
7	35
8	40

- 13.09** Employees with two (2) or more years of service may elect to take up to ten (10) paid working days during the notice period to actively seek alternate employment through interviews, written or telephone applications. Time off must be mutually agreed upon by the employee and their managerial supervisor. Any unused paid time off may also be taken immediately prior to the termination of the notice period.

Alternatively, an employee with two (2) or more years of service may elect to take up to ten (10) days in lieu of notice immediately prior to the termination of the notice period. Employees receiving twenty (20) or more days written notice must provide two weeks notice of their intent to elect this option.

It is **understood** that any pay in lieu of notice or paid time off shall form part of the written notice period.

The Gallery will endeavour in all circumstances of layoff to provide additional written notice where possible.

- 13.10** Severance pay will be provided in accordance with the Employment Standards Act. An employee may choose between retaining recall rights and receiving severance pay. If the employee chooses to retain recall rights, severance pay will be paid to the Director of Employment Standards. The severance pay will be paid out to the employee when recall rights expire.

- a) The Gallery will lay off employees in reverse order of seniority provided those employees retained have the required skill, ability and physical capacity to perform the work. Similarly, an employee who has been laid off may displace an employee with less seniority provided the senior employee has demonstrated the ability and has the qualifications to perform the duties of the job.



- b) The Gallery will recall laid-off employees in order of seniority and the employee will be provided with ~~an~~ opportunity ~~to~~ present their qualifications ~~as to~~ their abilities, skills and physical capacity to perform the work.
- 13.11** No new employees may be hired into a position until all laid off employees have been given the opportunity to fill the position in accordance with 13.10 (a) and 13.10 (b).
- 13.12** No volunteer labour shall be used to perform the work of a laid off employee.
- 13.13** It shall be a condition of employment that employees notify the Gallery in writing of any change of address or telephone number. The Gallery shall be entitled to rely upon the last address and telephone number furnished by the employee for all purposes.

#### **ARTICLE 14- VACANCIES AND ASSIGNMENTS**

- 14.01** The Gallery shall post notice of permanent and temporary job vacancies for a period of five working days before any such job is permanently filled. Probationary employees shall not be entitled to apply for posted vacancies.  
  
It is agreed that the Gallery will not interview applicants from outside until the applications received from existing employees have been reviewed and qualified bargaining unit candidates have been interviewed. Further, the Gallery will notify existing applicants in writing once the successful applicant is selected.
- 14.02** When a notice of permanent or temporary job vacancy is posted it shall contain the following information: nature of position; qualifications; skills and education required; proposed hours of work ~~and~~ wage or salary rate or range. It is understood that all positions are open equally to male and female applicants.
- 14.03** In filling a vacancy the qualifications, skill, ability, physical capacity to perform the work, and seniority **shall** be considered. Where the above listed factors (except seniority) are relatively equal between applicants, seniority shall be the governing factor.
- 14.04** Nothing in this Article shall be construed ~~as~~ restricting the right of the Gallery to temporarily assign ~~an~~ employee to a job on a temporary basis until arrangements have been made to promote or transfer the employee selected to fill a vacancy.
- 14.05** A temporary transfer or assignment shall not exceed a period of three (3) months unless such temporary transfer is made to fill a vacancy created by a leave of absence granted to ~~an~~ employee.
- 14.06** It is recognized that periods of temporary absence can be used to provide temporary training and experience to employees, which may assist them in applying for future job vacancies. The Gallery, therefore, shall endeavour to distribute such opportunity equitably among employees in order of seniority who are or have been employed in a similar or related job. It is understood, however, that the interest of the Gallery in maintaining an efficient operation and in effectively utilizing its employees is of primary importance in assigning employees to temporary vacancies.

- 14.07** In filling vacancies the Gallery may consider and select the senior applicant who does not possess the requisite qualifications to meet the job requirements but who is engaged in some special training in order to become qualified for such position, provided the employee will become qualified within a reasonable period of time.
- 14.08** The Gallery shall endeavour to post notice of permanent and temporary job vacancy at least five (5) days before a vacancy is to occur in normal circumstances and at least five (5) days after a vacancy has occurred in extraordinary circumstances.
- 14.09** The parties agree that all Officers are expected to be able to perform all duties, be available for all shifts and occupy all posts. The Gallery is committed to ensuring that all Officers who have the ability and skills, rotate through these posts. Every Officer will be required to complete a form indicating whether or not they wish to be rotated through these posts. The Gallery will consider requests from Officers who do not wish to participate in the rotation. The maximum rotation in premium and non-premium posts will be six (6) months.

#### **ARTICLE 15 - HOURS OF WORK**

- 15.01** The normal scheduled hours of work for employees shall be forty (40) hours per week
- 15.02** The provisions of this Article are intended only to provide a basis for calculating time worked and are not a guarantee as to hours of work per day, nor as to hours of work per week, nor a guarantee as to working schedules or shift times. However, the Gallery agrees to discuss with the Union, any major changes to the scheduling system thirty (30) days in advance of implementation.
- 15.03** Full-time schedules shall be posted two (2) weeks in advance and shall not be altered or changed, except in the case of an emergency as determined by the Gallery, and with the mutual acceptance of both parties.
- 15.04**
- a) When an employee is required to work in excess of his/her scheduled hours of work, said time shall be considered as overtime. The employee shall be paid for overtime worked at one and one half times the straight time hourly rate.
  - b) Where an employee works unscheduled time in excess of two (2) hours immediately following the end of his/her scheduled shift the employee shall receive an \$8.00 meal allowance, made available at the time the work is performed from the Shift supervisor;
  - c) Overtime work shall be on a voluntary basis and it is mutually agreed that overtime shall be distributed as equitably as possible in order of seniority among the employees who normally perform the work. The Gallery shall keep up-to-date posted records of all overtime work for the purpose of ensuring that the equitable distribution of overtime hours is followed over a period of one (1) month.

**15.05** ~~Basis~~ for scheduling full-time Protection Services Officers will be as follows:

Building Crew

Day Shift	7:45 a.m. to 3:45 p.m.
Afternoon Shift	3:45 p.m. to 11:45 p.m.
Evening Shift	11:45 p.m. to 7:45 a.m.

Gallery Security

Wednesday, Thursday, Friday, Saturday and Sunday	9:30 a.m. to 5:30 p.m.
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Shipping Dock

Monday to Friday	8:00 a.m. to 4:00 p.m.
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Basement Security

Monday to Friday	8:00 a.m. to 4:00 p.m.
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Building Reliever

Day Shift	9:30 a.m. to 5:30 p.m.
Afternoon Shift	3:00 p.m. to 11:00 p.m.

- 15.06** In order to qualify for overtime payment, the overtime work performed must be authorized by the individual's immediate managerial supervisor.
- 15.07** Employees required to work overtime shall be allowed to take time off work in lieu of overtime payment at a time mutually agreed upon. No employee shall be allowed to accumulate more ~~than~~ five (5) days of overtime for the purpose of taking time off work in lieu of payment. Where an employee takes time off **work** in lieu of overtime payment, it shall be on the basis of one hour and a half off for each one hour overtime worked. Employees will not be required to take time off in lieu of overtime compensation.
- 15.08** For the purposes of this Agreement, an employee's "regular straight time hourly rate" is as stated **in Schedule A.**
- 15.09** Hours of work for Full-Time Staff
- The Gallery agrees to give the Officers one half hour for meal break and two fifteen (15) minute rest periods with pay, during each eight (8) hour shift worked as per the Gallery's daily break schedule.
- 15.10** For the purposes of this Article "day" means a calendar day

- 15.11** The Gallery agrees that employees will not be scheduled in the Control Room for more than four (4) hours per shift.

#### **ARTICLE 16 - WAGES**

- 16.01** The wages paid to employees will be those in Schedule "A" attached hereto and forming part of this Agreement.
- 16.02** In the event that a new job classification is introduced, not yet covered by the collective agreement, the Gallery will establish the wage rate for such job classification in consultation with the union prior to implementation.

Assignments for which a premium is paid, will not be considered "job classifications" for the purpose of this article.

#### **ARTICLE 17 - LEAVE OF ABSENCE**

- 17.01** Personal Leave. Leave of absence without pay for legitimate personal reasons may be granted by the Gallery upon written request.
- 17.02** Union Business Leave. The Gallery will grant leave of absences without pay to employees for a period not exceeding ten (10) consecutive working days for any one function, to attend union conferences, conventions and educational programmes, provided reasonable notice is given by the bargaining unit chairperson to the Gallery. Such absence will not unduly interfere with the operation of the Gallery.

The Union will reimburse the Gallery for all wages as a result of lost time and expenses for employees involved in bargaining and arbitrations.

**17.03 Union Executive Board Leave.**

- a) Upon request by the Union, confirmed in writing, and provided that one (1) week's notice is given, leave of absence with no loss of pay or benefits not in excess of two (2) days per month shall be granted to an employee elected as an Executive Board member or Executive Officer of the Union for the purpose of conducting the internal business affairs of the Union;
- b) The Union will advise the Gallery in writing of the name of such employee, immediately following their election;
- c) Leave of absence with no loss of pay or benefits shall be granted to accommodate reasonable travel time.
- d) The Union will reimburse the Gallery monthly for the salary and all benefits paid to a member of the Executive Board and Officer granted leave under this article and the event the Gallery incurs additional expense by way of salary or otherwise the Union shall reimburse the Gallery for the additional expense.

**17.04 Election Leave.** The Gallery agrees to grant a leave of absence without pay or benefits to an employee who is a declared candidate in any municipal, provincial or federal election. Such leave of absence shall be for a reasonable period of time prior to the election, in order to allow campaigning, and for the term of office, if elected.

**17.05** Where an employee is granted personal leave pursuant to Article 17.01 or is granted election leave pursuant to Article 17.03, such employee may, prior to commencing such leave, subject to terms and conditions of individual benefit plans, make arrangements with the Gallery to pay for continuation of insurance benefits. It is understood and agreed that the employee is responsible for full payment of the employee benefits and this shall be communicated to the employee in writing at the time the arrangements are made.

**ARTICLE 18 - BEREAVEMENT LEAVE**

- 18.01** Bereavement leave of three (3) days will be granted to an employee when a death occurs in his/her or his/her spouse's (spouse to include common-law or same-sex partner) immediate family. Immediate family to include mother, father, child, brother, sister, grandparent or grandchildren. It is understood that an employee shall not receive payment for absence on a day or days on which he/she would not otherwise have worked.
- 18.02** In the event of the death of a co-worker the Gallery will endeavour to release employees from their work stations to attend the funeral. However, the Union recognizes that the positions of Protection Services Officer and Shift Supervisor are essential ones and therefore the Security of the Gallery will be the primary consideration in granting such leave.
- 18.03** In other cases, where there has been a loss by death, the Gallery may, at its discretion, grant compassionate leave with pay for a period of up to three (3) days.

## **ARTICLE 19 - JURY DUTY**

**19.01** An employee when called for Jury Duty, including Coroner's Jury Duty or subpoenaed as a witness, will be compensated for the difference between his/her normal straight time hourly rate and the payment received for Jury Duty, Coroner's Jury Duty or in being subpoenaed as a witness. The employee will provide evidence to department manager or his/her designate, that she/he reported for said duty or attended as a subpoenaed witness.

The employee shall provide timely notice if the requirements of the above duty and prior to allotted time to allow for necessary schedule changes to be completed.

## **ARTICLE 20 - HEALTH AND SAFETY**

**20.01** The Gallery is committed to the maintenance of a safe and healthy work environment for its employees and the promotion of good health and safety practices. It is agreed that the Gallery and Union shall co-operate in ensuring that:

- a) Health & Safety legislation is complied with;
- b) general principles of safety are followed in the prevention of accidents;
- c) protective equipment is provided to and used by employees as required;
- d) employees receive appropriate training with respect to safety procedures;
- e) the Union is represented on the joint Health & Safety Committee by electing one member and one alternate member from the full or part-time bargaining units;

**20.02** The Gallery agrees to provide protective clothing, parkas, gloves and safety shoes (\$90.00) to Officers assigned to Protection Services duty in the shipping and receiving area.

**20.03** An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

**20.04** The Workers Compensation Act of Ontario provides disability benefits with respect to injuries that are incurred in the course of employment. Benefits are based on 90% of the employee's net average earnings (weekly average earnings less probable income tax) prior to the injury.

## **ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE**

**21.01** Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

**21.02** The service requirement for eligibility for maternity leave shall be thirteen (13) weeks of continuous service.

- 21.03** The employee shall give written notification one month prior to the commencement of the maternity and/or parental leave of her request for leave together with her expected date of return. At such time he/she shall also furnish the Gallery with her doctor's certificate as to pregnancy and expected date of delivery. In order to facilitate replacement, where possible, the employee **should** notify the Gallery prior to maternity leave of her intentions to take parental leave.
- 21.04** Should the employee not indicate at the time of notification her intent to take parental leave, the employee will attempt to provide one (1) month's notice or in any event at least two (2) weeks notice prior to the termination of the maternity leave.
- 21.05** The employee shall **reconfirm** her intention to return to work on the date originally provided to the Gallery in 21.03 and 21.04 above by written notification received by the Gallery at least two weeks in advance thereof.
- 21.06** **When** persons are **hired** or **transferred** into the bargaining unit to replace employees who are on approved **maternity/parental** leave, the period of employment of such persons will not exceed the **maternity/parental** leave. The release or discharge or transfer out of the bargaining unit of such persons shall not be the subject of a grievance or arbitration.
- 21.07** An employee who proceeds on maternity leave or parental leave pursuant to this Article may, prior to commencing such leave, make arrangements with the Gallery to pay for continuation of the insurance benefits specified in Article 31.01 (a) to (e) **inclusive**. The employee is responsible for payment of the employee portion of benefit premiums and pension, if any.
- 21.08** Where an employee has at least two (2) years of continuous service at the time the maternity leave commences, the employee has the right to take a further unpaid leave to extend the **maternity/parental** leave to twelve (12) months in total. The employee will give written notification one month prior to the commencement of this additional leave together with her expected date of return. In order to facilitate replacement, where possible the employee should notify the Gallery prior to maternity leave of her intention to take extended unpaid leave.
- 21.09** An employee entitled to maternity leave, who has twelve (12) months of continuous service **and** who provides the employer with proof that he/she has applied for and **is** eligible to receive unemployment insurance benefits pursuant to the Unemployment Insurance Act, shall be paid an allowance calculated as follows:
- (i) for the first two (2) weeks, the employee shall receive the lessor of either 95% of her actual regular weekly earnings or 95% of the maximum weekly insurable earnings under the Unemployment Insurance Act.
  - (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the **sum** of the weekly U.I.C. benefits the employee is eligible to receive and any other earnings received by the employee, and the weekly payments calculated under (a) above.

- 21.10** Employees have no vested right to payments under the plan except to payment during a period of unemployment specified in the plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are *not* reduced or increased by payments received under this plan.

## **ARTICLE 22 - ADOPTION LEAVE**

- 22.01** The Gallery agrees to grant adoption leave of 18 weeks as per the parental leave regulations of the Employment Standards Act.
- 22.02** In order to qualify for such leave, the employee must have been in the employ of the Gallery for at least ~~thirteen~~ (13) weeks of continuous service. The employee must give written notice to the Gallery of intention to adopt within a reasonable period ~~of time~~ prior to such request for parental leave.
- 22.03** The employee shall reconfirm her intention to return to work ~~on~~ the date originally provided to the Gallery by written notification received by the Gallery at least two weeks in advance thereof.
- 22.04** When persons are hired or transferred into the bargaining unit to replace employees who are on approved adoption leave, the period of employment of such persons will not exceed the adoption leave. The release or discharge or transfer out of the bargaining unit of such persons shall not be the subject of a grievance or arbitration.
- 22.05** ~~An~~ employee who proceeds on adoption leave pursuant to this Article may, prior to commencing such leave, make arrangements with the Gallery to pay for contribution of the insurance benefits specified in Article 31.01 (a) to ~~(9)~~ inclusive. The employee is responsible for payment of the employee portion ~~of~~ benefit premiums and pension, if any.

An employee who is eligible for adoption leave shall receive the same unemployment benefits as relates to maternity leave ~~as~~ outlined in Article 21.09 of this Agreement

## **ARTICLE 23 - PREMIUM PAY**

- 23.01** Where the majority of the regular straight time hours of ~~work~~ are scheduled by the Gallery either after 4:00 p.m. or 12 midnight a shift premium of forty-five (~~45~~) cents and seventy-five (75) cents, respectively, shall be paid for the entire shift. It is understood that shift ~~premium~~ shall not be paid for any hours in which an employee is paid an overtime rate and such shift premium will *not* form part of an employee's regular straight time hourly rate.
- 23.02** a) Where a Protection Services Officer ~~is~~ required to work ~~in~~ the Control Room he/she shall receive a ~~premium~~ equivalent to the difference between the A1-4 job rate, reduced to ~~an~~ hourly rate and the A1-2 job rate, reduced to an hourly rate for each hour worked in the Control Room. It is understood that this premium shall not be paid for any hours in which an employee is paid ~~an~~ overtime rate and such premium will not form part of an employee's regular straight time hourly rate. (See Schedule A);



- b) Where a Protection Services Officer is required to work in Security Shipping, he/she shall receive a premium equivalent to the difference between the A1-3 job rate, reduced to an hourly rate and the **A1-2** job rate, reduced to an hourly rate for each hour worked in Security Shipping. It is understood that this premium shall not be paid for any hours in which an employee is paid *an* overtime rate and such premium will not form part of ~~an~~ employee's regular straight time, hourly rate. (See Schedule A);
- c) Where a Protection Services Officer **is** required to work **as** an Art Escort, he/she shall receive a premium equivalent to the difference between the **A1-4** job rate, reduced to an hourly rate ~~and~~ the A1-2 job rate, reduced to an hourly rate for each hour worked **as an Art Escort**. This premium will only be paid on escorts which require overnight duty. (See Schedule A);
- d) Where a Protection Services Officer is assigned to Building Relief, he/she shall receive a premium for four **(4)** hours of his/her eight (8) hour shift. This premium **will** consist of two (2) hours of Shipping Dock premium rate and two (2) hours of Control Room premium rate. (See Schedule A).

**23.03** Premium payments under any *of* the terms of this Agreement shall not be duplicated or pyramided for ~~the~~ same hours worked.

#### **ARTICLE 24 - LEAD HANDS**

**24.01** Lead ~~Hands~~ may be appointed by the Gallery from time to time as the Gallery in its discretion deems ~~necessary~~. Such persons shall receive an additional one (1) dollar per hour for each hour worked for the duration of the appointment. This premium will not form part of the employee's regular straight time hourly rate.

#### **ARTICLE 25 - CALL-IN ALLOWANCE**

**25.01** The Gallery agrees that *an* employee who has ~~left~~ the Gallery premises and who is notified to report for work and who reports to work outside his/her normal scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four **(4)** hours pay at his/her regular straight hourly rate. For purposes of clarity, this shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift or to employees who work at a time immediately following their normal shift.

#### **ARTICLE 26 - REPORTING ALLOWANCE**

**26.01** The Gallery agrees that *an* employee, upon reporting for work at the commencement of his/her regular scheduled shift, unless notified in advance not to do so, shall receive three **(3)** hours work or three **(3)** hours pay at his/her regular straight time hourly rate, ~~unless~~ the cause of the matter is beyond the control of the Gallery. Any employee so affected shall take such temporary work ~~as~~ is available in order to qualify for such three (3) hours pay if offered, but shall receive the three (3) hours pay regardless of work availability.

**ARTICLE 27 - VACATION**

**27.01** Employees shall be entitled to vacation and vacation pay computed on the following basis according to an employee's length of continuous service measured from the seniority date:

- a) an employee will be granted ten (10) vacation days on their first anniversary date with vacation pay of 4% of total earnings. However, employees will be eligible to take five (5) of these vacation days after completion of seven (7) months of full-time employment;
- b) an employee will be granted fifteen (15) vacation days on their 2nd, 3rd and 4th anniversary date;
- c) an employee will be granted sixteen (16) vacation days on their 5th anniversary and an additional day will be granted for each successive year of service as outlined in 27.01 (d);

d)	<u>Length of Service</u>	<u>Vacation Days</u>
	6 years	17
	7	18
	8	19
	9	20
	10 years	21
	11	22
	12	23
	13	24
	14	25
	15	26
	16	27
	17	28
	18	29
	19	30
	20	31

**27.02** Employees terminating within the vacation year shall receive vacation pay computed on the following basis according to the employee's length of continuous service:

- a) less than two (2) years - 4% of total earnings;
- b) more than two (2) years but less than ten (10) years, 6% of total earnings;
- c) more than ten (10) years but less than twenty (20) years, 8% of total earnings;
- d) more than twenty (20) years, 10% of total earnings.

**27.03** If a paid holiday falls on or is observed during an employee's vacation period, he/she shall receive a day's pay for the paid holiday and this day will not be considered a vacation day.

- 27.04** An employee will be granted and shall take his/her vacation at such time or times ~~as~~ the Gallery finds most suitable, considering in each case the employee's seniority, his/her wishes, and the efficient operation of the Gallery. ~~It is~~ understood and agreed that where an employee is entitled to more than two (2) weeks of vacation, the Gallery may require such employee to take his/her vacation in interrupted periods in order to accommodate the wishes of other employees.
- 27.05** Employees shall notify the Gallery of their vacation preference by March 15 in each year where they are requesting vacation in **June**, July or August. The Gallery will notify the employee by April 15 whether their request has been approved. Other requests for vacation must be submitted one (1) month prior to ~~the~~ vacation. The Gallery will notify ~~the~~ employee within seven (7) working days whether their request has been approved. Approval will be granted on the basis of seniority and scheduling requirements.
- 27.06** Vacation entitlement may not be accumulated or carried over and must **be** taken within eighteen (18) months of the date of first entitlement.
- 27.07** In calculating total **earnings** for the purposes of this article, no account shall be taken in respect of vacation pay paid in the previous vacation year.

#### **ARTICLE 28 - PAID HOLIDAYS**

- 28.01** a) Employees shall receive the following holidays with pay:
1. New **Year's** Day;
  2. Good Friday;
  3. Easter Monday;
  4. Victoria Day;
  5. Canada Day;
  6. Civic Holiday;
  7. Labour Day;
  8. Thanksgiving Day;
  9. Christmas Day;
  10. Boxing Day;
  11. Floater Day (to be established **by** the Gallery)
- 28.01** b) In addition to the paid holidays mentioned above, one additional personal day shall be given per calendar year. An employee will give at least **two (2)** weeks notice of the day he/she wishes to take. Full-time employee's who wish to observe religious holidays other than those provided in **28.01(a)** may use this personal day for **this** purpose.

**28.02** In order to qualify for holiday pay, an employee shall work on each of the scheduled working days immediately preceding and immediately following the holiday concerned or otherwise would have been scheduled to work if it were not for the holiday unless an employee was absent due to:

- a) verified illness or accident for a period not exceeding ten (10) calendar days, inclusive of the holiday;
- b) lay-off for a period not exceeding ten (10) calendar days, inclusive of the holiday;
- c) vacation granted by the Gallery hereunder;
- d) approved leave of absence for a period not exceeding ten (10) calendar days, inclusive of the holiday.

**28.03** a) If an employee who qualifies for holiday pay works on the holiday he/she shall be paid at the rate of two and one-half times his/her regular straight time hourly rate for all hours worked. If an employee who does not qualify for holiday pay works on the day observed as a holiday, he/she shall be paid at the rate of time and one-half his/her regular straight time hourly rate for all hours worked;

b) When an employee who qualifies for holiday pay is required to work on a holiday, such employee may, subject to 28.03-(c) below, elect to be paid in accordance with 28.03 (a) or time and one-half his/her regular straight time hourly rate for all hours worked on the holiday and in addition, another day off with pay;

c) Where the eligible employee wishes to be paid in accordance with 28.03 (b) he/she must obtain in advance the agreement of his/her Department Head who shall notify the Human Resources Department in order for the employee to be paid correctly.

**28.04** Employees shall receive the second Monday in February as a paid holiday. Should the government legislate a statutory holiday in February, this statutory holiday shall supplant this February holiday. If an employee is required to work on this holiday, he/she shall be paid at his/her regular straight-time rate and if qualified, shall receive another day off in lieu. In the event that a statutory holiday supplants the February holiday, premium payment shall be made in accordance with Article 28.03 (a) & (b).

## **ARTICLE 29 - EMPLOYEE RECORDS**

**29.01** The Gallery shall provide an employee with a copy of any written disciplinary notation to be entered in his/her personnel file.

**29.02** Similarly, should an employee be suspended or terminated such action shall be confirmed in writing to the employee and to the Union.

- 29.03** All employees shall have access to their personnel files upon request to the Human Resources Department. The Union may request from Human Resources copies of all written disciplinary notations given to an employee provided written consent by the employee involved accompanies the request. The request shall be granted within 24 hours.
- 29.04** Any disciplinary notice in the employee's file shall be removed after a period of one (1) year if there ~~is~~ no further discipline. The employee shall request from Human Resources removal of expired disciplinary notices from the employee's file, and provide instruction to Human Resources on the method of destroying said notices.

### **ARTICLE 30 - GENERAL**

- 30.01** Where the Gallery agrees with an employee that a certain course may enhance the job performance of ~~an~~ employee, the Gallery may, at the discretion of the Human Resources Director, agree to pay for a portion of the tuition fee payable for such course on the successful completion of the course.
- 30.02** Where the Gallery requires an employee to take a course in order to update the employee's qualifications for the job held by the employee, the total cost of such course shall be paid by the Gallery.
- 30.03** Where an employee ~~is~~ required to write an examination during working hours for a job-related course, the Gallery **agrees** to allow time off without loss of pay to enable ~~such~~ person to write the examination.
- 30.04** Where courses are offered outside the Gallery which the Gallery feels may be of interest to employees, notification of such courses will be made by posting on the notice board.
- 30.05** The Gallery agrees to provide a convenient space in the Gallery where the local union may keep a filing cabinet, **desk**, chairs and phone for use by ~~the~~ Stewards to conduct union business. It is understood and agreed that **general** meeting facilities may not always be available. furthermore, nothing in this Article should **be** construed as granting permission to meet during working hours **and** permission to meet on Gallery premises during working hours must be obtained in advance of any meeting.
- 30.06** The Gallery will provide an updated mailing list of all bargaining unit employees on a quarterly basis. Such lists will include employees home phone number and will be forwarded to the Financial Secretary of the Local Union.

**30.07** It is understood that it is essential in performing all aspects of the Protection Services Officers' function for the Officer to be able to communicate effectively and courteously with the public as well as other Gallery staff and external security forces. The Gallery provides and employees must wear, the Gallery-issued uniform at all times while on duty. The following dress code standards must be met while in uniform:

- a) uniforms clean and pressed;
- b) skin-tone, grey or black tights must be worn with skirts, grey or black socks with trousers;
- c) shoes must be clean and polished;
- d) suitable personal grooming.

#### **ARTICLE 31 -HEALTH AND WELFARE**

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

- a) 80% of the premium cost of semi-private hospital plan;
- b) 80% of the premium cost of the current Extended Health Care Plan;
- c) 80% of the premium cost of the current Dental Care Plan;
- d) 100% of the premium cost of group life insurance in amount equal to the employee's 1-1/2 times basic annual salary;
- e) 80% of the premium cost of the existing Accidental Death and Dismemberment Insurance Plan;
- f) The Gallery agrees to continue to provide a Long-Term Disability Plan for eligible full-time employees, with the employees paying 100% of the premium cost.

**31.02** The employee's proportion of such premium payments will be paid through payroll deduction. It is understood that all employees must become members of the plans referred to in 31.01 (d) and (f) as a condition of employment.

**31.03** It is understood that it is not the Gallery's obligation to provide benefits contemplated by any of the insurance plans for which premiums are paid as provided above. The Gallery will administer the plan and ensure the terms and conditions of the insurance policies are adhered to by the insurance carrier. The provision of any benefits pursuant to this agreement is not to be construed as a guarantee as to specific coverage or eligibility for benefits, which shall be established by the terms and conditions of the various insurance policies held.

## **ARTICLE 32 - PENSIONS**

**32.01** The Gallery agrees to continue to provide the Gallery Pension Plan to eligible employees during the currency of this agreement. It is understood that all employees must become a member of the pension plan as a condition of employment upon completion of one year's service **as** a full-time Protection Services Officer.

## **ARTICLE 33 - OCCASIONAL SICK-LEAVE DAYS AND SICK LEAVE**

**33.01** Pay for sick leave is for the sole purpose of protecting full-time employees on the active payroll of the Gallery who have completed their probationary period against loss of income when they **are** legitimately sick or disabled (non-occupational illness or disability) and sick leave shall be granted to employees on the following basis:

- a) Employees who have completed their probationary period by January 1 in any calendar year shall be credited with ten (10) Occasional Sick-Leave Days. These ten days may be used during the calendar year to provide full pay for employees absent due to non-occupational illness or disability;
- b) An employee who completes his/her probationary period during any year shall be credited with one (1) Occasional Sick-Leave Day per month for each full month remaining in the year subsequent to the completion of the probationary period, to a maximum of ten (10) days;
- c) An employee who completes his/her probationary period will be credited with sick leave days per (a) and (b) above and will be reimbursed for any loss of pay for sick leave absence during his/her probationary period to the maximum earned credit as of the date of completion of such probationary period;
- d) Employees shall report their absence directly to their managerial supervisor. Employees shall endeavour to provide at least two (2) hours notice or in any event, employees must provide one hour's notice prior to the commencement of their scheduled shift, along with the expected date of return. Employees must also contact their managerial supervisor if they are unable to return **as** previously indicated. If the managerial supervisor is unavailable the employee must leave a message with his/her designate.
- e) If an employee is required to care for a family member who is ill or incapacitated, or attend a family medical appointment, the time taken may be deducted from **an** employee's own occasional sick-leave days, from outstanding vacation entitlement or taken as unpaid leave of absence.
- f) An employee who has **used** all occasional sick leave days to which they are entitled in any one calendar year, may use any occasional sick leave days remaining from the previous calendar year only, for the purposes of absence due to legitimate illness or disability.

### **33.02** Short Term Sick Leave

The purpose of the Gallery's short term sick leave is to provide income protection to an employee who has a prolonged non-occupational illness, injury or disability.

After an absence of five (5) consecutive working days due to verified non-occupational illness or disability, an employee who has completed his/her probationary period who continues to be absent due to such non-occupational illness or disability, will receive short-term sick leave as follows:

- a) The ~~initial~~ five (5) sick days will be considered occasional sick days as outlined in 33.01 a). However, if the employee ~~has~~ no occasional sick leave credits, the employee may use vacation or ~~lieu~~ time to provide compensation during this period;
- b) Short-term sick leave benefits will commence the first working day following the five (5) day absence defined above;
- c) Short-term sick leave benefits will be seventy-five percent (75%) of salary for a period of up to a maximum of sixteen (16) weeks. The weekly benefit may be increased to one-hundred percent (100%) of salary per week for each full year of full-time employment (based on seniority date) completed ~~as~~ of the commencement of the short-term sick leave. The maximum number of weeks of benefits available shall not exceed sixteen (16) regardless of the number of years of employment.

**33.03** An employee may be required to provide satisfactory proof of illness or disability from a duly qualified medical practitioner for any absences. In all cases where the absence is in excess of three (3) days a medical certificate will be required.

Employees, after an absence of ten (10) working days may, at the Gallery's discretion, be required to meet with the Gallery's Occupational Health Consultant to: verify the illness or disability; ensure the employee is following and/or responding to treatment; and confirm when the employee is able to return to work.

**33.04** Employees absent from work on maternity leave are not entitled to sick-leave benefits. However, employees who are absent due to illness during pregnancy prior to the commencement of maternity leave shall not be denied sick leave benefits.

**33.05** If as a result of the implementation of the sick-leave benefits in this Article any savings, rebates, or premium reductions are payable or granted, either to the Gallery or its employees by the Canada Employment and Immigration Commission, the full amount of such savings, rebates, or premium reductions shall accrue to the benefit of the Gallery, notwithstanding anything to the contrary in any government legislation. The amount of any such savings, rebates, or premium reductions shall be deemed to have been received as part of the aforementioned sick leave plan and the initiation thereof.



#### **ARTICLE 34 - CONTRACTING OUT**

**34.01** No bargaining unit employee shall be laid off or terminated as a result of the employer contracting out any of its work or services.

No position shall be contracted out when an employee can perform the position and all such positions shall be posted.

#### **ARTICLE 35 - MISCELLANEOUS**

##### **35.01 Paid Education Leave**

The Company agrees to pay into a special fund two cents (2¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the company to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, P. O. Box 897, Port Elgin, Ontario NOH 2C0.

The Company further agrees that members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence with pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) months period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave. The union will reimburse the Gallery for wages and benefits for the leave of absence.

##### **35.02 New Technology**

"New Technology" means equipment, acquisitions, or methods of a different nature than those previously used by the Art Gallery of Ontario that are new to the Bargaining Unit and will have a significant impact on the Bargaining Unit employees.

Within thirty (30) days of signing the Collective Agreement the parties will establish a joint Management/Union committee, comprised of two (2) representatives from the Union and two (2) representatives from the Gallery.

All technological changes as defined above which result in the displacement of employees shall be referred to the "joint technological change committee" for recommendation on changes and methods to accomplish changes, prior to any action being taken by the Art Gallery of Ontario.

The employer will provide the joint committee of expected redundancies re-organizational plans and technological change.

##### **35.03 Video Display Terminals**

The parties agree that any Officer may be assigned to work in the Control Room. However, the Gallery will reassign Officers to alternate work if the employee presents a request along with a satisfactory medical certificate from a qualified practitioner.

The employer will make every effort to provide work stations with good ergonomic properties and display screens which are free from radiation and harmful emissions. The Gallery will endeavour to test the V.D.T. work stations every six months to ensure safe operation and continue to maintain good ergonomic practices for those work stations.

#### **35.04 Work by Supervisors**

Excluded employees **and** outside companies will not perform any work of the bargaining unit. Only in emergency situations where no other bargaining unit employees are available can management perform bargaining unit work.

#### **35.05 The Gallery agrees to provide full-time Protection Services Officers with the following:**

- a) 1/2 day off work without loss of pay for the purpose of the Annual Picnic;
- b) Discounts off some merchandise in the Gallery Shops; •
- c) Gallery employees will be given a discount of the greater of 50% or cost of catalogues published by the Gallery for Gallery exhibitions;
- d) Employees, upon completion of the appropriate probationary period will receive a complementary family membership for the Art Gallery of Ontario. This does not include any complimentary incentives for new members (ie. catalogues).
- e) Subsidized cost of coffee and tea sold in the Cafeteria
- f) Holiday celebration donation for staff

#### **ARTICLE 36 - CHANGES IN AGREEMENT**

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

Either party desiring to propose changes to this Agreement shall give notice in writing to the other party. Within fifteen (15) working days of receipt of such notice by one party, the other party **is** required respond as to their intent to negotiate the proposed changes.

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

#### **ARTICLE 37 - TEMPORARY EMPLOYEES**

**37.01** The Gallery and Union agree that the term "Temporary Employee" shall be deemed to mean any employee who is hired for a specific term or **task** including filling a permanent position temporarily vacated due to illness, pregnancy/parental leave, or leave of absence.

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

Temporary employees will generally be used when, eg. regular employees are absent or to assist regular employees in peak periods when a surplus of work exist, or during special exhibitions.

A temporary vacancy of more than thirty (30) days duration shall be posted in accordance with Article 14.

Upon completion of sixty (60) days work with the Gallery, Union security and seniority provisions of the collective agreement shall apply.

Upon completion of one hundred twenty (120) days work with the Gallery, pay in lieu of benefits shall apply.

#### **ARTICLE 38 - PERMANENT CLOSURE**

**38.01** The Gallery agrees that in the event of a permanent closure during the life of this agreement,

- a) the Gallery will notify the Local **and** National Union at least three (3) months prior to cessation of its operations.
- b) Following such notification, the Local and National Union will have the right to discuss and explore any possible **means** of averting the closure with the Gallery.
- c) **If** attempts to **avert** the **Art** Gallery closing are not successful, Gallery and Union Representatives will meet to negotiate the manner in which the closure is carried out.

#### **ARTICLE 39 - UNIFORMS**

**39.01** The Gallery will provide uniforms for Protection Services Officers and Shift Supervisors **as** follows:

- Two (2) pair of pants or two (2) skirts (optional for female Officer), every twelve (12) months
- two (2) blazers every twenty-four (24) months
- five (5) shirts every eighteen (18) months
- three (3) ties every eighteen (18) months

The Gallery shall pay employees an allowance of ninety dollars (\$90.00) per annum for the purchase of footwear. Said footwear must be acceptable to the Gallery for the purpose for which it is to be worn. Safety shoes will meet provincial safety regulations. Shoes worn with uniforms **will** be black walking shoes.

An employee will be allowed to wear appropriate alternate footwear if **the** employee submits a medical certificate verifying his/her requirements for such alternate footwear.

Parkas will be made available to Officers required to perform outside duties

As Protection Services officers must present themselves in a neat, well groomed manner, the Gallery will provide dry-cleaning vouchers as follows:

- **one** (1) pair of pants or one skirt, twice per **month;**
- two (2) shirts, four **(4)** times per month;
- one **(1)** blazer, once per month;
- one (1) tie, **as** needed.

Upon termination of employment, a Protection Services Officer must return his/her uniform to the Gallery or the value of the uniform as determined by the Gallery, will be deducted from his/her final **pay** cheque.

#### **ARTICLE 40 - PRINTING COSTS**

- 40.01** The Gallery agrees to pay one hundred percent (100%) of the cost of printing of the said collective agreement and distribute it within 2 months of ratification.

**ARTICLE 41 - DURATION**


**41.01** The Agreement shall be binding and remain in effect ~~from~~ April 1, 1996 to March 31, 1999 inclusive, and shall continue from year to year thereafter unless either party gives to the other party ~~notice~~ in writing no more than ninety (90) days prior to the expiry date that it desires its termination or amendment.

In witness whereof each of the parties hereto has caused this full-time agreement to be signed by its duly ~~authorized~~ representatives this 10 day of July, 1996.

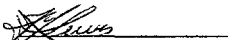
**ART GALLERY OF ONTARIO**


**NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION  
OF CANADA (CAW-CANADA)**

  
M. Anderson

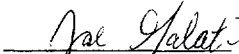
  
S. E. Ingram


  
D. O'Leary

  
T. Lewis

  
M. Khalid

  
P. Grieve

  
J. Galati

  
A. Bregolin

**SCHEDULE A - WAGES** - Increase of 2% per each year of Agreement

Protection Services Officer			
<u>STEPS</u>	<u>April 1, 1996</u>	<u>April 1, 1997</u>	<u>April 1, 1998</u>
Start	12.61	12.86	13.12
6 month	13.66	13.93	14.21
12 month	14.70	14.99	15.29
18 month	15.77	16.08	16.40
Shipping Dock	0.52	0.53	0.54
Control Room/Art Escort	1.04	1.06	1.08
Protection Services Supervisor			
Start	14.33	14.62	14.91
6 month	15.52	15.83	16.15
12 month	16.71	17.04	17.38
18 month	17.91	18.27	18.63

**LETTER OF INTENT**  
**EMPLOYEE ASSISTANCE PROGRAM**

November 1993

Mr. ~~Craig~~ Grant  
CAW-Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Grant:

The Gallery agrees to introduce ~~an~~ Employee Assistance Program provided by our insurance carrier. Enrolment in this benefit will be mandatory after completion of probation. However, implementation of this program will be conditional upon the agreement of OPSEU, through the collective bargaining process, to ~~participate~~ in this benefit.

The Gallery agrees to offer this benefit to ~~regular~~ part-time staff. The conditions in the above paragraph ~~apply~~.

Payment of this program will be shared equally by the Gallery and the employee

Yours very truly,

**Susan E. Ingram**  
Human Resources Director

LETTER OF INTENT  
ADMISSIONS POLICY

March 1996

Mr. Munir Khalid  
CAW-Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Khalid:

In the event the Gallery introduces a new Admissions Policy which results in a change in Gallery hours of operation, the Gallery agrees to notify and meet ~~with~~ the Union-Management Committee no ~~less than~~ thirty (30) days prior to such proposed changes.

At any such meeting, the Gallery will provide ~~the~~ Union with information ~~as to~~ the nature of these changes and the effect they ~~will~~ have on the terms and working conditions of the employees affected.

Yours very truly,

Susan E. Ingram  
Human Resources Director



**LETTER OF INTENT**  
**PROTECTION SERVICES SUPERVISOR POSITION TITLE**

March 1996

Mr. Munir Khalid  
CAW-Canada  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

~~Dear~~ Mr. Khalid:

The Gallery agrees to complete a review of ~~the~~ Protection Services Supervisor position title to eliminate confusion with management supervisory responsibilities and to better reflect their duties and responsibilities. Said review to be completed within 60 days after ratification of the collective agreement.

Yours very ~~truly~~,

Susan E. Ingram  
Human Resources Director

## **APPENDIX ONE**

### **PART-TIME COLLECTIVE AGREEMENT**

The part-time agreement shall be composed of the following Articles identical to those contained in the full-time collective agreement.

1.0	Purpose
3.0	Management Rights
4.0	Strike or Lockout
5.0	Union Security
6.0	Relationship
7.0	No Discrimination
8.0	Correspondence
9.0	Representation
10.0	Complaint and Grievance Procedure
11.0	Arbitration
12.01 b)	Dismissal of a Probationary Employee
12.02	Seniority List
12.04	Loss of Seniority
12.05	Conversion of Seniority
13.01 - 13.08	Layoff and Recall
13.10 - 13.13	Layoff and Recall
14.0	Vacancies and Assignments
17.01 - 17.04	Leave of Absence
18.0	Bereavement Leave
19.0	Jury Duty
20.0	Health and Safety
21.01 - 21.06	Maternity Leave
22.01 - 22.04	Adoption Leave
25.0	Call-in Allowance
26.0	Reporting Allowance
29.0	Employee Records
30.05 - 30.07	General
34.0	Contracting Out
35.0	Miscellaneous
36.0	Changes in Agreement
37.0	Temporary Employees
38.0	Permanent Closure
40.0	Printing Costs
41.0	Duration

In addition, the following full-time articles do not apply to **Part-time** employees

12.03	Accrual of Seniority
12.04 c) - h)	<b>Loss</b> of Seniority
13.01 - 13.08	Layoff and Recall
13.10 - 13.13	Layoff and Recall
17.01 - 17.04	Leave of Absence
18.0	Bereavement Leave
19.0	Jury Duty
21.01 - 21.06	Pregnancy & Parental Leave
22.01 - 22.04	Adoption Leave
35.01	Paid Education Leave
39.0	Uniforms

## **ARTICLE 1 - RECOGNITION**

- 1.01 The Gallery recognizes the Union as the sole bargaining agent for all part time Protection Services Officers of the Gallery, being persons who are employed for not more than 24 hours per week, save and except Assistant Managers, those persons above the rank of Assistant Manager and those persons covered by the collective agreement between the parties covering full-time Protection Services Officers
- 1.02 A part-time employee means an employee who regularly works a predetermined work schedule of twenty-four (24) hours or less per week,
- 1.03 Regular part-time Protection Services Officers will be considered for full-time Protection Services Officers positions provided they possess the required qualifications, skill, ability and physical capacity to perform the work on the basis of seniority.

## **ARTICLE 2 - SENIORITY**

- 2.01 A regularly scheduled part-time employee will be considered on probation until he/she has completed 300 hours of work as a regular part-time Protection Services Officer. Upon completion of such probationary period a regular part-time Protection Services Officer shall have their names placed on the regular part-time seniority list
- 2.02 Seniority on the regular part-time seniority list for Protection Services Officers shall be based on length of continuous service. Seniority will accrue during a leave of absence without pay.
- 2.03 Part-time employees on probation are not eligible to apply for full-time positions.

## **ARTICLE 3 - SCHEDULING**

- 3.01 In the event that additional hours of work become available outside the regularly scheduled part-time hours, these hours will be distributed equitably among regular part-time Protection Services Officers with a focus on an employee's ability, skill, experience, physical capacity to perform the work, availability and seniority.
- 3.02 If a regular part-time Protection Services Officer accepts additional hours of work based on his/her submitted availability and then withdraws twice in any given month, he/she will be moved to the bottom of the seniority list used for the purpose of distributing of extra hours. He/she will return to their regular spot on the list by accepting and working their next available assignment.

## **ARTICLE 4 - VACATION PAY**

- 4.01 Regular part-time employees shall receive vacation pay computed on the following basis according to an employee's length of service measured from their seniority date:

- i) 4% of total earnings for employees with less than two (2) years service;
- ii) 6% of total earnings for employees with two (2) years of service but less than ten (10) years service;
- iii) 8% of total earnings for employees with ten (10) years of service but less than twenty (20) years service;
- iv) 10% of total earnings for employees with twenty (20) years of service or more.

Total earnings do *not* include prior payments made under this Article or any in lieu of benefits made pursuant to Article 6.

#### **ARTICLE 5 - PUBLIC HOLIDAYS**

- 5.01** Part-time employees shall receive pay for public holidays, if entitled, in accordance with the provisions of the Employment Standards Act. If the employee does not work on the public holiday, payment will be based on the average hours per day worked in the four (4) weeks previous to the holiday.

#### **ARTICLE 6 - BENEFIT PAYMENTS**

- 6.01** Part-time employees who have completed their probation shall receive payment in lieu of benefits and sick leave payments of 7.5% of their regular earnings.
- 6.02** Regular part-time employees must complete 300 hours of work before becoming eligible to accumulate sick days. Once eligible, an employee will be granted eight (8) hours sick credits for each 300 hours of employment to protect them against loss of income when they are legitimately sick or disabled (non-occupational illness or disability). The accumulation of sick credits **and** the calculation of hours of work will be based on the calendar year.

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

#### **ARTICLE 7 - WORK ASSIGNMENTS**

- 7.01** It is understood that there are no guarantees as to the number of hours available for distribution in accordance with 1.02 or 3.0. Part-time Protection Services Officers will be eligible for premium payment as outlined in 23.02 a), b), c), d) and 24.01 of the full-time agreement. (Rates outlined on Schedule B).

## ARTICLE 8 - WAGES

8.01 The hourly wages paid to part-time employees will be those pursuant to Schedule B.

## ARTICLE 9 - PENSION

9.01 The Gallery agrees to continue to provide the Gallery Pension Plan to eligible employees during the currency of this agreement. It is understood that all employees must become a member of the pension plan as a condition of employment when the employee is eligible as per the conditions of the Pensions/Benefits Act.

## ARTICLE 10 - UNIFORMS

10.01 The Gallery will provide uniforms for part-time Protection Services Officers as follows:

- One (1) pair of pants or one (1) **skirt** (optional for female Officer), every twelve (12) months
- one (1) blazer every twenty-four (24) months
- three (3) shirts every eighteen (18) months
- three (3) ties every twenty-four (24) months
- one pair of walking shoes every 24 months

The Gallery shall pay employees an allowance of ninety dollars (\$90.00) every **twenty four (24)** months for the purchase of footwear. Said footwear must be acceptable to the Gallery for the purpose for which it is to be worn. Safety shoes will meet provincial safety regulations. Shoes worn with uniforms will be black walking shoes.

An employee will be allowed to wear appropriate alternate footwear if the employee submits a medical certificate verifying his/her requirements for such alternate footwear.

Parkas will be made available to Officers required to perform outside duties.

As Protection Services officers must present themselves in a neat, well groomed **manner**, the Gallery will provide dry-cleaning vouchers as follows:

- one (1) pair of pants or one **skirt**, once per month,
- four (4) shirts, per month,
- one (1) blazer, once per month,
- one (1) tie, as needed.

Upon termination of employment, a Protection Services Officer must return his/her uniform to the Gallery or the value of the uniform as determined by the Gallery, will be deducted from his/her final pay cheque.


**SCHEDULE A - WAGES**


Increase of 2% per each year of Agreement.


Protection Services Officer			
<u>STEPS</u>	<u>April 1, 1996</u>	<u>April 1, 1997</u>	<u>April 1, 1998</u>
Start	12.61	12.86	13.12
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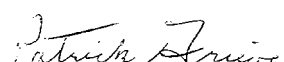
In witness whereof each of the parties hereto has caused this part-time agreement to be signed by its duly authorized representatives this 10 day of July, 1996.


**ART GALLERY OF ONTARIO****NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION  
OF CANADA (CAW-CANADA)**

  
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