

COLLECTIVE AGREEMENT

BETWEEN

MUSEUM LONDON

MUSEUM | LONDON

AND

**CUPE** / *Canadian Union  
of Public Employees*

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 217.2

January 1, 2018 – December 31, 2021

BH/dg:cope491

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THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017.

BETWEEN:

**MUSEUM LONDON**  
(hereinafter referred to as "the Employer")

OF THE FIRST PART

-and-

**MUSEUM LONDON EMPLOYEE'S UNION, LOCAL 217.2**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as "the Union")

OF THE SECOND PART

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**PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to maintain and develop the existing harmonious relations between the Employer and the members of the Union, to promote co-operation and understanding between the Employer and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and elimination of waste, and to promote morale and well-being of all employees included in the bargaining unit represented by the Union;

THEREFORE, to implement the foregoing, the parties hereby mutually covenant and agree to the following:

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## **ARTICLE 1 - RECOGNITION AND SCOPE**

- 1.01 The Employer or anyone authorized on its behalf recognizes the Union as the sole bargaining agent for all of its employees, save and except; supervisors (i.e., those who exercise managerial functions in accordance with the Ontario Labour Relations Act), those above the rank of supervisor, employees involved in confidential labour relations matters, students hired for the school vacation period; co-op students on placement; guest curators; grant contract employees unless those employees are performing work normally performed by members of the bargaining unit; and security personnel and hereby consent to negotiate with the Union or any authorized committee regarding any and all matters affecting the relationship of the parties to this Agreement, working towards a peaceful and amicable settlement of any differences which may arise between them.
- 1.02 (a) Persons who are not in the bargaining unit shall not perform any work which is normally performed by employees in the bargaining unit while bargaining unit employees who are capable with orientation but without the necessity of training of performing the available work are on layoff.
- (b) Persons who are not in the bargaining unit shall not perform any work which is normally done by employees in the bargaining unit where such assignment results in the layoff or reduction in hours of bargaining unit employees. Security personnel shall not perform work, which is normally done by employees in the bargaining unit.
- 1.03 The Employer agrees that it will not put for tender or contract or employ any person or persons, for any job now filled by an employee of the Employer so as to have the effect of depriving any employee covered by this Agreement of their employment including lay-off or reduction of hours.
- 1.04 Whenever the Employer creates a new position, whether in or out of the bargaining unit, prior to filling the new position, the employer agrees to inform the Union as to the creation and provide the summary of the work being performed by the position.

## **ARTICLE 2 - RIGHTS AND RESPONSIBILITIES**

- 2.01 The Union acknowledges that it is exclusively the function of the Employer to:
- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees subject to the provisions of this Agreement, provided that a claim of discriminatory promotion, demotion, transfer or layoff or that an employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;
- (c) maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and

- (d) to manage the affairs of the Employer, and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, all standards of performance for all employees, the methods, procedures, equipment to be used, and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.
- 2.02 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of the Agreement and will not act in an arbitrary or in an unreasonable manner with respect to the administration of the provisions of the collective agreement.
- 2.03 All employees agree to follow procedures as outlined by the responsible authorities and to give their best effort at all times to the performance of their work, and will not in any circumstances deliberately delay, shirk, or cause delay to any work through grievances, but will carry on with their work while any grievance is being investigated.
- 2.04 Unless in case of an unusual or abnormal circumstance, employees will report directly to and receive instruction from the employee(s) immediate supervisor.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 All employees who are now members of the Union shall remain members of the Union as a condition of employment. All new employees shall become members of the Union as a condition of employment in accordance with 1.01.
- 3.02 The Union shall be advised of probationary employee's first working day. A Union representative is permitted a fifteen (15) minute interview on the first working day during which the employee will be provided with a copy of the Collective Agreement by the Union.
- 3.03 The Employer will deduct from the pay of all employees identified in Article 4 including grant contract employees performing bargaining unit work an amount specified by the Union in writing.
- 3.04 The Employer will remit the money deducted in accordance with Article 3.03 monthly to the authorized officers of the Union, as specified in writing, addressed to the Secretary.
- 3.05 The Union agrees to keep the Employer advised of the names of its officers and committee members, both upon their election and following changes as such may occur.
- 3.06 The Employer agrees to advise the Union of the names of its negotiating committee members on their appointment not later than sixty days prior to the termination of this Agreement.
- 3.07 The Union agrees to indemnify and save harmless the Employer from any and all claims made against the Employer in respect of any deductions made pursuant to this Article.

- 3.08 Upon request of the Union, the Employer shall provide to the Union all contact information in their possession for employees in the bargaining unit.

#### **ARTICLE 4 - DEFINITIONS**

- 4.01 Employees are considered permanent after successful completion of their probationary period as identified in Article 4.04.
- 4.02 Full-time employees are those employees working more than twenty-four (24) or more regularly scheduled hours per week.
- 4.03 Permanent Part-time and Part-time employees are as defined below:
- (a) Permanent Part-time are those employees working regularly scheduled hours less than twenty-four (24) hours per week and will serve probation as below.
  - (b) Part-time are those employees who are not regularly scheduled and are working on an as required basis less than twenty-four (24) hours per week.
  - (c) The Part-time positions in a) and b) above shall not systemically be used to eliminate full-time positions.

#### **Probationary Employees**

- 4.04 Probationary employees are those employees who have been hired as permanent full-time or permanent part-time employees and who have not successfully completed their probationary period. In no case shall an employee be required to complete more than one probationary period.
- 4.05 The probationary period for permanent employees in academic positions is six (6) months.
- 4.06 The probationary period for all permanent non-academic employees is three (3) months.
- 4.07 The probationary period for part-time employees shall be three hundred and seventy-five (375) working hours or twelve (12) calendar months, whichever comes first.

#### **Short-term Temporary Employees**

- 4.08 Short-term temporary employees are persons hired for up to thirty (30) consecutive weeks, for special projects, during periods of heavy workload or to replace permanent employees absent due to illness, leave of absence or vacation.
- 4.09 Short-term temporary employees do not become probationary permanent employees unless they are a successful applicant to a posted permanent full-time or part-time position.

### **Long-term Temporary Employees**

- 4.10 Long-term temporary employees are persons hired for more than thirty (30) consecutive weeks, up to two (2) years (or longer by mutual agreement of the Employer and the Union), hired to perform special projects, or to replace permanent employees due to illness or leave of absence.
- 4.11 Long-term temporary employees do not become probationary permanent employees unless they are a successful applicant to a posted permanent full-time or part-time position.
- 4.12 Long-term temporary employees shall not be utilized so as to circumvent the posting provisions in Article 17.

### **Grant Contract Employees**

- 4.13 Grant contract employees are those employees temporarily employed, receiving remuneration, and utilized in any employment training, rehabilitation or community service program or special government program as mutually agreed upon between the Employer and the Union.
- 4.14 Grant contract employees do not become probationary permanent employees unless they are a successful applicant to a posted permanent full-time or part-time position.
- 4.15 Grant contract employees are members of the bargaining unit that have been hired for a grant funded project for a specific period of time. The Employer agrees to notify the Union quarterly about the employment status of any Grant Contract employee.

### **Co-op Students**

- 4.16 Notwithstanding Article 1.02 Co-op students shall be utilized in accordance with Article 23.

### **Guest Curators**

- 4.17 Three individual guest curators may be used up to twice per year during the term of the agreement.

## **ARTICLE 5 - DISCRIMINATION**

- 5.01 The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any bargaining unit employee in the matter of hiring, wage rates, training, up-grading, transfer, layoff, recall, discipline, classification, discharge or otherwise related to the administration of this Collective Agreement because of age, sexual orientation, sex, marital status, race, creed, color, nationality, ancestry, family relationship, handicap, place of origin (each as defined in the *Ontario Human Rights Code*) nor by reason of his or her membership or non-membership or activity or non-activity in the Union.

- 5.02 Employees of the Employer who are in positions of authority will not discriminate against any employee who has requested an investigation into a grievance, and all parties hereto will at all times extend their fullest co-operation to one another in order that the assigned work shall be carried on economically.
- 5.03 The Employer shall provide a workplace free from any form of harassment and maintain a workplace where mutual respect, dignity and professional conduct are adhered to at all times.
- 5.04 The Employer will maintain the policy and procedures on harassment, make them easily available to employees via electronic posting and will also educate employees, upon hiring and periodically in accordance with the Occupational Health and Safety Act, on the policy and procedures to be followed.

#### **ARTICLE 6 - REPRESENTATION**

- 6.01 The Employer agrees to recognize a committee of not more than five (5) persons appointed or selected by the Union from amongst employees in the bargaining unit who have completed their probationary period for the purpose of assisting in presenting grievances as outlined in Article 7; or making representations on matters arising under this Agreement. It is understood, however, that the Employer shall not be required to meet with more than three (3) members of the committee at any one time. Union members of this committee will be permitted one half (1/2) hour of paid preparation time prior to meeting with the Employer.
- 6.02 The Employer agrees to recognize a Labour-Management Committee which shall consist of not more than two (2) employees appointed or selected by the Union from amongst employees in the bargaining unit who have completed their probationary period and two (2) representatives of the Employer or their designates. The purpose of the labour-Management Committee shall be to meet quarterly or more often as may be mutually agreed to discuss matters of mutual interest. Whenever possible, agendas of matters for discussion shall be exchanged seven days (7) before each meeting of the Committee. Union members of this committee will be permitted one (1) hour of paid preparation time prior to meeting with the Employer.
- 6.03 The Employer further recognizes the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees appointed or selected by the Union from amongst employees in the bargaining unit who have completed their probationary period. This Committee will be for the purpose of conducting negotiations as contemplated in Article 26.
- 6.04 It is agreed that the parties of this Agreement may have the assistance at any time, of any representative, solicitor or other authorized agent as they may require, at Step No. 2 of the Grievance Procedure or at any subsequent stage.



- 6.05 The Union shall keep the Employer notified, in writing, of the names of the persons selected or appointed in accordance with Articles 6.01, 6.02 and 6.03.
- 6.06 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement unless it is mutually agreed upon by the parties to this Agreement.
- 6.07 Time spent in union activities, save and except time spent in meetings with management and paid preparation time as set out in the Article will be time without pay by the Employer. Employees must book union time through their respective managers.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 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 she/he has first given the immediate supervisor an opportunity of adjusting the complaint. If employees have a complaint, they shall discuss it with their immediate supervisor outside the bargaining unit within six (6) working days after the circumstances giving rise to the complaint have occurred. The immediate supervisor has two (2) working days to inform the employee of their decision. Failing settlement, it may then be taken up as a grievance within two (2) working days following the supervisor's decision.

### **Step No. 1**

The employee shall be offered the right to the presence and assistance of a union steward, and the immediate management supervisor (or designate) shall discuss the written grievance and try to reach a settlement. Immediate management supervisors (or designates) shall deliver her/his decision in writing within six (6) working days following the presentation of the grievance to them. Failing settlement:

### **Step No. 2**

Within five (5) working days after the decision in Step No 1 is given, the griever, who may request the assistance of the Grievance Committee, may submit the grievance in writing to the Executive Director or her/his designate.

A meeting will then be held between the Executive Director or their designate following consultation with the Employer and the Grievance Committee, and an accredited representative of the Union shall be present at the request of either the Employer or the Union. The decision of the Executive Director or her/his designate shall be delivered in writing within seven (7) working days. It is understood that the Executive Director or her/his designate may have such counsel and assistance as she/he may desire at any such meeting.

### **Step No. 3 – Review by Advisors**

Within five (5) working days of the receipt of the decision of the Executive Director by the Union either Party shall have the option to require that the matter(s) be referred to Advisors for review. Each Party shall designate an advisor within five (5) working days. The advisors shall meet with the Parties within ten (10) working days of their appointment

to analyze the grievance and offer advice to the Parties in resolving the matter(s) at issue. The Advisors may issue a consensus report in which case both Parties are obliged to review the report with their principals.

- 7.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15) working days after the decision under Step No. 2 or Step No. 3, whichever is applicable is given, the grievance shall be deemed to have been settled.
- 7.03 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 7.04 It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step No. 2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular Grievance Procedure shall not be thereby by-passed.
- 7.05 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was initiated under the Grievance Procedure except as to any clerical or other error of a similar nature, involving an employee's salary.
- 7.06 Working Day as used in this Article shall not include Saturdays, Sundays or Paid Holidays.

#### **ARTICLE 8 - ARBITRATION**

- 8.01 When either party requests that any matter be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement. The selection of the Arbitrator shall be by an appointment process in accordance with the Ontario Labour Relations Act.
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.04 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.05 The decision of the Arbitrator, will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.06 Each of the parties will share equally the expenses expense of the Arbitrator.
- 8.07 The time limits fixed in both the Grievance and Arbitration Procedures are mandatory but may be extended by consent of the parties to this Agreement in writing.

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## **ARTICLE 9 - DISCHARGE AND DISCIPLINE PROCEDURE**

- 9.01 The Employer may terminate the employment of employees other than permanent and part-time employees at any time for any bona fide reason, provided such termination does not violate Article 5.01 and prior to the termination of an employee above, a meeting will be convened with the Union to explain the bona fide reason for the termination.
- 9.02 A claim by an employee that she/he has been unjustly disciplined may be lodged as a grievance under Article 7. A claim by an employee who has completed her/his probationary period that she/he has been unjustly discharged or suspended for a period in excess of one(1) week shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step 2 of Article 7 within three (3) working days after the discharge is affected. Such special grievance may be settled under the Grievance Procedure or Arbitration Procedure by:
- (a) confirming the Employer's action in dismissing or suspending the employee; or
  - (b) reinstating the employee without loss of seniority and with full compensation for the time lost; or
  - (c) any other arrangement which may be deemed just and equitable;
  - (d) it is further understood that where a suspension of an employee occurs for a period of less than one (1) week that the parties agree that the employee has the continuing right of the Grievance Procedure but must follow the normal Grievance Procedure and not the procedure of Article 9.02.
- 9.03 Where employees are required to attend a meeting, the purpose of which is to conduct an investigation or render a decision concerning them, the employees are entitled to have, at their request, a representative of the Union attend the meeting. Such meetings shall occur as expeditiously as practicable.
- 9.04 With advance notice of at least twenty-four (24) hours, employees shall have the right to review their personnel file and may make photocopies of information in the personnel file. Should employees disagree with any of the information in their personnel file they may note such disagreement in writing and it shall be placed in the file together with the disputed information.
- 9.05 Both parties recognize the value of progressive discipline with the aim to be corrective in application. Except for serious offences, single instances of which can result in suspension or termination, discipline will be applied in a progressive manner:
- (a) Written warning
  - (b) Progressively longer suspensions
  - (c) Discharge

All of which shall be documented.

Employee counselling which is not confirmed with a written warning will not be considered to be disciplinary in nature, however, employees may at their discretion have union representation for such counselling meetings.

All letters of reprimand shall be removed from an employee's personnel file and not relied upon in future proceedings, at the expiration of eighteen (18) months after the discipline was meted, provided that no further discipline has been meted in the intervening period of time for a related offence.

#### **ARTICLE 10 - WORKING HOURS/OVERTIME/SHIFT PREMIUM**

10.01 A normal work week is thirty-five (35) hours based on a five (5) day basis.

(a) **Flex Time**

An Employee requesting to work a flex schedule between the hours of 8am and 6pm must apply in writing to the Employer with the suggested schedule to be worked. The Union and the Employer will discuss to ensure these requests do not violate the collective agreement. If operationally feasible and there is no added cost to the operation, the Employer shall grant the opportunity for the Employees to work the flex schedule and the Employer shall not unreasonably deny such requests.

10.02 All employees shall be entitled to a fifteen (15) minute break period in each half (1/2) of a shift.

10.03 Authorized overtime work in excess of the normal work week shall be at the employee's option, except in cases of extenuating circumstances.

10.04 All authorized time worked in excess of seven (7) hours a day or thirty-five (35) hours per week, Sunday to Saturday, shall be considered as overtime for all employees. Employees may choose to receive either compensation or time off equivalent to time and one-half (1 1/2) the hours worked if the hours of overtime were worked Monday to Saturday and double-time if the hours of overtime are worked on Sunday. All time off should be taken within ninety (90) days of the occurrence of overtime and must be on a date (or dates) mutually agreed upon by employees and their supervisor.

(a) All time worked by part-time employees up to thirty-five (35) hours in a week shall be considered regular time and overtime will be considered only as hours worked over seven (7) hours in a day or thirty-five (35) hours in a week.

(b) Employees called in to work outside of their regularly scheduled hours by the Employer are entitled to a minimum of two (2) hours at the overtime rate. A Call-in applies when less than twenty-four (24) hours notice has been provided.

10.05 (a) Where overtime hours as defined in Article 10.04 are worked on Sunday, (Sunday is defined as 12:01 a.m. to 11:59 p.m.) overtime will be paid at double the regular rate of pay, otherwise all employees working Sunday will receive a premium of

eighty cents (\$0.80) per hour effective date of ratification and one dollar (\$1.00) per hour effective January 1, 2012, or part of any hour, worked on Sunday.

- (b) No employees shall receive both overtime payment and shift premium for the same hours worked. If an employee receiving shift premium for Sunday hours works in excess of seven (7) hours on Sunday, the premium would be received for the first seven (7) hours and the overtime rate would be received for the remainder.

10.06 The Employer shall distribute overtime to permanent employees on the following basis:

- (a) Overtime shall be distributed by seniority (academic, technical, clerical and maintenance) within the group in which the overtime opportunity has occurred.
- (b) Each overtime opportunity shall be offered to the most senior employee in the group which relates to the overtime work required on a rotating basis, subject to the employees having the necessary skill and ability to perform the work required. A subsequent overtime opportunity shall be offered to the next most senior employee in the group who was not offered the previous opportunity.

10.07 (a) Working schedules for part-time staff shall be prepared not less than one (1) week in advance of the date upon which the scheduled work is required, except where due to extenuating or emergency situations notice is not possible. In these circumstances as much notice will be given as is possible.

- (b) Schedules for part time employees shall be for a minimum of three (3) hours per shift.

10.08 Employees required as part of their job description to carry an alarm beeper or be on call outside their regular work shift shall receive additional compensation during this time period. Reimbursement will be twelve dollars (\$12.00) per day for each day.

10.09 Employees shall have the option of a fifteen (15) minute unpaid break at the end of their regular shift before commencing overtime work.

10.10 Employees working in excess of two (2) hours of overtime contiguous to their regular shift will be required to take a paid one-half (1/2) hour meal break. The two (2) hour period will be exclusive of the one-half (1/2) hour meal break at the end of the regular shift prior to commencing overtime. The one-half (1/2) hour break replaces the fifteen (15) minute unpaid break provided for in Article 10.09.

10.11 Employees who are directed by the Executive Director or designate to attend meetings of Committees of the Board outside of regular working hours shall be compensated at time and a half.

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## **ARTICLE 11 - PAID HOLIDAYS**

11.01 The Employer agrees to recognize the following:

- (a) Full-time permanent employees and long-term temporaries who are not required to work on the following holidays shall be paid at the regular rate of pay for each of the following holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Lieu Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (b) Family Day will be observed on the 3<sup>rd</sup> Monday in February.
- (c) Two (2) additional floating holidays to be taken during the months of December and the following January at a time mutually agreed upon by employees and their Supervisor.
- (d) The afternoon preceding Christmas Day or the afternoon preceding New Year's Day, or as mutually agreed upon by the Union and the Employer. A schedule will be approved by the Director in advance of the holiday date.
- (e) One (1) lieu day (for Remembrance Day) to be taken prior to December 31 of that calendar year by each employee on the active payroll on November 11, at a date mutually agreed upon by employees and their Supervisor.

Whenever any of the above holidays falls on a Sunday, the day next following shall be in lieu thereof, a holiday, and the provisions of this section shall apply thereto.

- 11.02 Part-time permanent employees and part-time long-term temporary employees shall receive the paid holidays specified in Article 11.01 and be paid for such holidays on a pro-rata basis using the Employment Standards Act method of pro-ration. An employee not scheduled to work on the day on which a holiday is observed shall receive the holiday pay or lieu time.
- 11.03 Employees, other than permanent and long-term temporaries, will receive holidays in accordance with the Employment Standards Act.
- 11.04 Permanent and long-term temporary employees whose regular day off falls on a holiday or on a day in lieu thereof shall be granted a regular working day off within sixty (60) calendar days after the holiday or such longer agreeable period of time at a time mutually agreed between the Supervisor and the employee concerned. If a paid holiday falls or is observed during an employee's vacation period, she/he shall be granted an additional day off for each holiday.

- 11.05 (a) Holiday pay will be computed on the basis of the number of hours employees would otherwise have worked had there been no holiday at their regular straight time rate of pay.
- (b) All employees required to work on a holiday shall be paid at one and one-half (1 ½) times her/his regular straight time rate of pay for all hours worked on the holiday in addition to any holiday pay to which she/he may be entitled.
- (c) In order to qualify for any of the holidays mentioned in Article 11.01 without loss of pay, employees must work her/his regular scheduled working day immediately preceding the day observed as a holiday except in cases of paid absences or approved leaves of absence.
- (d) All employees scheduled to work on a day upon which a holiday is to be calculated and who agrees to work on the holiday as aforesaid, but who does not report for work shall forfeit the pay which would normally be received for the holiday as provided herein, unless absent for a valid reason in the opinion of the Director.

#### **ARTICLE 12 - VACATIONS**

- 12.01 (a) All permanent and long-term temporary employees who have less than two (2) years of service will receive ten (10) working days of vacation with pay at the rate of .84 days per month to be allotted at the start of each month.
- (b) All employees who have more than two (2) but less than five (5) years of service will receive fifteen (15) working days of vacation with pay at the rate of 1.25 days per month to be allotted at the start of each month.
- (c) All employees who have more than five (5) years of service, but less than ten (10) years of service will receive twenty (20) working days of vacation with pay at the rate of 1.667 days per month to be allotted at the start of each month.
- (d) All employees who have more than ten (10) years of service, but less than fifteen (15) years of service will receive twenty-five (25) working days of vacation with pay at the rate of 2.083 days per month to be allotted at the start of each month.
- (e) All employees who have more than fifteen (15) years of service shall be entitled to thirty (30) working days of vacation with pay at the rate of 2.5 days per month to be allotted at the start of each month.
- (f) No employee shall be entitled to schedule more than three (3) consecutive weeks of vacation at one time without the permission of the Executive Director or designate.
- 12.02 The monthly allotment for employees who have two, five, ten or fifteen years of service will be increased at the start of the full month following their service anniversary date.

- 12.03 Notwithstanding Appendix C, if a full-time employee is reduced to part-time as the result of a layoff the employee will be entitled to vacation pro-rated based on the employee's service.
- 12.04 An employee's vacation entitlement shall be taken subject to seniority within the employee's group, and at a time mutually agreed upon by the Employer and the employee.
- 12.05 Per Diem vacation pay for part-time employees shall be in accordance with the Employment Standards Act on a pro-rata basis to a maximum of 6%.
- 12.06 In the event that a long-term temporary employee is subsequently appointed to a permanent position, the employee will earn vacation based on the original hire date.
- 12.07 An employee shall be limited to a two-week carry-over of vacation each December 31 to a maximum of five (5) weeks. Exceptions in extenuating circumstances will be at the sole discretion of the Executive Director or designate. Vacation carry-over accumulated and outstanding to December 31, 2013 is not affected.

#### **ARTICLE 13 - SICKNESS/ACCIDENT/INJURY LEAVE**

- 13.01 The parties agree to provide for a joint process to assist employees who are absent from work due to restrictions to return to the workplace, and to conduct themselves in this respect in accordance with the Ontario Human Rights Code and other governing legislation.
- 13.02 Employees who are absent from work for medically related reasons shall be required on a timely basis to provide medical documentation concerning their status (including the nature of restrictions, and prognosis i.e., whether these restrictions are permanent or temporary). The Employer shall pay for any such certification required.
- 13.03 The parties will meet with employees who have temporary restrictions to make every reasonable attempt up to the point of undue hardship to return such employees to work. The mandatory return to work process will be based on the principle of making such temporary accommodations as may be necessary in order to assist in a rehabilitative program to return the employee to her/his pre-disability job functions.
- 13.04 The parties will meet with employees who have permanent restrictions to review further placement options. Where the pre-disability work can reasonably be accommodated to permit employees to return to their pre-disability job function, then such accommodations shall be carried out. For employees who have completed their probationary period and where such accommodations cannot be made, or if the nature of the permanent disability precludes a return to the pre-disability job functions, the parties will meet to consider alternative job placements. Where no such alternative job placements can reasonably be made, the employee shall be so informed.
- 13.05 Other sick-leave provisions for permanent employees are set-out in Appendix B.



## **ARTICLE 14 - LEAVE OF ABSENCE**

14.01 In addition to illness, employees shall not be absent from their duties without deduction from salary except:

(a) **Bereavement Leave**

- (i) An employee will be granted up to five (5) days at the employee's discretion for bereavement leave, with pay, in the case of the death of a spouse, common-law-spouse, child or step-child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, or grandchild and three (3) days in the case of the death of an employee's uncle, aunt, cousin, nephew, niece, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandparents-in-law. An additional three (3) days with pay will be granted for attendance at a funeral of a spouse, common-law-spouse, child or step-child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents or grandchild which requires round trip travel in excess of 1500 kms and upon provision of proof satisfactory to the Executive Director or designate.
- (ii) Additional time off without pay if it is needed and appropriate.
- (iii) The Union may send a representative to attend the funeral or memorial as noted in (a)(i) above on a paid leave basis for a maximum of one (1) day per occurrence.

(b) **Conference or Convention Leave**

Reasonable time off including travelling and conference time shall be allowed to employees for attendance at professional conferences which have been pre-approved by the Executive Director or designate and reimbursement of reasonable expenses shall be made upon submission of receipts.

Employees attending out-of town training, conference or conventions as required by the Employer, will be considered to be at work while traveling to and from such events; however, in no circumstance shall travel time result in the payment of overtime premium. If such reasonable travel time results in hours worked in excess of the normal work week, compensatory time off in-lieu on an hour-for-hour basis will be afforded at a mutually agreed upon time.

(c) **Union Business**

- (i) A representative of the Union elected or appointed to represent the Union at a conference, convention or other Union business may, with the

approval of the Executive Director, be granted sufficient absence with pay to attend such conference, convention or other Union business.

- (ii) Appointees of the Union, may be granted time off by their immediate supervisor to attend to urgent Union business, such time off to be recorded by the hour and reported to the Executive Director quarterly.

(d) **Personal Leave**

A written request for leave of absence by employees be granted with or without pay and with no loss of seniority at the discretion of the Employer. Such leave shall not be unreasonably withheld. The Employer shall give a written response within five (5) working days of the request if it is possible to do so, or as soon as possible thereafter. Such leave may be granted retroactively where necessary.

(e) **Jury or Witness Duty**

When permanent or long-term temporary employees, including probationary employees are subpoenaed for jury duty or as a court witness, they shall not suffer any loss of salary or wages while so serving.

(f) **Pregnancy Leave**

- (i) The Employer shall grant to a pregnant employee an unpaid pregnancy leave of at least seventeen (17) weeks, or such shorter leave as the employee requests. To be eligible for pregnancy leave, the employee must have been hired at least thirteen (13) weeks prior to the expected delivery date.
- (ii) The employee shall submit a written request for pregnancy leave at least two (2) weeks before the start of the leave and such request shall contain;
  - (a) The start date of the pregnancy leave
  - (b) The end date of the pregnancy leave, and
  - (c) Whether or not parental leave will be taken
- (iii) Any changes after pregnancy leave has started must be given in writing at least two (2) weeks before the date such changes occur.
- (iv) Pregnancy leave may start any time during the seventeen (17) weeks before the expected delivery date.
- (v) If the employee is not eligible for parental leave after the birth, then a minimum of six (6) weeks unpaid leave shall be granted after the birth, even if that means that the employee is absent from work for more than seventeen (17) weeks.

- (vi) If the employee must take leave earlier than planned, a letter from a medical doctor must be submitted to the Employer not later than two (2) weeks after the leave starts.
- (vii) On return from pregnancy leave, the employee shall be returned to a job in her last job classification in a manner consistent with the seniority provisions of this Collective Agreement, and noting that seniority shall continue to accumulate during pregnancy leave.
- (viii) All benefits provided in Article 15 of this Collective Agreement shall be continued in force while the employee is absent on pregnancy leave. The premium costs shall be shared by the Employer and the employee in accordance with Article 15.

(g) **Parental Leave**

- (i) The Employer shall grant to an employee an unpaid parental leave based upon the provisions of the Ontario Employment Standards Act, or such shorter leave as the employee requests, if the employee;
  - (a) is the birth parent of a child
  - (b) adopts a child
  - (c) becomes a step-parent
  - (d) is in a long-lasting relationship with the parent of a child and she/he intends to treat the child as their own
  - (e) has been hired at least thirteen (13) weeks or more before the date of the leave is to start.
- (ii) The employee shall submit a written request for parental leave and such request shall contain the start date and the end date of the leave.
- (iii) Any changes after parental leave has started must be given in writing at least two (2) weeks before the change occurs. Any change to a later start date must be given in writing at least two (2) weeks before the original start date given.
- (iv) If the employee must take leave suddenly, and earlier than expected, due to a child or baby arriving earlier the employee shall have two (2) weeks after stopping work to give written notice to the Employer.
- (v) On return from parental leave, the employee shall be returned to a job in her/his last job classification consistent with the seniority provisions of the Collective Agreement, and seniority shall continue to accumulate during parental leave.
- (vi) All benefits provided for in Article 15 of this agreement shall be continued in force while the employee is absent on parental leave. The premium

costs shall be shared by the employee and Employer in accordance with the provisions of Article 15.

(h) **Family Leave**

An employee shall be granted a leave of absence from work during a calendar year to a maximum of ten (10) working days per employee (not per family member) in the event the employee is required to be absent because of the illness of the employee's current spouse, or the employee's child who is resident with the employee or the parent of the employee. Payment shall be deducted on a day-for-day basis from any sick leave credits to the employee's credit; payment will be made to a maximum of the employee's accumulated sick leave credit. The Employer may, at its option, require that satisfactory evidence of the illness of the family member be provided before the leave is granted or, in extenuating circumstances, upon the employee's return to work.

**ARTICLE 15 - HOSPITAL, MEDICAL, PENSIONS AND GROUP INSURANCE**

- 15.01 The Employer shall pay one hundred percent (100%) of the premiums for the Ontario Health Insurance Plan (standard ward) (Employer Health Tax) for employees.
- 15.02 The Employer and the Union agree to the Ontario Municipal Employees Retirement System and the Canada Pension Plan as established.
- 15.03 All employees will be covered by the Occupational Health and Safety Act and the Workplace Safety and Insurance Act.
- 15.04 The Employer shall pay the following premiums on behalf of each full-time permanent and long-term temporary employee and on a pro-rata basis, and upon request, each permanent part-time employee, including those current employees on medical leaves such as LTD:
- (a) Extended Health Care Plan, including deluxe out-of-province coverage – 100%
  - (b) Dental Plan at current O.D.A. rates, 6 month dental recall – 100%
  - (c) Vision Care Plan, \$350 per family member per 24 month period – 100% Employer. Cost of one required eye examination per family member per 24-month period – 100% Employer
  - (d) Group Life Insurance – 100% - (\$50,000.00)
  - (e) Inclusion of Museum London employees in the Employees Assistance Program.
  - (f) LTD Plan – The employee shall pay 100% of the L.T.D. Plan – 100%

All benefits noted above are more particularly described in the Summary of Benefits Appendix E.

- 15.05 if a full-time employee is reduced to part-time as the result of a layoff, the employee will select one of the following:
- (a) 6% pay-in-lieu of benefits, or
  - (b) Benefit coverage in accordance with Article 15.04 as though the employee worked full-time hours.
- 15.06 The Employer shall provide the Union with up-to-date copies of the various employee benefit plans described in this Article.
- 15.07 The Employer shall not change carriers or coverage unless equal or better coverage is provided.
- 15.08 If benefits are requested in writing by permanent part-time employees, the Employer shall pay on behalf of the employee(s), with the exception of L.T.D. premiums, a pro-rata portion of the premiums contribution for permanent full-time employees, subject to the guidelines of the carrier.
- 15.09 The Employer shall prepare, upon request by the employee to their immediate supervisor, a package of information including pension entitlement information to be provided to employees who are considering retirement from employment.

## **ARTICLE 16 - VACANCIES AND PROMOTIONS**

### **Vacant Positions**

#### **Positions Outside of the Bargaining Unit**

- 16.01 When a new position is created or a vacancy occurs, the Employer shall immediately give the Union a copy of the job posting.

#### **Position Within the Bargaining Unit**

- 16.02 (a) When a new position is created or a vacancy occurs, which shall include, but not be restricted to the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall immediately give the Union a copy of the job posting and post notice of the position for a one (1) week period with the exception of retirements which are to be posted sixty (60) days before normal retirement date.
- (b) Such notice shall contain the following information:
- "Nature of position, qualifications as specified in the Job Description, required knowledge and education, skills, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary for the position and will not be changed until proposed changes are reviewed with the Union."

- (c) In the event an employee is absent at a time of posting, the Union steward may submit an application on behalf of the absent employee. Any such absent employee must be available for an interview within seven (7) working days of the close of the posting or the application may not be considered.
  - (d) Temporary and part-time employees who apply for permanent postings will be considered only after the applications of permanent employees are considered and only if there are no qualified permanent employees to fill the position.
  - (e) In the event that there are no qualified internal applicants, an applicant outside the bargaining unit may be hired.
  - (f) The posted position shall be filled as soon as possible after termination of the posting.
- 16.03 Should the successful applicant for a vacancy be unsatisfactory, she/he shall be returned to her/his former position and the vacancy shall be filled in accordance with the Collective Agreement Article 16.02
- 16.04 Any employee who is declared a successful applicant for any posted vacancy resulting in a lateral or downward transfer shall not be eligible for another posted vacancy for a period of six (6) months after being transferred to her/his new position, unless otherwise agreed to by the Executive Director.

#### **Redundant Positions**

- 16.05 No position shall be deemed redundant until the Union has been notified sixty (60) days in advance of a position being made redundant and has had a reasonable opportunity to make submissions on alternatives to eliminating the position.

#### **Promotions**

- 16.06 In the promotion of personnel, qualifications being equal, seniority shall be the governing factor.
- 16.07 Permanent employees promoted to a higher category shall be given up to three (3) months to prove their ability and if they fail to do so, shall be returned to a position in their former category without loss of seniority, within the category. The vacancy will then be refilled in accordance with Article 16.02.
- 16.08 In the event that a permanent employee promoted to a higher category feels that she/he is unable to perform or is unsuited for the job in the higher category, the employee may request to be returned to her/his previous position in their former category without loss of seniority provided that the request is made within three (3) months of the time of commencement in the higher category and the position may be filled without further posting. The applicants for the initial vacancy will be considered by the Executive Director, prior to making such appointment.

- 16.09 On the promotion of an employee to a new or senior position, the employee is to be notified in writing, the notification to include the employee's new salary. After the completion of the trial period, the confirmation or denial of the promotion is to be made to the employee in writing.
- 16.10 An employee promoted to a position in a higher paid classification shall be paid the annual salary in the new classification at the same year level the employee was paid in her/his previous classification, except for the trial period during which the employee shall be paid at the year level which is one (1) year below the aforementioned.
- 16.11 Employees who are required to perform the duties of a higher rated position during the absence of an incumbent shall be paid at the minimum rate of the position being filled or at one increment in their category higher than their present rate whichever is greater for that period of time so employed, save and except the first five (5) consecutive working days of such employment necessitated by sick leave, annual vacation, temporary assignment, or other leave of absence.

#### **ARTICLE 17 - SENIORITY**

- 17.01 (a) Length of seniority is defined as the continuous service with the Employer. Employees moving from one group to another shall transfer all seniority to that group for all purposes. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement and applies only to permanent employees.
- (b) All part-time employees shall accumulate seniority based on hours worked with fifteen hundred (1500) hours being considered equivalent to one (1) year.
- (c) Employees shall accumulate seniority under the following conditions:
- (i) while at work following the completion of the probationary period;
  - (ii) while on a layoff to a maximum of twelve (12) months;
  - (iii) while on any leave of absence with pay including Long Term Disability for up to twenty-four (24) consecutive months;
  - (iv) while on any leave of absence without pay up to six (6) months;
  - (v) when absent from work when they are prevented from performing their work by reason of an injury arising out of and in the course of their employment for the Employer and for which they are receiving compensation under the provision of the *Workplace Safety and Insurance Act*.
- (d) Probationary employees as defined in Article 4.05, 4.06 and 4.07 herein this Agreement shall not have their name placed upon the seniority lists herein provided for until such time as the probationary period referred to has been completed. Upon completion of such period, the employee's name shall be placed

on the appropriate seniority lists and she/he shall be credited with the seniority actually accumulated since the date of appointment to the position.

- (e) The Employer shall post a seniority list in January and July of each year, subdivided into the following groups:
  - (i) Academic/Professional – positions for which a museology or specialist degree from a recognized university or specialized knowledge or training acquired through extended work experience in the relevant field is required.
  - (ii) Clerical employees – as identified in Appendix A
  - (iii) Technical employees – positions for which a certificate in technology from an accredited institution is required i.e. preparators, and photographers.
  - (iv) Maintenance employees – as identified in Appendix A
  - (v) Food Services – employees working in the Restaurant.
- (f) Each seniority list once posted shall become final except as to any employee who disputes under the Grievance Procedure the accuracy of the seniority date within fifteen (15) working days after the list is posted.
- (g) An employee shall lose all seniority and be deemed to have severed the employment relationship for the following reasons:
  - (i) if the employee quits;
  - (ii) if the employee is discharged for cause and not reinstated through the Grievance Procedure;
  - (iii) if an employee is absent from work for a period of three (3) days without notice, unless a reason satisfactory to the Employer is given;
  - (iv) if an employee utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
  - (v) if an employee is laid off and is notified by the Employer to return to work, and if such employee fails to notify the Employer within three (3) working days of the receipt of such notice of her/his intent to return to work and is absent seven (7) calendar days after a notification to do so by registered mail, telegram or other personal contact. Where an employee fails to notify the Employer of any change of address, the Employer shall not be responsible for the failure of the notice as provided for in the preceding to reach the employee;
  - (iv) if the employee is laid off and not recalled by the Employer within twelve (12) months from date of layoff.

17.02 In the event that a long-term temporary employee is subsequently appointed to a permanent position, that employee's seniority will be backdated to the last hire date.

17.03 In the event a grant contract employee is subsequently appointed to a permanent position, that employee's seniority will be backdated to the last hire date.



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**ARTICLE 18 - LAY-OFF AND RECALL PROCEDURE**

- 18.01 (a) If a layoff is being contemplated, discussions with the Union will be arranged immediately. An explanation of the reasons for the layoff will be reviewed with the Union. The subject of the continuing performance of work by grant contract employees may form a part of these discussions.
- (b) Notwithstanding the foregoing, it is agreed that grant contract employees will not be allowed to perform bargaining unit work in the event of layoff of seniority employees.
- 18.02 (a) In case of layoff and recall from layoff, group seniority shall govern subject, however, to the retained employees being qualified to perform the available work. It is further understood, however, that this section shall not apply with respect to layoffs, the duration of which is expected to be less than five (5) days. No more than five (5) such days may be used per employee per year.
- (b) A layoff shall be defined as a reduction in the workforce or reduction in the hours of work.
- 18.03 Grievances concerning layoffs in excess of five (5) days shall be initiated at Step No. 2 of the Grievance Procedure.
- 18.04 A new employee will not be hired to fill a vacant position if there is a laid off employee who has retained her/his seniority and is available and meets the minimum qualifications for that position. Grant contract employees will not be allowed to perform bargaining unit work in the event of layoff or seniority employees.
- 18.05 In order that the operations of the Union will not become disorganized, the Unit Chairperson shall be the last person laid off during their term of office, so long as full-time work which she/he is qualified to perform is available.
- 18.06 The Employer will give employees at least twenty (20) working days of notice in writing of any layoff or pay in full for any lost earnings as a result of such notice not being given, to a maximum of twenty (20) days regular straight time pay.
- 18.07 Subject to the terms of the Collective Agreement, employees who have been laid off will be recalled to do work which they are capable of performing and in cases when the duration of the period of employment is known to be less than twenty (20) consecutive working days, the employee will be so advised and the twenty (20) working days notice period will be waived.
- 18.08 Consideration shall be given to an employee's request for her/his own working schedule if such employee is to be laid off on a part-time basis.

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## **ARTICLE 19 - NEW OR RECLASSIFIED POSITIONS**

- 19.01 Job descriptions for new positions or for positions requiring revisions, shall be prepared by the Employer in consultation with the Union and/or the employees(s) involved, where applicable and shall be evaluated by the joint job evaluation committee or as otherwise mutually agreed. Wage rates for new or revised positions shall be in accordance with the formula developed for pay Equity. Where agreement is not reached, the issue shall be processed as per the Pay Equity and Job Evaluation Maintenance Program, which is attached as Appendix E, to this Collective Agreement.
- 19.02 A manual of job descriptions shall be provided to the Union by January 1<sup>st</sup> of each year, and a supplement showing each new job description shall be provided as new jobs are created.
- 19.03 A job rating committee composed of:
- Two (2) members of management and two (2) members of the Union – shall be set up and shall meet twice a year and as often as required at the call of the Executive Director, or the Union. An agenda for each meeting shall be submitted to the other party by the party calling the meeting. This committee shall review any job evaluation that has been brought to its attention, shall re-rate such a position if necessary, and shall rate any new position that may have been created. The committee shall recommend its findings at the next regular meeting of the Employer.
- 19.04 Any rates established by the Employer under this provision may be subject to challenge under the Grievance Procedure (within fifteen(15) working days from date of notification to the Union). If a grievance proceeds to arbitration under this section, the Arbitration Board shall be restricted solely to determining the appropriate wage rate applicable in relation to other related wage rates within the bargaining unit.

## **ARTICLE 20 - REMUNERATION**

### **Salary**

- 20.01 Salaries, except for grant contract employees whose salaries are set by the funding body, during the term of the Agreement, shall be as set out in Appendix A, attached hereto and forming part of this Agreement and as amended through the Job Evaluation process. Grid progression for all full time employees shall be a year of service and for all other employees it shall be based on hours of service.
- 20.02 All temporary employees shall be paid at the hourly rate equivalent to the minimum salary rate for the position filled and shall progress on the salary grid based on their years of service from their original date of hire, their years of service shall be calculated at fifteen hundred (1500) hours worked being considered equivalent to one (1) years service.
- 20.03 For the purpose of movement on the salary grid all Part-time employees shall be credited one (1) years service from their original date of hire based on every 1500 hours worked.

20.04 Employees covered by this Agreement shall be paid on a bi-weekly basis.

#### **Clothing Allowance**

20.05 The Employer shall provide uniforms on an annual basis for all permanent members of the Maintenance staff and Visitor Services Coordinator. The uniforms so provided shall be used solely while at work for the Employer.

20.06 The Employer is to provide smocks for permanent preparators.

20.07 The Employer shall provide to each employee requiring safety footwear an amount of up to \$100.00 per year upon presentation of receipts.

#### **Other Work Related Expenses**

20.08 Employees shall be compensated for expenses authorized by the Executive Director incurred on Employer business.

20.09 Employees using their own automobiles on Employer business shall receive the current rate approved by the Board on a per kilometre basis if authorization of the Executive Director has been obtained.

20.10 If an employee takes public transportation on Employer business, the Employee will be reimbursed for the costs associated with the public transportation. In case of driving, only the driver will receive the vehicle allowance.

#### **Education and Training**

##### **Education Allowance**

20.11 The Employer agrees to pay eighty percent (80%) of the cost of a course of instruction relating to a permanent employee's work whereby the employee is able to better qualify themselves to perform the job. Payment under this Article is limited to tuition fees and examination fees to a maximum of five hundred dollars (\$500.00) in any one (1) year per employee. In order to qualify for payment under this Article, approval from the Executive Director must be obtained prior to commencement of the course, such payment to be made only upon successful completion of the course and upon providing the satisfactory receipts and proof of passing.

#### **ARTICLE 21 - STAFF/PROFESSIONAL DEVELOPMENT**

##### **21.01 Training Course**

The Employer shall post any training courses, seminars, conferences and experimental programs which may be of interest to employees. This bulletin shall be posted for a period of two (2) weeks, where possible, on bulletin boards in all departments to afford all

interested employees an opportunity to apply for such training. An employee may bring forth to the Employer, a course, seminar or conference he/she wish to attend. Approval for such training shall not be unreasonably withheld. Remuneration for employee staff development will be as provided for in Article 20.11.

#### **21.02 Staff Training**

The Employer shall provide time off with pay, if necessary, for a permanent employee to write exams in any course that will result in improving the employee's ability to perform her/his job with the Employer, provided the courses have been approved previously by the Employer.

Where upgrading is necessary, the Employer shall provide for training and if necessary will provide time off with pay and without loss of seniority. Where payment is involved the employee will be reimbursed upon presentation of receipts and evidence of successful completion.

#### **21.03 Technological Change**

- (a) The Employer agrees to notify the Union as soon as a decision is reached to introduce technological equipment or new methods made necessary by the introduction of such equipment. Retraining of present staff, without loss of pay, to operate the new equipment or to perform work in any new method will occur, provided such retraining is of a reasonable duration.
- (b) Present permanent employees who cannot acquire proficiency in the new skills, or who may not wish to attempt retraining, may be transferred to other jobs which they are capable of performing, if vacancies exist at the time. Otherwise employees may exercise their rights under Article 16, 17 & 18 of this Collective Agreement.
- (c) If an employee who regularly operates a video display terminal (V.D.T.), becomes pregnant, at the employee's request, the Employer will make every effort to transfer the employee to another position within the organization.

### **ARTICLE 22 - HEALTH AND SAFETY**

- 22.01 A Health & Safety Committee shall be established which is composed of one representative of the Union and one representative of the Employer. The Health & Safety Committee shall hold meetings once every two months; either party may request of the other interim meetings for urgent matters arising and approval by the other party may not be unreasonably withheld.
- 22.02 The Employer shall provide the Union with all accident reports and other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workplace Safety Insurance Board and other governmental departments and agencies.

- 22.03 Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters, if agreed to by the Employer.
- 22.04 Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- 22.05 The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and clothing requirements. These shall be maintained and replaced, where necessary, at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subject to further corrective measures through engineering changes or the elimination of the hazard. The Employer shall provide proper mechanical lifting devices where required.
- 22.06 The Employer shall closely monitor the workplace for potential and actual health and safety hazards.
- 22.07 (a) The Employer shall provide the Union written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.
- (b) No substance shall be introduced into the worksite that has not been thoroughly tested as to its potential health effects upon any person who is exposed to it. The Employer shall provide the members of the Health and Safety Committee with documented proof that the use of the substance will not cause any adverse health effects. Members of the Committee shall have the right to veto such use.

#### **ARTICLE 23 - CO-OP PLACEMENT**

- 23.01 When students are utilized by the Employer under a co-op placement program the following shall apply:
- (a) The placement must be of academic credit to the student.
- (b) No student shall be paid while on a co-op placement. The only exception to this rule will be payment for out of pocket expenses directly incurred by the student.
- (c) The Employer must satisfy the Union that no co-op placement in any way replaces a member of the bargaining unit, whether working or laid off.

- (d) An employee who is supervising a co-op student must be entitled to such time from her/his work as is necessary to carry out her/his duties and the time so spent shall be deemed to be work time for which she/he shall be paid by the Employer at their regular or premium pay as may be proper.

#### **ARTICLE 24 - FOUR YEARS OVER FIVE PLAN**

- 24.01 The Employer will provide a Four Years Over Five Plan to afford employees the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years of salary over a five (5) year period. It is also desired that a lesser plan of taking six (6) months leave of absence with part pay by spreading two (2) years of salary over a two and one half (2 ½) year period be developed.
- 24.02 An employee shall be entitled to join the plan by registering with the Employer before the end of any month to commence deduction two (2) months later in the same year so that the leave may commence the beginning of the latter month four (4) years later. The Employer may limit the number of employees to two (2) per year and seniority shall be the deciding factor when some of the applicants have to be denied.
  - (a) In the first four (4) years, an employee will be paid eighty percent (80%) of his/her regular salary and applicable allowances. The remaining twenty percent (20%) of salary and allowances will be deposited in a bank where a savings interest rate may be obtained. The total amount of that bank account shall be paid to the employee during the year of leave. Payment will be made through the payroll of the Employer, who will be reimbursed by the bank on a bi-weekly basis.
  - (b) Employee benefits will be maintained by the Employer during their leave of absence, provided the employee pays the premiums.
  - (c) The leave of absence shall be taken only in the fifth year of the plan unless agreed upon otherwise by the Employer and the employee. The employee shall accumulate seniority during leave of absence under this plan. The position made vacant by the employee using this plan will be posted internally first for qualified staff to apply.
- 24.03 On returning from leave, an employee shall be posted to a similar position to that which she/he held immediately prior to going on leave, and shall be paid in accordance with the then existing Schedule A.
- 24.04 In the event of death or termination of employment, any monies on deposit to the credit of the employee including any accrued interest will be returned to the employee or the employee's estate.
- 24.05 Should the Employer and the employee agree to defer the leave of absence for any reason, the money will continue to accumulate interest until the leave is taken.

- 24.06 Pension deductions are to be continued providing the Ontario Municipal Employees Retirement System (O.M.E.R.S.) approves this plan for pension purposes.
- 24.07 Employees may withdraw from the plan any time up to two (2) months prior to the date the leave of absence is to begin. Upon withdrawal, any monies accumulated, including any accrued interest, will be paid to the employee within sixty (60) days of notification of her/his desire to leave the plan.
- 24.08 Employee shall not be entitled to vacation credits during their leave of absence.
- 24.09 Employees shall not be paid for sick leave during their leave of absence.

#### **ARTICLE 25 - CORRESPONDENCE**


- 25.01 All correspondence between the parties arising under the terms of the Collective Agreement shall pass, if sent by the Union to the Executive Assistant and, if by the Employer, to the Secretary and the Unit Chairperson of the Union unless otherwise specified.

#### **ARTICLE 26 - TERM OF AGREEMENT**





- 26.01 This Agreement shall be effective from January 1, 2018, and continue in effect until December 31, 2021, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days prior to the expiration date that it desires to amend or terminate the Agreement.
- 26.02 Negotiations shall begin within thirty (30) days or as mutually agreed following notification for amendment as provided in the preceding paragraph.
- 26.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed at law have been completed, whichever date should first occur.

IN WITNESS WHEREOF the parties have executed this Agreement as of the 5<sup>TH</sup> day of DECEMBER, 2017.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
  
Janice Lopes  
  
  
Brian Armstrong

**MUSEUM LONDON**  
**APPENDIX "A" to the Collective Agreement**

2018 – 1.5%

JOB	MINIMUM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	SENIORITY
							JOB RATE GROUP
Curator of Art	\$44,985	\$47,981	\$50,981	\$53,981	\$56,981	\$59,976	Academic
Curator of Education	\$44,985	\$47,981	\$50,981	\$53,981	\$56,981	\$59,976	Academic
Curator of Regional History	\$44,985	\$47,981	\$50,981	\$53,981	\$56,981	\$59,976	Academic
Curator of Public Programs	\$44,985	\$47,981	\$50,981	\$53,981	\$56,981	\$59,976	Academic
Art Registrar	\$44,985	\$47,981	\$50,981	\$53,981	\$56,981	\$59,976	Academic
Regional History Registrar	\$44,985	\$47,981	\$50,981	\$53,981	\$56,981	\$59,976	Academic
Volunteer & Retail Services Coordinator	\$44,985	\$47,981	\$50,981	\$53,981	\$56,981	\$59,976	Clerical
Hourly Rate	\$24.73	\$26.36	\$28.01	\$29.66	\$31.30	\$32.96	Hourly Rate
Chief Preparator	\$38,648	\$41,225	\$43,800	\$46,381	\$48,955	\$51,533	Technical
Marketing Coordinator	\$38,648	\$41,225	\$43,800	\$46,381	\$48,955	\$51,533	Academic
Lead Designer	\$38,648	\$41,225	\$43,800	\$46,381	\$48,955	\$51,533	Academic
Building Superintendent	\$38,648	\$41,225	\$43,800	\$46,381	\$48,955	\$51,533	Academic
Accounting Assistant	\$38,648	\$41,225	\$43,800	\$46,381	\$48,955	\$51,533	Clerical
Hourly Rate	\$21.23	\$22.64	\$24.07	\$25.49	\$26.90	\$28.31	Hourly Rate
Events Coordinator	\$35,766	\$38,152	\$40,533	\$42,914	\$45,302	\$47,686	Clerical
Preparator	\$35,766	\$38,152	\$40,533	\$42,914	\$45,302	\$47,686	Technical
Curatorial Assistant, Exhibitions and Collection	\$35,766	\$38,152	\$40,533	\$42,914	\$45,302	\$47,686	Clerical
Visitor Services Coordinator	\$35,766	\$38,152	\$40,533	\$42,914	\$45,302	\$47,686	Clerical
Curatorial Assistant, Programming and Engagement	\$35,766	\$38,15	\$40,533	\$42,914	\$45,302	\$47,686	Clerical
Accounting Clerk	\$35,766	\$38,15	\$40,533	\$42,914	\$45,302	\$47,686	Clerical
MUSE Sales Clerk	\$35,766	\$38,152	\$40,533	\$42,914	\$45,302	\$47,686	Clerical
Hourly Rate	\$19.64	\$20.96	\$22.27	\$23.59	\$24.89	\$26.21	Hourly Rate
Utility	\$31,134	\$33,210	\$35,284	\$37,362	\$39,437	\$41,510	Maintenance
Hourly Rate	\$17.10	\$18.24	\$19.40	\$20.52	\$21.68	\$22.81	Hourly Rate



**MUSEUM LONDON**  
**APPENDIX "A" to the Collective Agreement**

**2019 – 1.5%**

<b>JOB</b>	<b>MINIMUM</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>SENIORITY JOB RATE GROUP</b>
<b>Curator of Art</b>	\$45,660	\$48,701	\$51,746	\$54,791	\$57,836	\$60,876	Academic
<b>Curator of Education</b>	\$45,660	\$48,701	\$51,746	\$54,791	\$57,836	\$60,876	Academic
<b>Curator of Regional History</b>	\$45,660	\$48,701	\$51,746	\$54,791	\$57,836	\$60,876	Academic
<b>Curator of Public Programs</b>	\$45,660	\$48,701	\$51,746	\$54,791	\$57,836	\$60,876	Academic
<b>Art Registrar</b>	\$45,660	\$48,701	\$51,746	\$54,791	\$57,836	\$60,876	Academic
<b>Regional History Registrar</b>	\$45,660	\$48,701	\$51,746	\$54,791	\$57,836	\$60,876	Academic
<b>Volunteer &amp; Retail Services Coordinator</b>	\$45,660	\$48,701	\$51,746	\$54,791	\$57,836	\$60,876	Clerical
<b>Hourly Rate</b>	\$25.10	\$26.76	\$28.43	\$30.10	\$31.77	\$33.45	Hourly Rate
<b>Chief Preparator</b>	\$39,228	\$41,843	\$44,457	\$47,077	\$49,689	\$52,306	Technical
<b>Marketing Coordinator</b>	\$39,228	\$41,843	\$44,457	\$47,077	\$49,689	\$52,306	Academic
<b>Lead Designer</b>	\$39,228	\$41,843	\$44,457	\$47,077	\$49,689	\$52,306	Academic
<b>Building Superintendent</b>	\$39,228	\$41,843	\$44,457	\$47,077	\$49,689	\$52,306	Academic
<b>Accounting Assistant</b>	\$39,228	\$41,843	\$44,457	\$47,077	\$49,689	\$52,306	Clerical
<b>Hourly Rate</b>	\$21.55	\$22.98	\$24.43	\$25.87	\$27.30	\$28.73	Hourly Rate
<b>Events Coordinator</b>	\$36,302	\$38,724	\$41,141	\$43,558	\$45,982	\$48,401	Clerical
<b>Preparator</b>	\$36,302	\$38,724	\$41,141	\$43,558	\$45,982	\$48,401	Technical
<b>Curatorial Assistant, Exhibitions and Collection</b>	\$36,302	\$38,724	\$41,141	\$43,558	\$45,982	\$48,401	Clerical
<b>Visitor Services Coordinator</b>	\$36,302	\$38,724	\$41,141	\$43,558	\$45,982	\$48,401	Clerical
<b>Curatorial Assistant, Programming and Engagement</b>	\$36,302	\$38,724	\$41,141	\$43,558	\$45,982	\$48,401	Clerical
<b>Accounting Clerk</b>	\$36,302	\$38,724	\$41,141	\$43,558	\$45,982	\$48,401	Clerical
<b>MUSE Sales Clerk</b>	\$36,302	\$38,724	\$41,141	\$43,558	\$45,982	\$48,401	Clerical
<b>Hourly Rate</b>	\$19.93	\$21.27	\$22.60	\$23.94	\$25.26	\$26.60	Hourly Rate
<b>Utility</b>	\$31,601	\$33,708	\$35,813	\$37,922	\$40,029	\$42,133	Maintenance
<b>Hourly Rate</b>	\$17.36	\$18.51	\$19.69	\$20.83	\$22.01	\$23.15	Hourly Rate

**MUSEUM LONDON**  
**APPENDIX "A" to the Collective Agreement**

2020 – 1.5%

<b>JOB</b>	<b>MINIMUM</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>SENIORITY JOB RATE GROUP</b>
Curator of Art	\$46,345	\$49,432	\$52,522	\$55,613	\$58,704	\$61,789	Academic
Curator of Education	\$46,345	\$49,432	\$52,522	\$55,613	\$58,704	\$61,789	Academic
Curator of Regional History	\$46,345	\$49,432	\$52,522	\$55,613	\$58,704	\$61,789	Academic
Curator of Public Programs	\$46,345	\$49,432	\$52,522	\$55,613	\$58,704	\$61,789	Academic
Art Registrar	\$46,345	\$49,432	\$52,522	\$55,613	\$58,704	\$61,789	Academic
Regional History Registrar	\$46,345	\$49,432	\$52,522	\$55,613	\$58,704	\$61,789	Academic
Volunteer & Retail Services Coordinator	\$46,345	\$49,432	\$52,522	\$55,613	\$58,704	\$61,789	Clerical
Hourly Rate	\$25.48	\$27.16	\$28.86	\$30.55	\$32.25	\$33.95	Hourly Rate
Chief Preparator	\$39,816	\$42,471	\$45,124	\$47,783	\$50,434	\$53,091	Technical
Marketing Coordinator	\$39,816	\$42,471	\$45,124	\$47,783	\$50,434	\$53,091	Academic
Lead Designer	\$39,816	\$42,471	\$45,124	\$47,783	\$50,434	\$53,091	Academic
Building Superintendent	\$39,816	\$42,471	\$45,124	\$47,783	\$50,434	\$53,091	Academic
Accounting Assistant	\$39,816	\$42,471	\$45,124	\$47,783	\$50,434	\$53,091	Clerical
Hourly Rate	\$21.87	\$23.32	\$24.80	\$26.28	\$27.71	\$29.18	Hourly Rate
Events Coordinator	\$36,847	\$39,305	\$41,758	\$44,211	\$46,672	\$49,127	Clerical
Preparator	\$36,847	\$39,305	\$41,758	\$44,211	\$46,672	\$49,127	Technical
Curatorial Assistant, Exhibitions and Collection	\$36,847	\$39,305	\$41,758	\$44,211	\$46,672	\$49,127	Clerical
Visitor Services Coordinator	\$36,847	\$39,305	\$41,758	\$44,211	\$46,672	\$49,127	Clerical
Curatorial Assistant, Programming and Engagement	\$36,847	\$39,305	\$41,758	\$44,211	\$46,672	\$49,127	Clerical
Accounting Clerk	\$36,847	\$39,305	\$41,758	\$44,211	\$46,672	\$49,127	Clerical
MUSE Sales Clerk	\$36,847	\$39,305	\$41,758	\$44,211	\$46,672	\$49,127	Clerical
Hourly Rate	\$20.23	\$21.59	\$22.94	\$24.30	\$25.64	\$27.00	Hourly Rate
Utility	\$32,075	\$34,214	\$36,350	\$38,491	\$40,629	\$42,765	Maintenance
Hourly Rate	\$17.62	\$18.79	\$19.99	\$21.14	\$22.34	\$23.50	Hourly Rate

**MUSEUM LONDON**  
**APPENDIX "A" to the Collective Agreement**

2021 – 1.5%

<b>JOB</b>	<b>MINIMUM</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>SENIORITY JOB RATE GROUP</b>
Curator of Art	\$47,040	\$50,173	\$53,310	\$56,447	\$59,585	\$62,716	Academic
Curator of Education	\$47,040	\$50,173	\$53,310	\$56,447	\$59,585	\$62,716	Academic
Curator of Regional History	\$47,040	\$50,173	\$53,310	\$56,447	\$59,585	\$62,716	Academic
Curator of Public Programs	\$47,040	\$50,173	\$53,310	\$56,447	\$59,585	\$62,716	Academic
Art Registrar	\$47,040	\$50,173	\$53,310	\$56,447	\$59,585	\$62,716	Academic
Regional History Registrar	\$47,040	\$50,173	\$53,310	\$56,447	\$59,585	\$62,716	Academic
Volunteer & Retail Services Coordinator	\$47,040	\$50,173	\$53,310	\$56,447	\$59,585	\$62,716	Clerical
Hourly Rate	\$25.86	\$27.57	\$29.29	\$31.01	\$32.73	\$34.46	Hourly Rate
Chief Preparator	\$40,413	\$43,108	\$45,801	\$48,500	\$51,191	\$53,887	Technical
Marketing Coordinator	\$40,413	\$43,108	\$45,801	\$48,500	\$51,191	\$53,887	Academic
Lead Designer	\$40,413	\$43,108	\$45,801	\$48,500	\$51,191	\$53,887	Academic
Building Superintendent	\$40,413	\$43,108	\$45,801	\$48,500	\$51,191	\$53,887	Academic
Accounting Assistant	\$40,413	\$43,108	\$45,801	\$48,500	\$51,191	\$53,887	Clerical
Hourly Rate	\$22.20	\$23.67	\$25.17	\$26.65	\$28.13	\$29.60	Hourly Rate
Events Coordinator	\$37,400	\$39,895	\$42,384	\$44,874	\$47,372	\$49,864	Clerical
Preparator	\$37,400	\$39,895	\$42,384	\$44,874	\$47,372	\$49,864	Technical
Curatorial Assistant, Exhibitions and Collection	\$37,400	\$39,895	\$42,384	\$44,874	\$47,372	\$49,864	Clerical
Visitor Service Coordinator	\$37,400	\$39,895	\$42,384	\$44,874	\$47,372	\$49,864	Clerical
Curatorial Assistant, Programming and Engagement	\$37,400	\$39,895	\$42,384	\$44,874	\$47,372	\$49,864	Clerical
Accounting Clerk	\$37,400	\$39,895	\$42,384	\$44,874	\$47,372	\$49,864	Clerical
MUSE Sales Clerk	\$37,398	\$39,895	\$42,384	\$44,874	\$47,372	\$49,864	Clerical
Hourly Rate	\$20.63	\$21.91	\$23.28	\$24.66	\$26.02	\$27.41	Hourly Rate
Utility	\$32,556	\$34,727	\$36,895	\$39,068	\$41,238	\$43,406	Maintenance
Hourly Rate	\$17.88	\$19.07	\$20.29	\$21.46	\$22.68	\$23.85	Hourly Rate

## **APPENDIX "B"**

### **REGULATIONS TO PROVIDE FOR SICK LEAVE CREDITS**

#### **TO THE EMPLOYEES OF THE EMPLOYER**

As provided by sick leave regulations of the Employer and opted by Resolution C (Appendix B, effective May 1963) which will form an integral part of this Agreement.

**1. Definitions:**

- (a) "Employee" will mean any salaried, full-time person in the employ of the Employer, or any part-time person who is employed on a permanent basis and who is scheduled to work at least one-half the number of hours worked by a full-time employee.
- (b) "Employer" will mean Museum London.
- (c) "Continuous Service" will mean that period of unbroken employment with the Employer, calculated from the date of the beginning of an employee's then current service with the Employer, or from January 1, 1945, whichever period be shorter.
- (d) "Retirement" will mean an employee leaving the service of the Employer by reason of attaining or passing a retirement age under any pension scheme of the Employer, or by reason of the Employer retiring the employee on pension because of illness, disease, or injury.

2. Save as hereinafter mentioned, an employee who is employed between the first and seventh day inclusive of a month, at the conclusion of the last working day of that month will have earned and have credited one and one-half (1 ½) working days of sick leave credits; an employee who is employed after the seventh day of any month at the conclusion of the last working day of the month following will have earned and have credited one and one-half (1 ½) working days of sick leave credits such sick leave credits to accumulate at the rate of one and one-half (1 ½) working days for each month of continuous employment thereafter. The time during which an employee is absent through illness or injury and is being paid by reason of sick leave credits, or is receiving remuneration from the Employer awarded by the Workplace Safety Insurance Board for temporary disability, will be included in computing that employee's sick leave credit as though that employee was not absent, but there will be no credit entitlement for time when an employee is absent through illness or injury when sick leave credits have been exhausted, or for the time during which an employee is on leave of absence, either with or without pay. Provided that in no case will sick leave credits be given for service since the 1<sup>st</sup> day of January 1945, for which an employee has received from the Employer remuneration during absence due to illness or injury.

Such credits will be accumulated from year to year and, save as herein otherwise provided, an employee will be eligible to be paid when absent through illness or through injury received while off duty so long as sick leave credits are available, but not otherwise. When so paid, the number of working days absent will be deducted from the employee's accumulated sick leave credits. Permanent part-time employees whose employment is at least one-half ( $\frac{1}{2}$ ) the normal week will be entitled to sick leave credits computed on a pro rated basis; but employees working less than one-half ( $\frac{1}{2}$ ) the normal work week will not be entitled to sick leave credits, or to be paid while absent from duty.

3. Where an employee with unused sick leave credits is absent as a result of an injury received while on duty, or illness, inherent to occupation, and as a result is receiving Worker's Compensation as awarded by the Workplace Safety Insurance Board, the employee will receive any difference between regular pay and the award of the Workplace Safety Insurance Board. If sick leave credits are so used, a deduction therefore will be made from the employee's accumulated sick leave credits in the same manner as hereinbefore set forth.
4. If an employee's sick leave credits have been exhausted, the employee may, when absent through illness or injury, make a written application to the Employer for leave of absence without pay, which the Employer may grant in its sole and uncontrolled discretion, or the Employer may, of its own initiation, grant such leaves for such time as it may see fit. The time during which an employee is on leave of absence or absent through illness or injury, after sick leave credits have been exhausted, will not be taken into consideration in calculating additional sick leave credits.
5. At any time, the Employer has the right to disallow the use of sick leave credits if in its opinion, good and sufficient proof of illness or injury has not been provided. The Employer may request medical certification after two (2) days of illness, and in that event the Employer shall reimburse the employee for any reasonable and customary expenses for the certification.
6. Every employee who is actively employed by the Employer, and who has then had eight (8) or more years of continuous service will be granted, upon termination of employment – other than dismissal by the Employer for good and sufficient cause – leave with pay or an amount equal to her/his salary or wages for one-half ( $\frac{1}{2}$ ) the number of days standing to the employee's credit, and in any event, not in excess of the amount of one-half ( $\frac{1}{2}$ ) year of earnings at the rate received immediately prior to termination of employment. No additional sick leave credits will accumulate during that time in which an employee is being paid after termination of employment.
7. Where an employee dies while in the employ of the Employer, having then had at least eight (8) years of continuous service with the Employer, the Employer will make a grant to the deceased employee's estate, computed from the date of death, of the amount which would have been paid had such an employee terminated employment pursuant to the preceding section.

8. The Employer will maintain records pertaining to employee's sick leave credits, additions to and deductions therefrom and of all employees reported on the sick and injured list. Information as required will be furnished by supervisors on regular Weekly Attendance Report forms.
9. The Employer will furnish to each employee by March 31<sup>st</sup> of each year, a record of sick leave accumulated by that employee up to and including December 31<sup>st</sup> of the previous year.
10. The provisions of paragraph 65(b) of Section 352 of the *Municipal Act*, R.S.O. 1970, with respect to the transfer of sick leave credits will apply.

Effective May 1 1978, save and except those employees who were covered under the sick leave plan of the London Public Library Board, whose coverage will extend from the effective date of May 1, 1966.

**NOTE TO APPENDIX "B" Articles 6 and 7**

1. For employees with 8 year's service at December 31, 2003, the following will apply:
  - (a) For employees with 8 year's seniority at December 31, 2003 the following will apply:
    - (i) An amount equal to the employee's rate of pay at December 31, 2003 times 50% of the accumulated credits at December 31, 2003, to a maximum of 6 months salary, will be calculated to the employee's credit;
    - (ii) Such employees will make an election: Either the value calculated in (a) will be paid out to the employee through the payroll system with appropriate statutory deductions, or the employee may elect to defer payment to a later date with payments to be made in one amount or in annual (deemed lump sum) amounts upon written request(s) thirty (30) days in advance, no later than the employees retirement date. Interest will be calculated annually at the TD Canada Trust Prime Rate at December of the prior year and included upon pay-out;
  - (b) All payouts noted above will be subject to, i.e., not commenced, until all affected employees have signed a waiver per the attached, and noting that amounts owing will be based on the "signed off" days calculated in 2002 updated to December 31, 2003. Payouts will be affected within 30 calendar days of the signing off of all waivers.
2. For employees with less than eight (8) year's service at December 31, 2003 the following will apply:

- (a) the employee will be advised of the amount of sick leave payment entitlement in accordance with 1(a) above at the transfer date provided for 1(b) above and;
- (b) payment in the amount in (a) above will be made to these employees directly by Museum London immediately after each employee has achieved eight years seniority.

**APPENDIX "C"**

November 11, 1998

Mr. Michael Robertson  
President Canadian Union  
of Public Employees  
Local 217  
826 King St., 2<sup>nd</sup> Floor  
London, Ontario  
N5W 2X6

Dear Mr. Robertson:

Re: The London Regional Art and  
Historical Museums and the Canadian  
Union of Public Employees – Local 217.2

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This letter will confirm an undertaking given by the Employer to the Union during the course of collective bargaining for a renewal Agreement between the parties in respect of the Endowment for Operating Fund currently maintained by The London Foundation on behalf of the Employer.

The Employer undertakes that the Endowment for Operating Fund and any interest earned thereon, net of any management or related fees, shall be maintained and utilized by the Employer for the operating expenses of the Employer and such monies shall not be transferred into other Funds maintained by the Employer for other purposes.

Yours very truly,

Catherine Finlayson



## **APPENDIX "D"**

### **PAY EQUITY AND JOB EVALUATION MAINTENANCE PROGRAM JOINT JOB EVALUATION COMMITTEE**

Whereas the parties continue to recognize the benefits of having neutral individuals who have experience with job evaluation in a public sector context act as the JJEC, and; whereas the Parties are cognizant of their responsibility to maintain pay equity under the Pay Equity Act and internal equity under the Collective Agreement.

Therefore, the parties agree to the following:

Two representatives of the Union, together with two representatives of the Employer, will meet with their respective advisors and the co-chairs of the City of London's Inside Workers (Local 101) JJEC with a view to continuing the role which the Local 101 JJEC has historically performed; such meeting to be held within 90 days of the execution of this agreement.

Should the Local 101 JJEC elect not to perform the role, which historically it performed, the representatives of the Union and the Employer and their respective advisors shall research alternatives, which would include use of the services of other JJEC's to fulfill the role. The parties will attempt to mutually agree to a solution.

In the event that the Local 101 JJEC elects not to perform the role and the parties are unable to agree to an affordable solution, then two members of CUPE Local 217.2 and two members of the management of Museum London shall be trained (as determined by the Parties respective advisors) and thereafter shall constitute the JJEC under Appendix E of the Collective Agreement.

The Joint Job Evaluation Committee (J.J.E.C.) shall be comprised of:

- Two (2) representatives and one (1) alternate of CUPE
- Two (2) representatives and one (1) alternate of the Employer

A quorum for the Joint Job Evaluation Committee meeting shall be a minimum of four (4) members.

(two (2) each minimum from CUPE and Employer)

The position of Chairperson to the JJEC shall alternate between CUPE and the Employer.

The Secretary to the JJEC shall be the CUPE alternate.  
Accurate minutes of the JJEC must be kept.

The decision of the Joint Job Evaluation Committee must be unanimous. All decisions made by the J.J.E.C. shall provide rationale for their decisions.

If unanimous agreement cannot be reached. See Settlement of disagreements.

It shall be the responsibility of the Chairperson to communicate the decision of the J.J.E.C. to the incumbents(s) and Supervisor(s) using the Job Evaluation Review Decision Form (JJE Appendix C attached).

### **MAINTAINING THE JOB EVALUATION PROGRAM**

- 1.01 Either the incumbent(s) or the Supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Appendix B), stating the reason(s) for disagreeing with the job description and/or the rating of the job. Any such request shall be submitted within sixty (60) days of receipt of the Advice of Rating. Both the incumbent(s) and the Supervisor shall be interviewed separately by the two (2) appointed J.J.E.C. members. The J.J.E.C. shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The committee shall inform both the incumbents and the Supervisor of its decision.
- 1.02 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. The initial review shall commence following the finalization of all reconsiderations and problems that may arise with the implementation of this job evaluation program. Thereafter, it is the intention of the parties to periodically review jobs upon request and to conduct a comprehensive review of all positions every thirty-six (36) months.
- 1.03 Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have changed, or that

the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- (a) The Incumbent(s) /Union or the Supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix B);
- (b) Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information will involve the interviewing of incumbent(s) and Supervisor(s) and visits to the job site by the two (2) appointed J.J.E.C. members (1 Union 1 Employer). Based on this information, the Committee shall update the job description, as necessary;
- (c) Where the job description has been changed, the Committee shall meet to rate each sub-factor of the job, and to establish a new rating for the job and advise the incumbent(s) and Supervisor of its decision (Appendix C). The rating of the job shall determine the pay grade for the job;
- (d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted or the date the new duties or responsibilities were added resulting in the upgrading whichever is earlier. Retroactivity will be paid back to a maximum of one (1) year from the date of the Job Evaluation Reconsideration Form. The incumbents shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.

1.04 Whenever the Employer wishes to establish a new job, the following procedures shall apply;

- (a) The Employer shall prepare a draft job description for the job;
- (b) The J.J. E. C. shall meet and establish a temporary pay grade for the job, based on the draft job description;
- (c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- (d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the Supervisor shall complete a Job Analysis Questionnaire, which shall be submitted, along with an updated job description to the J.J.E.C. The Committee shall develop a job description and rate the job according to the procedure set out in Article 19.01. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job.

- 1.05 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to 2.1 above, the committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

- 1.06 Either party may, by written notice to the other party, refer the dispute to a single Arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an Arbitrator.
- 1.07 The Arbitrator shall decide the matter upon which the J.J. E.C. has been unable to agree and her/his decision shall be final and binding on the J.J. E.C., the Employer, the Union and all affected employees. The Arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 1.08 The Employer and the Union shall be the parties to the Arbitration Hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the power of and Arbitrator appointed pursuant to the collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the Arbitrator.
- 1.09 The Arbitrator's fees and expenses shall be borne equally between the parties.
- 1.10 The time limits contained in this Article may be extended by mutual agreement of the parties.

**APPENDIX JE-A**

**JOB EVALUATION  
COVERING THE (EMPLOYER)  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 217.2**

**ADVICE OF RATING**

EMPLOYEE NAME:

\_\_\_\_\_

JOB TITLE:

\_\_\_\_\_

LOCATION:

\_\_\_\_\_

EFFECTIVE DATE:

\_\_\_\_\_

This is to advise that the rating for the job to which you have been appointed is as follows:

JOB RATING

FACTOR                      KNO EXP JUD MEN PHY DEX ACC SAF SUP CON W/C

DEGREE

POINTS

TOTAL POINTS

RATING CLASSIFICATION \_\_\_\_\_ LEVEL \_\_\_\_\_ STEP \_\_\_\_\_

AS A RESULT OF JOB EVALUATION, THIS JOB HAS BEEN: UPGRADED \_\_\_ UNCHANGED \_\_\_

NOTE: Any employee and/or Supervisor or the Union or the Employer who disagrees with the job description and/or the rating established for the job, may request reconsideration of the job description and/or rating by completing a Job Evaluation Reconsideration Form (Appendix B) and submitting it to the Joint Job Evaluation Committee within sixty (60) days of receipt of this document.

Reason for disagreeing with the job description and/or rating should be included on the Job Evaluation Reconsideration Form.

**APPENDIX JE-B**

**JOB EVALUATION**

**RECONSIDERATION FORM**

Any employee and/or Supervisor or the Union or the Employer, who disagrees with the job description and/or rating established for the job, may request reconsideration of the job description and/or rating by completing a Job Evaluation Reconsideration Form (Appendix B) and submitting it to the Joint Job Evaluation Committee.

Reasons for disagreeing with the job description and/or rating of the job should be included on the Job Evaluation Reconsideration Form. Please use additional pages, as required.

EMPLOYEE:	PRINCIPAL/SUPERVISOR
NAME:	
JOB TITLE:	
LOCATION:	
DATE:	
SIGNATURE:	

REASON(S) FOR DISAGREEMENT:


NOTE: FORWARD ORIGINAL TO THE PERSONNEL DEPARTMENT FOR DISTRIBUTION TO:  
(A) EMPLOYEE                      (B) UNION SECRETARY                      (C) JOB EVALUATION COMMITTEE

**APPENDIX JE-C**

**JOB EVALUATION  
REVIEW DECISION FORM**

EMPLOYEE NAME: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE RECEIVED BY COMMITTEE: \_\_\_\_\_

DECISION: (A thorough review was done by the Job Evaluation Committee and the following decision(s) was (were) reached):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REASONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JOINT COMMITTEE CHAIRPERSONS SIGNATURES:

\_\_\_\_\_

AGREEMENT YES \_\_\_ NO \_\_\_

REFERRED TO LARGER COMMITTEE \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

REFERRED TO ARBITRATION: \_\_\_\_\_

REFERRED TO BOARD: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX E  
SCHEDULE OF BENEFITS  
HOSPITAL, MEDICAL AND GROUP INSURANCE**

Employee Life

Amount of coverage	\$50,000
Coverage reduced	By 50% at age 65
Termination Age	70

Accidental Death and Dismemberment

Amount of coverage	Equal to Employee Life coverage
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Long-Term Disability

Amount of coverage	66.70% of first \$2,250 of monthly basic Earnings, plus 50% of excess Maximum benefit - \$3,000
Payments begin	After a 3 month elimination period of total Disability
Maximum benefit period	Up to age 65
Definition of total disability	First 2 years – the employee's own occupation Afterwards – any occupation
Partial disability	Applies during the own occupation period
CPP/OPP offsets	Primary
Tax status	Non taxable benefit (100% of LTD premium is employee paid)

Extended Health Care

Benefit year equals	Policy year
Prescription drug deductible	None
Deductible – other expenses	Individual - \$10 per benefit year Family - \$20 per benefit year Deductible not applicable to Hospital, Vision Care & Drug claims
Reimbursement level	
In-province hospital	100% - semi-private hospital room
Convalescent hospital	semi-private room and board, maximum 180 days
Chronic hospital	\$3.00 per day, maximum 120 days



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Prescription drugs	100% - drug card plan 60 Fertility drugs included subject to \$2,400 lifetime maximum Brand name & generic drugs Subject to a 100 days' supply for all drugs
Out-of-province expenses	Emergency Services – 100% Referred services – 80% Subject to \$1,000,000 per benefit year
Medical services and equipment	100% Private duty nurse – maximum \$25,000 over 3 benefit years Hearing aids – maximum \$500 over 5 benefit years
Paramedical services	100% - maximum of \$550 per benefit year for each specialty Chiropractor services payable only after OHIP maximum reached
Vision care	100% - maximum of \$350 in any 12 month period for a person under age 18 or in any 24 month period for any other person plus (1) one eye exam per person
Lifetime maximum	Unlimited
Emergency Travel Assistance	60 day travel limitation
<u>Dental</u>	
Benefit year equals	Policy year
Recall frequency	6 months
Deductible	None
Reimbursement level	
Preventive procedures	100%
Basic procedures	100%
Benefit year maximum	Preventive and Basic procedures – Unlimited
Fee guide	The current fee guide for general practitioners in Ontario
Early Retirement	For employees who retire with an "85" factor to an unreduced OMERS pension during the life of the agreement, the Employer will pay premiums for the following benefits until the retiree reaches the age 65:
Life Coverage	\$10,000
AD&D	\$10,000

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Extended Health Care

Same coverage as active employee, except:  
-30 day max. semi-private per benefit year  
-60 day max. convalescent hospital per benefit year  
-maximum for EHC (all benefits) \$5,000 per benefit year  
-includes out-of-province but not out-of-Canada expenses

Dental Coverage

same as shown above

No other insured or other coverage are provided.

## APPENDIX F TRAVEL AND ACCOMMODATION POLICY

### Preamble

The purpose of this policy is to ensure that staff are appropriately accommodated and reimbursed for expenses while traveling on the Employer's business.

### Policy

1. All out-of-town travel will be approved in writing by the traveler's immediate Supervisor.
2. Transportation, not including the Employer's vehicle, will be by the least expensive public method available unless time constraints require the use of a personal or rented vehicle, or the number of people traveling together would make private travel less expensive and one member is prepared to use their own or a rented vehicle. If the traveler wishes to take superior accommodations, he/she will pay the difference between the classes. If the Gallery vehicle is to be used, it must be approved by the Chief Curator.
3. Accommodation at a medium-priced hotel or motel will be reimbursed 100% by the Employer, excluding non-employee, personal phone calls. The traveler should confirm the accommodation with the Supervisor if possible. If the traveler stays overnight at a private accommodation, he/she may with discretion submit a claim up to \$15.00 for a "Hostess Gift". No receipt is required.
4. (a) Meal costs will be reimbursed at cost up to maximum of:  
\$10.00 for breakfast  
\$20.00 for lunch  
\$40.00 for dinner  
upon presentation of receipts.
5. Where an employee has been approved to travel out of town in accordance with paragraph 1 above, and such travel requires an overnight stay then the employee shall be given \$30.00 for meals on the day of the overnight stay and no receipt shall be required for payment.
6. Taxi or local public transport will be reimbursed as submitted. The traveler's discretion on the use of taxis will be accepted.
7. Parking and other incidental expenses will be reimbursed as submitted.
8. The Gallery gasoline credit card will be available to staff requesting it for travel with the Gallery vehicle.
9. Claims will be submitted on the Gallery's Travel Expense Form to the Finance Department after approval by the immediate Supervisor.
10. Mileage rates will be set at fifty (50¢) cents per kilometer.

## LETTER OF UNDERSTANDING

BETWEEN

MUSEUM LONDON  
(The Employer)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(The Union)

### RE: OMERS EARLY RETIREMENT WINDOW



The parties agree that in the event that the Ontario Municipal Employees Retirement System (OMERS) offers an Early Retirement Window between January 1, 2018 and December 31, 2021 which would allow bargaining unit employees of Museum London who retire with an "85" factor to an unreduced OMERS pension, the Employer will pay the premiums for the following benefits until the retiree reaches age 65:

Life Coverage	\$10,000
AD&D	\$10,000
Extended Health Care	Same coverage as active employee, except: -30 day max. semi-private per benefit year -60 day max. convalescent hospital per benefit year -maximum for EHC (all benefits) \$5,000 per benefit year -includes out-of-province but not out-of-Canada expenses
Dental Coverage	As outlined in Appendix F



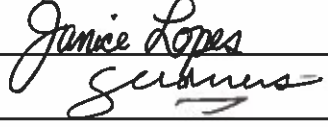

The parties agree that no other insured or other coverage will be provided.

Dated this 5<sup>TH</sup> day of DECEMBER, 2017.

FOR THE EMPLOYER

  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

  
  
  
  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

BETWEEN

MUSEUM LONDON  
(The Employer)

And



THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(The Union)

### RE: After Normal Working Hours-Parking and Transportation



The Employer shall provide a taxi voucher to employees who are required to work after 6pm. If the employee lives outside the City Limits or within but elects to be reimbursed for parking, parking will be reimbursed by the Employer, for the period after 6 pm upon receiving proof of payment.

Dated this 5<sup>TH</sup> day of DECEMBER 2017.

FOR THE EMPLOYER

  
  
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\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

  
  
Janice Lopez  
Scrima  
Brian Humphrey  
J. Meach

## LETTER OF UNDERSTANDING

BETWEEN

MUSEUM LONDON  
(The Employer)

And



THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(The Union)

### RE: Staffing Pool for Front Desk



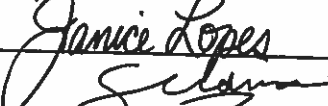
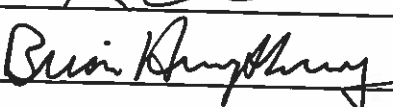
- 1 In the scheduled absences of Curatorial Assistant, Programming and Engagement who is assigned to the Front Desk, front desk pool part-time staff, will be scheduled to cover these scheduled absences.
- 2 In the event of an unscheduled absence (longer than 3 hours) of the Curatorial Assistant, Programming and Engagement, the front desk pool of part-time staff will be contacted to provide coverage.
- 3 If no one from the front desk pool can cover an un-scheduled absence or if staff is required until a front desk pool person is able to arrive, in this order the following employees will be responsible to cover the front desk:
  - Curatorial Assistant, Exhibitions and Collections
  - Accounting Clerk
  - Marketing Coordinator and Events Coordinator

Dated this 5<sup>TH</sup> day of DECEMBER, 2017.

FOR THE EMPLOYER

  
  
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\_\_\_\_\_

FOR THE UNION

  
  
Janice Lopes  
  
K. Zurek  
  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

BETWEEN

MUSEUM LONDON  
(The Employer)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(The Union)

### RE: Audio Visual/Utility



Through bargaining the Union has placed the Employer on notice concerning the Audio-Visual duties being performed by employees in the Utility position and discussions that would see this work placed in the bargaining unit within the Utility position on a full-time basis.

To that end, the parties agree this discussion will continue through the Union/Management committee based upon the following principles:




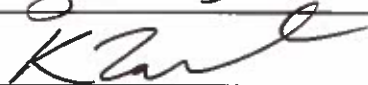
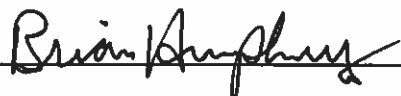
- The end goal of these discussions will be to potentially create a full time Utility position by combining duties of AV Technician and Utility work. The parties agree this may naturally occur under Article 4.02 of the Collective Agreement.
- The hours worked by employees in audio visual duties will be treated as if those hours were worked in the Utility classification under the Collective Agreement.
- The foregoing treatment of hours worked will be effective January 1<sup>st</sup>, 2018 with the renewal of the Collective Agreement.
- This letter is in effect for the term of the renewed Collective Agreement and will expire unless renewed by the parties.

Dated this 5<sup>TH</sup> day of DECEMBER, 2017.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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