

COLLECTIVE AGREEMENT

B E T W E E N:

THE ART GALLERY OF WINDSOR

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 2067.2

TERM OF AGREEMENT

JANUARY 1, 2025 to DECEMBER 31, 2028

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ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the bargaining agent for all employees of the Art Gallery of Windsor at Windsor, Ontario save and except the Director, Executive Assistant & Events Manager, Manager Financial Services and Human Resources Assistant, Curators, Manager of Development, Manager/Curator of Education, and students employed during the school vacation.
- 1.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or **their** representative, which may conflict with the terms of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Employer to hire, assign, direct, schedule work, lay-off, promote, demote, classify, or transfer any employee, and the right to discipline, suspend or discharge for just cause. The exercise of such rights by the Employer shall be subject to any and all rights of the employees concerned to file a Grievance in the manner and to the extent provided within this Collective Agreement.
- 2.02 The Union further recognizes the right and duty of the Employer to operate and manage its Art Gallery in accordance with its obligations and to make and alter from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.03 There shall be no strikes or lockouts so long as this Agreement continues to operate.
- 2.04 It is agreed that the Union and its members individually and collectively shall not, during the term of this Agreement, cause, permit or take part in, any strikes, picketing, sit down, stay in, slow down or otherwise curtail or restrict production of free passage in or about the Art Gallery premises and the Employer agrees not to engage in a lockout. The words "strike" and "lockout" shall bear the meaning given to them in the *Labour Relations Act*.

ARTICLE 3 - UNION SECURITY

- 3.01 Any employee presently a member of the Union, and for whom the Union has been certified as the bargaining agent, shall, as a condition of continued employment, remain a member of the Union, and further, any new employee for whom the Union has been certified as the bargaining agent, shall, as a condition of employment, become a member of the Union upon **their** appointment as an employee.

- 3.02 Persons not in the bargaining unit shall not perform work normally performed by members of the bargaining unit unless no qualified member is available or unless it is mutually agreed upon by the parties. Exceptions to this shall be for the purpose of instruction, training or in cases of an emergency.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 The Employer will deduct from the pay of each employee who is covered by this Agreement, and to whom any pay is due in that month, **their** regular monthly Union dues. The Union shall notify the Employer in writing of the amount of such dues from time to time and Dues Deduction Authorization Cards shall be executed by each employee covered by this Agreement and delivered to the Employer by the Union.
- 4.02 All dues so deducted shall be remitted to the Treasurer of Local 2067 not later than the 15th day of the month following the month in which such deductions are made, together with a list, in duplicate, of the names of all employees from whose pay dues were so deducted. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

ARTICLE 5 - NEW EMPLOYEES

- 5.01 The Employer will inform all new employees who are covered by the provisions of this Agreement, as defined under Article 1.01, during the hiring process, of the existence of the Collective Agreement between the Art Gallery of Windsor and the C.U.P.E. Union.
- 5.02 Upon commencing employment, the employee's immediate supervisor will introduce the new employee to **their** Union steward or representative. An officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of up to thirty (30) minutes during the first **three (3) days** of employment for the purpose of delivering to the employee a copy of the Collective Agreement and acquainting the new employee with the benefits and duties of Union membership and **their** responsibilities and obligations to the Employer and the Union.
- 5.03 When any person is hired as a temporary employee, as defined in Article 10.03 of the Collective Agreement, the Employer will provide to the Union in writing, the effective date, the rate of pay, job classification and the term of the employment.

ARTICLE 6 - CORRESPONDENCE

- 6.01 Unless otherwise specified in this Collective Agreement, official correspondence between the parties shall pass to and from the office of the Director and the Recording Secretary of Union Local 2067.2. Local Union No. 2067.2 shall notify the Employer in writing of the names of the **Lead Steward** and the alternate Stewards, and the names of its Officers and members of the Negotiating Committee. Until the Employer has been notified in writing, the Employer shall not be required to recognize such persons. This Article shall not deprive any Employee or the Employer of the right to communicate with or contact each other directly.
- 6.02 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 6.03 The Employer shall provide the Union with sufficient copies of the Collective Agreement within forty (40) days of ratification of the Collective Agreement by the Union. The cost of production of the Collective Agreement shall be equally shared by the Employer and the Union.
- 6.04 The Employer agrees to provide the Union with a copy of **all current Workplace policies**.

ARTICLE 7 - UNION REPRESENTATION

7.01 Discipline

In the event the Gallery initiates a disciplinary action against an employee who has completed **their** probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed:

- Any/all discipline action shall be taken within ten (10) working days of **when the Executive Director and/or Manager of Operations, and Lead Steward, were made aware of the incident and within thirty (30) days of the alleged incident**. An extension will be provided to the Employer and **Lead Steward** in the event that **either party** is absent during such time allowing the same timeline to address any alleged incidents.
- The Employer may terminate the employment of a probationary employee for any reason.
- It is understood that discipline shall be imposed on an employee for cause. The Employer agrees, where appropriate, to implement a progressive discipline approach that includes verbal, written, suspension, and termination as steps in that procedure. It is understood by the parties, however, that in certain instances this procedure may not be appropriate

such that the Gallery may impose more serious discipline, including termination, at first instance.

***For the purposes of clarity, let it be known that working days consider Monday to Friday excluding holidays.

7.02 Employee Record

No disciplinary record shall be used against an employee beyond twenty-four (24) months after the occurrence of the incident giving rise to the discipline.

7.03 Union Representation

The employee shall have the right at any time to have the assistance of the **Lead Steward**, or one of the alternate Stewards, for the purpose of dealing with a complaint or grievance arising from the provisions of the Collective Agreement.

Any duly appointed representative of the Union, in the employment of the Gallery, shall have the privilege of attending meetings for the purpose of dealing with a complaint or grievance held within working hours without loss of remuneration.

7.04 Right of Fair Representation

- (a) The Union shall have the right at any time to have the assistance of representatives of The Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s), advisor(s) shall have reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.
- (b) Members of the Bargaining Unit shall have the right to Union representation from within the Bargaining Unit in any dealings with the Employer that may result in disciplinary action being taken against the employee. It is understood and agreed that the right to Union representation shall not be exercised during the usual or routine non-disciplinary discussions between supervisors and members of the Bargaining Unit.
- (c) Prior to discussions with the Employer that may result in discipline, the Union Steward, or one of the alternate Stewards, shall be notified no less than **one(1) hour written notice** prior to the meeting regarding the nature of the meeting.

7.05 The Employer will recognize a **Lead Steward** and two (2) alternate Stewards. The alternate Steward will be recognized by the Employer when the **Lead Steward** is absent.

- 7.06 The Employer recognizes the right of the Union to appoint a Negotiating Committee to negotiate amendments to this Agreement. The Committee shall consist of not more than three (3) employees. Such employees shall suffer no loss of wages for time spent in negotiations.
- The Employer shall not be liable for the pay of any Steward or alternate Steward or for any other member of any Union Committee provided for herein or for an employee represented by the Union when such person(s) is absent from work in the preparation for or attendance at arbitration hearings. Management will not unreasonably withhold permission to employees who may require time off work to prepare for and attend at arbitration hearings.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 All Grievances arising between employees and the Employer shall be dealt with as speedily and effectively as possible by co-operative effort on the part of both the Union and the Employer in accordance with the following procedure.
- 8.02 "Grievance" as used in this Agreement shall mean any misunderstanding or dispute between the Employer and the Union or one or more of the employees represented by the Union arising out of this Agreement.
- 8.03 When there is a group of employees (group Grievance) who have a Grievance, the grievors shall select one of the grievors to represent them at any or all stages of the Grievance procedure.
- 8.04
- (a) An employee or **their** representative, prior to filing a grievance under Article 8.05, must first discuss or attempt to discuss **their** complaint with their respective Manager within ten (10) working days following the day during which the circumstance giving rise to **their** complaint occurs or notice thereof first comes to **their** attention. Failing settlement within ten (10) working days following the day upon which the complaint was first made known to the Manager by the employee, the employee may file a grievance in accordance with Article 8.05.
 - (b) When a discharge or suspension is grieved, or a group of employees has a common Grievance (group Grievance), or the Union files a Policy Grievance, these Grievances shall be submitted in writing to the Director and/or **their** designate at Step II within six (6) working days upon which the complaint was first made known to the Director and/or **their** designate by the employee. The Director and/or **their** designate shall respond in writing on the Discharge, Suspension, Group Grievance or Policy Grievance within six (6) working days of receiving it.
 - (c) When a group of employees has a common Grievance (Group Grievance), or the Union files a Policy Grievance, these Grievances shall be submitted in writing to the Director and/or **their** designate at Step II

within six (6) working days upon which the complaint was first made known to the Director by the Group and/or Union. The Director and/or **their** designate shall respond in writing on the Group and/or Policy Grievance within six (6) working days of receiving it.

8.05 **(a) Step I**

An employee having a Grievance shall, either directly, or assisted by **their** Union Steward, submit the Grievance duly signed by the grievor, within ten (10) working days following the day upon which the circumstances giving rise to **their** Grievance occurs, or notice thereof first comes to **their** attention. The Director and/or **their** designate shall render **their** decision within ten (10) working days next following the receipt of the Grievance and deliver a copy to the employee and the Union Steward.

(b) Step II

- i. If the decision of the Director is not acceptable to the Union, the written decision of the Director may be appealed in writing by the Union to the Director of the Employer, or **their** designate, within four (4) working days of the date of receipt thereof by the Union steward.
- ii. The Director and/or **their** designate will arrange a meeting with the employee to consider the appeal and attempt a resolve. This meeting shall take place within ten (10) working days from the date the Director and/or **their** designate receive the written appeal. The Union steward and such other Union representatives as the employee may invite, shall be entitled to attend the meeting.
- iii. The Director or **their** designate shall render a decision in writing to the Union steward within ten (10) working days of the meeting.
- iv. In the event that the decision of the Director or **their** designate is unsatisfactory to the Union, the Union may submit the Grievance to Arbitration as provided in Article 9 of this Agreement.

8.06 The foregoing procedure shall be strictly adhered to by both parties, provided that any of the time limits imposed herein may be extended by mutual written agreement.

8.07 Grievances and responses to grievances shall be submitted in writing at all stages. Grievances shall make reference to the original complaint and shall contain a detailed statement of the relief sought.

8.08 **Mediation**

The parties agree and understand that for the term of this Agreement the following language shall form part of the Grievance/Arbitration process:

1. Either party, with the written agreement of the other party, may submit a Grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to Arbitration, Article 8.05. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
2. Grievance Mediation will commence within twenty-one (21) days of the Grievance being submitted to mediation, or longer period as agreed by the parties.
3. No matter may be submitted to Grievance Mediation, which has not been properly carried through the Grievance procedure, provided that the parties may extend the time limits fixed in the Grievance and Arbitration procedure by written mutual agreement.
4. The parties shall agree on a Mediator and in the event that no such agreement can be reached within the time frame specified above in #2, the matter will proceed under Article 9 of this Agreement.
5. Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
6. If possible, an Agreed Statement of Facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
7. The Mediator will have the authority to meet separately with either party.
8. If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a Grievance, which has been mediated, subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.
9. The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 9 - ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any questions as to

whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance procedure established in this Agreement, refer the dispute to an Arbitrator, provided written notice of the party's intention to refer the dispute to an Arbitrator is given to the other party within ten (10) working days after the Director's decision is received.

It is understood that if the parties attempt mediation pursuant to Article 8.08 herein, that written notice of the party's intention to refer the dispute to an Arbitrator must be given to the other party within ten (10) working days after the Grievance Mediation decision has been rendered.

- 9.02 The decision of the Arbitrator shall be final and binding upon the Employer and the Union and upon every employee within the bargaining unit affected by the decision. The Arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement.
- 9.03 The expense, if any, of the Arbitrator shall be divided equally between the Employer and the Union and shall be paid by them.
- 9.04 The parties shall have the right, by mutual written agreement, to change any time limit set forth in the above procedure.
- 9.05 If the Employer or the Union fails to meet the time limits set out in this Article and the Grievance Article 8, the Grievance shall be deemed ruled in favour of the other party.
- 9.06 Either party, with the written agreement of the other party, shall have a Board of Arbitration appointed.

ARTICLE 10 - SENIORITY

- 10.01 Definition – Seniority means length of service as an employee with the Art Gallery of Windsor, except when an employee has worked at any time on a part-time basis, the length of service will be calculated on the basis of eighteen hundred (1,800) hours being equal to one (1) year of service.
- 10.02 The recognized classifications of employment are as follows:
 - Art Rentals Officer
 - Assistant Shop Manager
 - Audience Engagement Coordinator
 - Senior Preparator
 - Assistant Preparator (formerly Preparator I and II)
 - Development Officer
 - Tour and Outreach Coordinator

Communications and IT Coordinator (formerly Information Coordinator)
Curatorial Coordinator
Maintenance I
Maintenance II
Maintenance PT
Membership Clerk PT
Receptionist/Typist
Registrar/Librarian
Sales Clerk PT
Studio Coordinator
Visitor Services and Membership Officer (formerly Security Officer I)
Visitor Services Officer (formerly Security Officer II & III)
Education and Public Programs Coordinator
**Senior Officer, Operations, Membership and Visitor Services
Coordinator, Digital Initiatives and Partnerships
Conservator/Assistant Preparator**

10.03 The recognized classifications of an employee within the bargaining unit are as follows:

- (a) A full-time probationary employee is an employee who is employed for the first time by the Employer and who has not completed ninety (90) working days of continuous employment. A probationary employee shall be covered by the terms of this Collective Agreement except **they** shall not have access to the Grievance procedure regarding seniority rights, discipline and/or discharge, and benefit plan coverages.
- (b) A part-time employee who is an employee who is employed by the Employer and is regularly scheduled for not more than twenty-four (24) hours per week. A part-time employee shall be considered on probation until they have completed two hundred and ninety (290) hours or ninety (90) working days of work with the Employer. Upon completion of such probationary period, part-time employees shall have their names placed on a seniority list with seniority measured from the date of hire.
- (c) A temporary employee is an employee who is employed for a fixed term not in excess of one hundred and eighty (180) calendar days of continuous employment, either on a full-time or part-time basis, with the exception of those individuals who are hired to cover a maternity/parental leave, in which case the fixed term shall not exceed three hundred and sixty five (365) calendar days of continuous employment. Should the temporary employee exceed the one hundred and eighty (180) calendar days (or three hundred and sixty-five (365) calendar days in the event of a maternity/parental leave), they shall automatically become a permanent employee and their names shall be placed on the seniority list with seniority measured from the date of hire.

- (d) **A casual call-in employee is an employee who is appointed to a classification by the employer on a casual and call-in basis for a period of not more than ninety (90) working days in a calendar year in the specific areas of Preparator Services and Visitor Services. Such an employee will work on an as needed basis and is not guaranteed a minimum number of hours or regular work schedule over a calendar year. It is understood that the scheduling requirements outlined in the Collective Agreement shall not apply to the "casual call-in" employee given the call-in nature of the work. It is understood that the casual call-in employee shall possess the qualifications, skill and ability to do the work identified herein.**

A casual call-in employee shall be considered on probation until they have completed two hundred and forty (240) hours or ninety (90) working days of employment with the Employer. Upon completion of such probationary period, the casual call-in employees shall have their names placed on a seniority list with seniority measured from the date of hire. Service for the casual call-in employees will be calculated on the basis of 1800 hours being equal to one year of service.

10.04 The Employer may also hire the following classification of employees who are not covered by any of the terms and conditions of this Agreement:

- (a) **A casual worker is an individual who is employed by the Employer in an area other than the Preparatory and Visitor Services for a period of not more than sixty (60) working days in any calendar year.**
- (b) **A subsidized temporary employee who is employed by the Employer pursuant to a special Federal or Provincial Government employment funding program for a fixed term up to but not in excess of twelve (12) continuous months. Such subsidized temporary employees shall be paid wages and benefits, which are determined by the program or the Employer.**

Subsidized temporary employees shall be laid off prior to employees with seniority and no subsidized temporary employee will be hired while an employee with seniority is laid off, unless mutually agreed between the Union and the Employer.

10.05 **Seniority lists shall be established for each recognized classification and shall contain the names of all employees within that classification and who are also within the bargaining unit. The seniority of an employee shall date from the first day of their employment within their recognized employment classification and each seniority list for each recognized classification shall contain the effective**

date of seniority for each employee listed therein. The seniority lists shall be prepared as of the date of certification of the Union and shall be brought up to date annually. Seniority lists shall be posted on a bulletin board when updated.

Seniority for part-time employees shall be calculated on the basis of hours worked as part-time employees.

10.06 An employee shall lose **their** seniority, and **their** employment shall be deemed to be terminated in the event:

- (a) **The employee** resigns.
- (b) **The employee** is discharged for just cause and is not reinstated through the Grievance or Arbitration procedure.
- (c) **The employee** is laid off for a period longer than twenty-four (24) months.
- (d) After a lay-off **the employee** fails to report for work within six (6) working days following receipt of notice by registered mail to do so. The aforesaid period of six (6) working days may be extended in the discretion and at the option of the Employer. It shall be the responsibility of the employee to keep the Employer informed of **their** current address.
- (e) **The employee** is absent from work in excess of three (3) working days without the prior written permission of the Employer, except in the case of certified illness, or other reasonable excuse accepted by the Employer.

10.07 In the event an employee is transferred to a position outside of the bargaining unit, **the employee** shall continue to accumulate seniority for the period of one (1) year, provided **the employee** returns to **their** former employment within the bargaining unit within the period of one (1) year from the date of transfer. In the event an employee is transferred outside the bargaining unit and does not return to **their** former employment within the bargaining unit within one (1) year from the date of **their** transfer, **the employee** shall retain **their** seniority accumulated to the date of transfer, but shall accumulate no further seniority and in the event that **the employee** returns to **their** former employment within the bargaining unit, **the employee** shall commence to again accumulate seniority from the date of **their** return which shall be in addition to the seniority **the employee** accumulated prior to **their** transfer. No employee shall be transferred to a position outside the bargaining unit without **their** consent.

10.08 When a part-time employee is transferred from part-time employment to full-time employment or vice-versa **their** seniority as a full-time employee shall be calculated on the basis of one (1) year equals eighteen hundred (1800) hours or vice-versa.

ARTICLE 11 - JOB POSTING AND PROMOTION

- 11.01 (a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall, if it determines to fill such vacancy or new position, post notice of the vacancy or position on a bulletin board for six (6) consecutive working days, and any employee may apply for such position in writing within such six (6) consecutive working days. Any employee who so applies shall be given the decision of the Employer in connection with the application within one (1) month, or such lesser time where possible from the date thereof.
- (b) No positions or jobs shall be declared redundant without prior consultation with the Union.
- (c) The Union will receive notice and reasons as to why the employer is amending the job description.
- 11.02 Notice shall contain information concerning the nature of the position, the qualifications desired, necessary knowledge and educational skills and salary range.
- 11.03 In making staff changes, transfers and promotions, appointments shall be based on the following factors:
- (a) skill and ability necessary to perform the requirements of the job,
- (b) skill, ability, and qualifications necessary to perform the **minimum** requirements of the job.
- 11.04 The successful applicant to be appointed to a job classification within the bargaining unit shall be on **probation** for a period of ninety (90) working days and upon completion of ninety (90) working days of satisfactory service in the new position, an employee shall be considered an employee within that recognized employment classification. In the event the successful applicant proves unsatisfactory in the position during the **probation** period, or if the employee is unable to perform the duties of the new job classification, **the employee** shall be returned to **their** former classification without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions may be required to return to **their** former classification and **their** return shall be without loss of seniority. An employee may elect to return to **their** former classification prior to the completion of the **probation** period.
- 11.05 Within fourteen (14) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the Employer's bulletin board. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

ARTICLE 12 - LAY-OFF AND RECALL PROCEDURE

A layoff shall be defined as a reduction of the employee's regular scheduled hours.

12.01 In the event of a layoff the Employer will first meet with the Union in order to discuss the layoff and its implications.

12.02 In the event of layoff or recall, employees shall be laid-off, retained or recalled to work on the basis of their seniority provided they have the skill, ability, and minimum qualifications necessary to perform the normal requirements of the job.

12.03 The Employer agrees to provide in writing to the employee/employees affected advance notice of lay-off as required by the Ontario Employment Standards Act as may be amended from time to time.

12.04 In the event of a lay-off, the following procedure shall apply;

- (a) The job classification, within which the layoff is to occur, will be identified.
- (b) Affected employee(s) shall be laid-off in inverse order of seniority.
- (c) An employee who has been identified for lay-off or has been displaced as a result of a lay-off shall be provided the following options, which must be exercised in writing within five (5) calendar days from written notice of lay-off or displacement.

OPTION I

Any employee who has been laid-off or displaced shall be entitled to displace an employee with less seniority provided they have the **qualifications, skills and abilities** necessary to perform the normal requirements of the job.

The displaced employee also has the right to displace according to the same procedure.

The employee will be paid the salary of the assumed position, at the level equivalent to the position the employee held within the former salary range. The employee in the new job classification will be on **probation** for a period of ninety (90) calendar days. In the event the Employer deems the employee to be unsatisfactory in the position during the **probation** period **the employee** shall be placed on lay-off. An employee may also elect to exercise a lay-off prior to the completion of a **probation** period.

OPTION II

Accepts the lay-off, subject to recall rights for a period of twenty-four (24) consecutive months during the term of this Collective Agreement.

- 12.05 Recall shall be in inverse order of lay-off to any position provided the employee has the qualifications, skill and ability to perform the available work.
- 12.06 Notice of lay-off and recall shall be sent by registered mail/courier with a copy sent to the Union. An employee issued notice of recall will have five (5) calendar days from receipt of such notice to respond in writing to the Art Gallery. However, in the event of a recall of a laid off employee to work three (3) or less shifts, as a result of a short-term absence of another employee, the laid off employee shall be advised of the shift by the Art Gallery by telephone and/or e-mail and the employee will have three (3) hours to respond. In the event that there is no response from the employee, the Art Gallery will have the right to continue to recall in inverse order of lay-off the next senior employee in order to offer the work opportunity until such time as the shift can be filled. The Art Gallery will notify the Union of these short-term shift recalls via e-mail.
- 12.07 Employee(s) shall be entitled to benefits as outlined in Article 13 for the month the lay-off occurs and for the following two (2) months.
- 12.08 No new employee shall be hired until all employees who possess the minimum qualifications, skill and ability to do the job have been given an opportunity of recall.

ARTICLE 13 - FRINGE BENEFITS

- 13.01 The Employer agrees to pay for all full-time employees (save and except any temporary or part-time employees) within the bargaining unit one hundred (100%) percent of the cost of:
- (a) Employee Health Tax
 - (b) Apoth-A-Care Plan #3 - as provided by Green Shield - \$1.00 co-pay on prescriptions and eliminate the coverage of anti-smoking drugs, \$2,000.00 lifetime maximum on vaccines and 50% co-pay on fertility drugs.
 - (c) Dental Care Plan Plus 2 provided by Green Shield amended to provide nine (9) month recall on regular check-ups.
 - (d) Life insurance provided by Great-West Life equal to one and one-half (1 ½) times annual salary to a maximum of thirty-five thousand (\$35,000.00) dollars, including accidental death, dismemberment, loss of sight benefits, together with a weekly indemnity of 66 2/3% of weekly income to the maximum allowable pursuant to the *Employment Insurance Act*, S.C. 2000.
 - (e) *Workplace Safety and Insurance Act*, 1997, c. 16.

- (f) Green Shield Vision Care to a maximum of two hundred (\$200.00) dollars every twenty-four (24) months.
- (g) Orthotics: Two hundred and fifty (\$250.00) dollars every three (3) years.
- (h) Chiropractic coverage to a maximum of five hundred (\$500.00) dollars per benefit year, which shall be processed on a per visit basis.
- (i) The parties agree to develop and maintain an Employee and Family Assistance Plan. All full-time employees will be eligible for assistance under the terms and conditions of the Plan.

13.02 The Employer agrees to match for all full-time and part-time employees (save and except any temporary employees) within the bargaining unit, the contribution of any such employee in the amount of five (5%) percent of **their** gross salary to a pension plan administered by **Canada** Life and available to such full-time and part-time employees who meet the eligibility requirements outlined in the pension plan.

13.03 Employees electing early retirement between the ages of sixty (60) and sixty-five (65) shall be entitled to Green Shield coverage as entitled in Article 13. The Employer shall pay sixty (60%) percent of the coverage cost with the employee paying the remaining forty (40%) percent.

13.04 If the Employer changes carriers to the above mentioned benefit plans, such plans shall be equal or better than the existing plans.

13.05 Regular part-time employees who have completed their probationary period shall receive ten (10%) percent of total earnings in lieu of benefits, paid bi-weekly along with their regular earnings. For the purpose of this Article, "total earnings" does not include prior payments under this Article or any vacation pay received.

ARTICLE 14 - HOURS OF WORK

14.01 (a) The normal work week for a maintenance employee shall be forty (40) hours in five (5) days, Sunday to Saturday, both inclusive.

(b) The hours of work for full-time Visitor Services & Membership Officers Visitor Services Officer shall be seventy (70) hours over a two week pay period.

(c) The work week for all other full-time employees, including full time employees on reduced hours, within the bargaining unit shall be thirty-five (35) hours in five (5) days, Monday to Friday, both inclusive.

- (d) The normal hours of work for part-time employees shall be no more than eight (8) hours per day and no more than twenty-four (24) hours per week. The scheduled hours of work for part-time employees, within the same classification, shall be equitably distributed with the greater seniority employee receiving more hours than an employee with less seniority.
- (e) An employee (save and except Visitor Services & Membership Officer and Visitor Services Officer) shall be permitted a paid rest period of fifteen (15) consecutive minutes in each four (4) hour period worked.
- (f) The provisions of this Article are intended only to provide a basis for calculating time worked and are not a guarantee as to hours of work per day, nor as to the hours of work per week, nor as a guarantee of working schedules.
- (g) Full time Visitor Services & Membership Officers and Full time Visitor Services Officers will be subject to the same break schedule pending the scheduled shift duration with pay.

For all other full-time and part-time employees and to include part-time Visitor Services & Membership Officers and Visitor Services Officers.

Shift Duration and the Length of Break

SHIFT LENGTH	BREAK SCHEDULE
4 - 4½ hours	15 minute break
5 - 6½ hours	½ hour break
7 hours	½ hour break & 15 minute break
8 hours	1 hour lunch & two (2) 15 minute breaks
11 hours	½ hour lunch, 1 hour supper and 15 minute break

- (h) It is understood that Visitor Services & Membership Officers and Visitor Services Officers are to remain on the Art Gallery premises during these lunch and break periods and may be called upon to perform duties at these times, in which case the Visitor Services Officers will be given the balance of their breaks or lunch period as soon thereafter as is reasonably practicable.
- (i) Work schedules of two (2) weeks duration, shall be posted at least two (2) weeks in advance. Should the Employer need to cancel a previously scheduled shift, and should the Employer not provide the employee at least twenty-four (24) hours notice, the employee shall be paid for three (3) hours at their regular rate as compensation.

- (j) The Employer agrees that an employee who has left the Art Gallery premises and who is notified to report for work and who reports to work outside **their** normal scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at their straight time hourly rate. For purposes of clarity, this shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift or to employees who work at a time immediately following their normal shift. In these circumstances Article 15 shall apply.

14.02 **Call-ins**

The parties agree that a call-in list will be developed and maintained by the Employer. Call-ins will begin with the most senior part-time employee who is not scheduled to work the maximum amount of hours (ie. 24 hours per week), provided the hours offered will not exceed the maximum amount of hours that such overtime will apply, in which case the Manager or designate will have the right to contact the next senior part-time employee in order to offer the work opportunity, provided the employee possesses the skill, ability, and minimum qualifications to do the work assigned/scheduled.

The Manager of designate calling would attempt to contact that individual, and offer the work opportunity. If the individual could not be contacted, or declined the call, the work opportunity would be offered to the next senior person. Once the opportunity is accepted, the next opportunity is offered to the next senior person, until the bottom of the list is reached. The call-In then returns to the top of the seniority list and continues to progress in the same fashion.

ARTICLE 15 - OVERTIME

- 15.01(a) All approved hours worked by full time Visitor Services & Membership Officers and Visitor Services Officers in excess of thirty-five (35) hours per week shall be deemed to be overtime, at the rate of time and one-half (1½) the normal rate or time off equal to time and one-half (1½), for work currently being paid to the employee providing the overtime work.
- (b) All approved hours worked by part time employees in their own home classification in excess of the normal hours per day or week shall be deemed to be overtime, at the rate of time and one-half (1½) the normal rate or time off equal to time and one-half (1½), for work currently being paid to the employee providing the overtime work.
- (c) For all other employees, all approved time worked in excess of the employee's normal work week as referenced in Article 14.01 (c), shall be deemed to be overtime, at the rate of time and one-half (1½) the normal

rate or time off equal to time and one-half (1½), for work currently being paid to the employee providing the overtime work.

- (d) For the purpose of calculating overtime pay, an employee's normal rate for work means the employee's hourly base rate or the average rate due to the employee in that pay period.
- (e) Employees who accept and/or agree to overtime hours of work shall be allowed to take time off work in lieu of overtime payment at a time mutually agreed upon **in writing**. No employee shall be allowed to accumulate more than five (5) days of overtime for the purpose of taking time off work in lieu of payment. Where an employee takes time off work in lieu of overtime payment, it shall be on the basis of one and one-half (1½) hours off for each one (1) hour overtime worked. Employees will not be required to take time off in lieu of overtime compensation. No employee shall be allowed more than two (2) days off at any one time. Overtime shall be on a voluntary basis, any employee who chooses to not work overtime shall not be disciplined or coerced as a result of such refusal.
- (f) Should any employee be required to work less than one (1) hour and more than fifteen (15) minutes in overtime, they shall be paid for no less than one (1) hour at one and one-half (1½) the normal rate of pay.

Should an employee be required to work less than one (1) hour and more than fifteen (15) minutes beyond the employee's scheduled shift which is not overtime, they shall be paid for one (1) hour at their normal rate of pay.

- (g) Notwithstanding Article 15.01(b), in the event that a part-time employee works in **their** own home classification and one or more other classification(s), and **their** total weekly hours exceed **their** normal hours, then the part-time employee shall be paid the regular rates for each of the hours worked in **their** own and the other classification(s), unless the total hours worked in all classifications totals more than forty-four hours in the week and overtime becomes applicable pursuant to the provisions of the *Employment Standards Act, 2000*.
Overtime in this instance shall be calculated on the basis of the wage rate for the other classification(s) and the hours worked in the other classification(s) over forty-four hours in the week.
Notwithstanding the hours worked as outlined above, the status of the employee remains part-time for all purposes, except overtime as outlined above.
- (h) No Employee shall commence overtime hours unless such overtime work has been authorized in advance by the employee's manager, or in their absence, any other manager.

15.02 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

15.03 Overtime within a classification of employment shall be divided equally among employees within that classification of employment who are qualified to perform the work available.

An employee who refuses overtime work for any reason when overtime is being distributed, shall be charged with the overtime hours so scheduled.

An employee who has accepted an overtime assignment and fails to report to work, shall be charged with the overtime hours so scheduled.

ARTICLE 16 - HOLIDAYS

16.01 The Employer recognizes the following as paid holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Dominion Day	Civic Holiday (August)
Labour Day	Thanksgiving Day
Remembrance Day	4 hours on the day prior to Christmas Day
Christmas Day	4 hours on the day prior to New Year's Day
Boxing Day	Family Day

16.02 An employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one day's pay. Any employee who is scheduled to work shall be paid at the rate of time and one-half (1½) plus another day off with pay, in lieu of holiday pay, at a time mutually agreed to between the employer and employee.

16.03 When any of the above-noted paid holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed to between the Employer and the employee.

16.04 In order to qualify for holiday pay, an employee shall work on each of the scheduled working days immediately preceding and immediately following the holiday concerned unless an employee was absent due to:

- (a) verified illness or accident;
- (b) lay-off for a period not exceeding ten (10) calendar days inclusive of the holiday;
- (c) vacation granted by the Employer;

- (d) approved leave of absence for a period not exceeding ten (10) calendar days, inclusive of the holiday.

16.05 Part-time employees will be entitled to those holidays listed in Article 16.01. Holiday pay shall be calculated pursuant to the provisions of the *Employment Standards Act, 2000*.

ARTICLE 17 - VACATIONS

17.01(a) Full-time employees shall receive vacation with pay based on the following schedule:

After six (6) months of employment	1 week during current calendar year
After 1 year of employment	2 weeks (if one week hasn't been taken)
After 2 years of employment	2 weeks plus 2 days
After 3 years of employment	3 weeks
After 8 years of employment	4 weeks
After 11 years of employment	1 day for each additional year of Employment up to 15 years
After 15 years of employment	5 weeks
After 20 years of employment	6 weeks
After 25 years of employment	7 weeks
After 30 years of employment	8 weeks

***For the purposes of clarity, let it be known that 1 week is defined as being equal to 5 working days.

- (b) Notwithstanding the above, all full-time employees hired after January 1, 2014 will have their vacation entitlement capped at six (6) weeks for employment beyond **twenty (20)** years of service.

17.02 If a paid holiday falls or is observed during an employee's vacation period, **the employee** shall be allowed an additional vacation day with pay at the conclusion of **their** vacation entitlement.

17.03 An employee prior to using **their** vacation, is entitled to a proportionate payment of salary or wages in lieu of such vacation, upon ceasing to be an employee of the Art Gallery.

17.04 For part-time employees vacation time shall be in accordance with the Employment Standards Act, 2000. Part-time employees shall receive **four percent (4%)** vacation pay. Part-time employees with five (5) or more years of service shall receive **six percent (6%)** vacation pay.

In the event that a part-time employee requests vacation time off, it is understood as follows:

- (i) The Employer shall make every effort to try to accommodate the employee's request for time off, but it is understood that the Employer shall ultimately determine whether such time off can be scheduled without negatively impacting the efficiencies of the Art Gallery;
- (ii) The Employer shall pay the part-time employee **their** vacation pay that accrues once per year in a lump sum on the last pay cycle at the end of June of every calendar year;
- (iii) Part-time employees shall not be permitted to carry over any unused vacation time; and,
- (iv) Newly hired part-time employees shall not be eligible to take vacation time off within the first twelve (12) months of service. Vacation time shall, however, be completed no later than ten (10) months after the end of the first vacation entitlement year.

17.05 Employees shall be permitted to take individual vacation days to a maximum of five (5) days in a calendar year, with prior approval.

17.06 The vacation reference period will be from the employee's anniversary date of hire, based on vacation time the employee is eligible for on the anniversary date of that year.

17.07 In order to allocate and/or schedule vacation requests on a seniority and time-of-request basis, the following procedure will apply:

- (a) a full-time or part-time employee will complete the requisite Vacation Request and Approval Form and submit the Form to **their** supervisor at least thirty (30) days in advance of the requested vacation time unless there is an extenuating circumstances;
- (b) the Employer will authorize the request no later than fourteen (14) days following receipt of the Vacation Request and Approval Form, provided no other employee with greater seniority has requested the same time, and such scheduling would compromise or otherwise disrupt the efficiency of the Employer's operations;

- (c) any employee who submits a Vacation Request and Approval Form with less than the requisite thirty (30) day advance notice referenced in subparagraph (a) above will be deemed to have waived **their** priority by seniority and vacations will be granted on a first come first serve basis;
- (d) upon certain request employees shall be entitled to carry no more than one (1) week of vacation into the following year.

17.08 An employee with unused vacation transferring from full time to part time due to a layoff, shall be entitled at the employee's option, to:

- (a) be paid the proportionate payment of salaries and wages in lieu of such vacation, or
- (b) bank unused/unpaid vacation until such time as the employee returns to full time work.

ARTICLE 18 - SICK LEAVE

18.01 For full-time employees, an allowance of one and one-half (1½) days per month of service is granted for sick leave for which salary is paid. These days may accumulate up to ninety (90) working days and in no event shall sick leave days accumulate beyond ninety (90) working days.

18.02 A medical certificate may be required at the discretion of the Director.

18.03 In the event of illness or injury necessitating absence beyond the allowance accumulated, no salary will be paid for the excess days absent.

18.04 Sick leave allowance shall not be used for any other purpose than absence due to illness or injury.

18.05 Part-time employees are not covered by the sick leave as outlined in Article 18.01.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Upon written request submitted at least fifteen (15) days prior to the requested leave, leave of absence without pay and without loss of seniority shall be granted to not more than one (1) employee elected or appointed to represent the Union at a Union function or seminar. Such leave of absence for such purpose shall not exceed a total of twelve (12) working days in any one (1) calendar year.

19.02 (a) An employee shall be granted five (5) regularly scheduled consecutive work days leave, in conjunction with the day of the funeral/memorial without loss of wages and benefits in the case of the death of a parent, spouse or child.

- (b) An employee shall be granted three (3) regularly scheduled consecutive work days leave, in conjunction with the day of the funeral/memorial without loss of wages and benefits in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, step-father, step-mother, son-in-law, daughter-in-law or a relative who is residing in the same household as the employee.

If the burial/memorial is postponed, one (1) day can be used at that time.

- (c) An employee shall be granted one (1) regularly scheduled work day leave, in conjunction with the day of the funeral/memorial without loss of wages and benefits in the case of the death of an aunt, uncle, niece or nephew.
- (d) Additional unpaid time not to exceed three (3) working days shall be granted upon request for the aforementioned bereavement purposes.
- (e) An employee shall be granted one (1) regularly scheduled day with pay in the case of the death of a co-worker. The granting of this day shall not impede the operations of the employer.

19.03 **Pregnancy and Parental leave**

- (a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks preceding the expected birth date, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration, which leave may begin earlier than seventeen (17) weeks prior to the expected birth date of the child.

The employee shall give written notice two (2) weeks prior to the date upon which **they** intend to commence the pregnancy leave and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If an employee stops working because of complications caused by **their** pregnancy, the notice and certificate referred to above shall be provided within two (2) weeks of stopping work.

The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the date that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth. An employee may end the pregnancy leave by giving the Employer at least four (4) weeks written notice of the day **they** intend to return.

- (b) An employee who has been employed by the Employer for at least thirteen (13) weeks and who has become a parent either through the birth of their child or the coming of the child into the custody, care and control of the employee for the first time, is entitled to, up to thirty-five (35) weeks parental leave if the employee took pregnancy leave and up to thirty-

seven (37) weeks parental leave otherwise. Parental leave for an employee who did not take pregnancy leave must commence within fifty-two (52) weeks of the day the child was born or comes into the custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the custody care and control of the parent by that time. An employee must give two (2) weeks notice of the commencement of parental leave unless the child comes into the custody, care and control of the employee sooner than expected, in which case, notice must be given to the Employer within two (2) weeks of stopping work. An employee may end parental leave by providing at least four (4) weeks written notice of the day **they** intend to return.

- (c) When an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks notice.

Where notice to end a pregnancy or parental leave has been given, that notice may be changed if the employee gives at least four (4) weeks written notice.

- (d) Employees will be enrolled and/or continue to be enrolled in the employee benefit programs as set out in the Collective Agreement, unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions, if any, to such premium based benefit programs. The Employer will continue to contribute its share of any premiums for such benefits while the employee is absent on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premiums for the employee benefit programs set out in the Collective Agreement, may make such arrangements with the Employer that are mutually satisfactory, but failing such arrangements, the employee shall make such payments by postdated cheques.

When an employee gives notice that they do not wish to pay their portion of the premiums for the employee benefit programs set out in the Collective Agreement, coverage will be discontinued. The re-enrollment of the employee upon their return to work shall be carried out in accordance with the requirements of the insurance plan and the carrier.

- (e) An employee will continue to accumulate seniority during pregnancy leave and/or parental leave.

Where seniority is calculated based on hours worked, then the calculation will be based on the average of hours worked during the four (4) complete pay periods immediately preceding the pay period in which the leave commenced.

- (f) Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to a comparable position, if it does not, the reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater.

19.04 Leave of absence without loss of pay or seniority shall be granted to an employee who is required to serve as a juror or who is required by subpoena to act as a witness in any Court proceeding. The employee shall remit to the Employer such monies as are received by **them** for serving as a juror or witness, save and except that **the employee** may retain any sum of money paid to **them** as a travel allowance. The employee is required to provide immediate notification to the Employer upon receipt of summons to serve as a juror or who is required by the subpoena to act as a witness in any Court proceeding.

19.05 Leave of absence without pay for legitimate personal reasons may be granted by the Employer upon written request made by the employee three (3) weeks prior to time of leave. The Employer shall respond to the request within one (1) week of receipt of the request and such request shall not be unreasonably denied.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 The Employer shall pay wages bi-weekly on Thursday for the actual hours worked in accordance with Schedule "A" attached hereto and forming part of this Agreement. On such pay day each employee shall be provided with an itemized statement of **their** wages and other supplementary pay and deductions.

20.02 (a) Where an employee is required to perform duties of a higher ranking position for a period of not less than two (2) consecutive working days, such employee shall be paid the rate in the higher ranking position, that is, next above the employee's own rate for all time worked in the higher position.

- (b) Employees at the top rate of the Preparator or Maintenance I classification, shall automatically after six (6) months begin progression through the Preparator II and Maintenance II wage scale.

20.03 When an employee is assigned, in accordance with the terms of this Collective Agreement, to a position paying a lower rate, **their** rate shall not be reduced.

- 20.04 The Employer shall pay the cost of an academic or technical course approved by the Director, providing the course is successfully completed by the employee.
- 20.05 Effective sixty (60) days after ratification the employer shall reimburse Visitor Services & Membership Officer and Visitor Services Officers the total amount of eighty dollars (\$80.00) annually to cover the cost of associated fees and registration as required by the Licensing Body.

Each year thereafter the Employer will pay the annual registration cost according to the requirements of the Licensing Body.

- 20.06 The Employer agrees to conduct a review of the Art Gallery's job descriptions once every two (2) years for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union within six (6) months following the date of signing of the within Collective Agreement, and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days of receipt of the job descriptions from the Employer. If such objection cannot be resolved, the issue may be subject to Grievance and Arbitration.

Clarity Note: For purposes of clarification, the parties agree that the most recent job description review having been duly completed by the Art Gallery of Windsor effective January 2014, following an initial three year period (i.e. the next review to be completed effective January 30, 2017), all subsequent job description reviews shall be conducted once every two years thereafter.

- 20.07 The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. When duties of any job are changed substantially, or when a job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the re-classification and/or the rate of pay for the job in question, such dispute shall be submitted to Grievance and Arbitration for determination. The new rate of pay shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

20.08 **UNIFORMS (VISITOR SERVICES & MEMBERSHIP OFFICERS AND VISITOR SERVICES OFFICERS)**

The Employer will reimburse, upon receiving proof of purchase, to all permanent full-time Visitor Services & Membership Officers and Visitor Services Officers with the cost for blazers and pants, as a prescribed uniform, during the term of this Collective Agreement, at a cost not to exceed \$350.00, and to all permanent part-time Visitor Services & Membership Officers and Visitor Services Officers, the cost for blazers and pants, as a prescribed uniform, during the term of this Collective Agreement, at a cost not to exceed \$250.00, and will, during the term

of this Collective Agreement, repair, clean and/or replace for any employed officer any blazer or pant that reasonably requires repair, cleaning and/or replacement.

Safety Shoes (Preparators & Maintenance)

The Employer will provide all permanent Preparators and Maintenance employees with a safety shoe allowance up to a cap of **three hundred dollars (\$300)** total every three (3) years, commencing with the effective date of the current Collective Agreement in January **2025**.

Preparators & Maintenance employees will be required to wear safety shoes at all times with a minimum of Grade 1 toe protection.

It is understood that the safety shoes are to be used for Art Gallery of Windsor purposes only and as such are to be left on the employer's premises when not in use.

Winter Coat

The Employer will provide a winter coat to be maintained on the Employer's premises to be used by Employees performing outside work.

20.09 SHIFT PREMIUM

- (a) An employee who works on Monday through Sunday evenings shall be entitled to an evening premium of fifty cents (50¢) per hour for all the hours worked from 5:00 p.m. to the end of the employees shift, provided **the employee** works a minimum of 30 minutes after 5:00pm.

In addition to shift premium, fifty (50) cents per hour will be paid as a weekend premium for all hours worked on Sunday.

- (b) No premium shall be paid in addition to any overtime paid for evening or Sunday work.

20.10 CALL-IN ALLOWANCE

The Employer agrees that an employee who has left the Art Gallery premises and who is notified to report for work and who reports for work outside **their** normal scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at **their** regular straight time hourly rate. For purposes of clarity, this shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift or to employees who work at a time immediately following their normal shift.

20.11 REPORTING ALLOWANCE

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

20.12 RESPONSIBILITY ALLOWANCE

The most senior Visitor Services & Membership Officer and/or Visitor Services Officer on duty shall be paid a responsibility allowance of sixty (60) cents per hour for all hours worked after 5:00pm Monday to Friday and all hours worked on Saturday and Sunday.

ARTICLE 21 - TERM

21.01 This agreement shall be binding and remain in effect (save and accept where it is expressly stated to be effective on some other date) from January 1, **2025** to December 31, **2028**, and shall continue to be effective from year to year thereafter unless either party gives to the other part notice in writing within ninety (90) days prior to the 31st day of December **2028**.

21.02 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement

ARTICLE 22 - HEALTH AND SAFETY

22.01 The Employer and the employees will co-operate to ensure a healthy work environment and safe working conditions for all employees and ensure compliance with the *Occupational Health and Safety Act* of Ontario.

22.02 A Joint Health and Safety Committee shall be maintained with equal representation between the Employer and employees and shall meet as necessary but not less than once every three (3) months.

22.03 The Employer shall not knowingly introduce or use hazardous substances in the workplace for which a product data sheet has not been obtained. Product data sheets shall be provided on existing products.

22.04 The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident or occurrence of an occupational disease that occurred at the work site in the previous month.

- 22.05 (a) Members of the Health and Safety Committee shall conduct an inspection of the work site at least once per month. No restrictions shall be placed on this inspection.
- (b) In the event of an accident requiring attention by a medical doctor or an occupational health problem, a Union member of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence.
- 22.06 The Employer shall assure that employees are properly trained and instructed in safe working procedures as defined in the *Occupational Health and Safety Act of Ontario*.
- 22.07 Union members of the Health and Safety Committee shall be granted time off from work with no loss of seniority or earnings to attend up to three (3) educational courses/seminars per year by government agencies or the Union for instruction and upgrading of health and safety matters, to a maximum of three (3) days in any calendar year per Union member of the Committee.

22.08 **DIGITAL WORKSPACE ACCESS**

All employees are granted access to the Gallery's Office 365 portal, Global shared calendar, and an artwindsoressessex email address.

ARTICLE 23 – MANDATORY VULNERABLE SECTOR CHECK

- 23.01 The Employer in order to maintain a safe and reputable Gallery requires each employee to complete a mandatory Vulnerable Sector Check (Police Clearance). The Employer agrees to reimburse the employee for the reasonable costs associated with this sector check, upon receiving proof of purchase and the embossed Vulnerable Sector Check form. Under the terms of the collective agreement the Employer each year thereafter will pay the annual cost to maintain this requirement. This requirement is due sixty (60) days after ratification for each employee under the bargaining unit.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and corporate seal duly attested by the hands of its and their proper officers on their behalf respectively.

Dated this 7 day of February, 2025.

THE ART GALLERY OF WINDSOR

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL UNION
NO. 2067.2**



Jennifer Matotek (Feb 7, 2025 11:06 EST)



Thomas Boucher (Feb 9, 2025 09:04 EST)



Sophie Hinch (Feb 18, 2025 17:48 EST)



Spencer Montcalm (Feb 8, 2025 15:39 EST)



Sandy Palva (Feb 7, 2025 11:49 EST)

SCHEDULE "A"

	Effective January 1, 2025			Effective January 1, 2026			Effective January 1, 2027			Effective January 1, 2028		
	3%			3%			3%			3.25%		
	Start	6 months	1 year	Start	6 months	1 year	Start	6 months	1 year	Start	6 months	1 year
Art Rentals Officer	\$21.92	\$22.94	\$24.04	\$22.58	\$23.63	\$24.76	\$23.26	\$24.34	\$25.50	\$24.02	\$25.13	\$26.33
Asst Shop Manager	\$19.90	\$20.86	\$21.83	\$20.50	\$21.49	\$22.48	\$21.12	\$22.13	\$23.15	\$21.81	\$22.85	\$23.90
Audience Engagement Coordinator	\$26.35	\$27.67	\$28.99	\$27.14	\$28.50	\$29.86	\$27.95	\$29.36	\$30.76	\$28.86	\$30.31	\$31.76
Senior Preparator	\$26.35	\$27.67	\$28.99	\$27.14	\$28.50	\$29.86	\$27.95	\$29.36	\$30.76	\$28.86	\$30.31	\$31.76
Assistant Preparator I	\$21.92	\$22.94	\$24.04	\$22.58	\$23.63	\$24.76	\$23.26	\$24.34	\$25.50	\$24.02	\$25.13	\$26.33
Assistant Preparator II	\$24.88	\$26.10	\$27.35	\$25.63	\$26.88	\$28.17	\$26.40	\$27.69	\$29.02	\$27.26	\$28.59	\$29.96
Development Officer	\$28.20	\$29.60	\$31.04	\$29.05	\$30.49	\$31.97	\$29.92	\$31.40	\$32.93	\$30.89	\$32.42	\$34.00
Tour and Outreach Coordinator	\$21.92	\$22.94	\$24.04	\$22.58	\$23.63	\$24.76	\$23.26	\$24.34	\$25.50	\$24.02	\$25.13	\$26.33
Communications and IT Coordinator	\$25.10	\$26.36	\$27.60	\$25.85	\$27.15	\$28.43	\$26.63	\$27.96	\$29.28	\$27.50	\$28.87	\$30.23
Curatorial Coordinator	\$25.10	\$26.36	\$27.60	\$25.85	\$27.15	\$28.43	\$26.63	\$27.96	\$29.28	\$27.50	\$28.87	\$30.23
Maintenance I	\$19.03	\$19.97	\$20.86	\$19.60	\$20.57	\$21.49	\$20.19	\$21.19	\$22.13	\$20.85	\$21.88	\$22.85
Maintenance II	\$20.80	\$21.78	\$22.80	\$21.42	\$22.43	\$23.48	\$22.06	\$23.10	\$24.18	\$22.78	\$23.85	\$24.97
Maintenance PT	\$17.39	\$18.24	\$19.02	\$17.91	\$18.79	\$19.59	\$18.45	\$19.35	\$20.18	\$19.05	\$19.98	\$20.84
Membership Clerk PT	\$21.92	\$22.94	\$24.04	\$22.58	\$23.63	\$24.76	\$23.26	\$24.34	\$25.50	\$24.02	\$25.13	\$26.33
Receptionist/Typist	\$21.41	\$22.44	\$23.48	\$22.05	\$23.11	\$24.18	\$22.71	\$23.80	\$24.91	\$23.45	\$24.57	\$25.72

Registrar/Librarian	\$27.35	\$28.73	\$30.10	\$28.17	\$29.59	\$31.00	\$29.02	\$30.48	\$31.93	\$29.96	\$31.47	\$32.97
Sales Clerk PT	\$15.24	\$15.91	\$16.63	\$15.70	\$16.39	\$17.13	\$16.17	\$16.88	\$17.64	\$16.70	\$17.43	\$18.21
Studio Coordinator	\$21.92	\$22.94	\$24.04	\$22.58	\$23.63	\$24.76	\$23.26	\$24.34	\$25.50	\$24.02	\$25.13	\$26.33
Visitor Services and Membership Officer	\$21.19	\$22.18	\$23.16	\$21.83	\$22.85	\$23.85	\$22.48	\$23.54	\$24.57	\$23.21	\$24.31	\$25.37
Visitor Services Officer II	\$18.57	\$19.41	\$20.27	\$19.13	\$19.99	\$20.88	\$19.70	\$20.59	\$21.51	\$20.34	\$21.26	\$22.21
Visitor Services Officer III	\$14.47	\$15.07	\$15.70	\$14.90	\$15.52	\$16.17	\$15.35	\$15.99	\$16.66	\$15.85	\$16.51	\$17.20
Education and Public Programs Coordinator	\$26.35	\$27.67	\$28.99	\$27.14	\$28.50	\$29.86	\$27.95	\$29.36	\$30.76	\$28.86	\$30.31	\$31.76
Senior Officer, Operations, Membership and Visitor Services	\$21.92	\$22.94	\$24.04	\$22.58	\$23.63	\$24.76	\$23.26	\$24.34	\$25.50	\$24.02	\$25.13	\$26.33
Coordinator, Digital Initiatives and Partnerships	\$26.35	\$27.67	\$28.99	\$27.14	\$28.50	\$29.86	\$27.95	\$29.36	\$30.76	\$28.86	\$30.31	\$31.76
Conservator/Assistant Preparator	\$26.35	\$27.67	\$28.99	\$27.14	\$28.50	\$29.86	\$27.95	\$29.36	\$30.76	\$28.86	\$30.31	\$31.76

The Employer agrees that it will increase wage rates as necessary to ensure that they comply with the prevailing minimum wage rate.

Note 1: The Employer and the Union agree that any future Security Officer II shall be classified as a Security Officer I fifteen (15) months from the date of hire.

Note 2: Notwithstanding Note 1 above, the Employer and the Union agree that credit for work experience in the Security Officer III classification shall be recognized at the time as Security Officer transfers to a Security Officer I or II position.

At the time of such transfer, credit shall be given to reflect the following:

- (i) If a Security Officer has more than two (2) years continuous employment with the Employer in the Security Officer III classification, the employee's wage rate shall be correspondingly adjusted to reflect the once (1) year wage rate for the Security Officer I classification; or
- (ii) If a Security Officer has more than one (1) year but less than two (2) years continuous employment with the Employer in the Security Officer III classification, the employee's wage rate shall be correspondingly adjusted to reflect the one (1) year wage rate for the Security Officer II classification.

RETROACTIVITY

Increases in wage rates shall be retroactive and paid as and from January 1, 2025 to all employees in the bargaining unit as of the date of execution of the collective agreement.

Any employee during the term of this agreement who has ceased to be an employee before the execution of the collective agreement shall have a period of thirty (30) days only from the execution of the collective agreement in which to claim from the company any adjustment to **their** remuneration.

The company shall be responsible to contact in writing at the last known address any employee who has since left its employ to advise **them** of **their** entitlement to any retroactive adjustments within fifteen (15) days of the execution of the collective agreement with a copy of the notice sent to the Union. Unless otherwise specified all other terms shall be effective as and from the date of ratification.

Retroactivity shall be paid within three (3) full pay periods following notification of ratification.

SCHEDULE A-I

Arts Rentals Officer
Assistant Shop Manager
Audience Engagement Coordinator
Senior Preparator
Assistant Preparator (formerly Preparator I and II)
Development Officer
Tour and Outreach Coordinator
Communications and IT Coordinator (formerly Information Coordinator)
Curatorial Coordinator
Maintenance I
Maintenance II
Maintenance PT
Membership Clerk PT
Receptionist/Typist
Registrar/Librarian
Sales Clerk PT
Studio Coordinator
Visitor Services & Membership Officer (formerly Security Officer I)
Visitor Services Officer (formerly Security Officer II & III)
Education and Public Programs Coordinator
**Senior Officer, Operations, Membership and Visitor Services
Coordinator, Digital Initiatives and Partnerships
Conservator/Assistant Preparator**

LETTER OF UNDERSTANDING

between

THE ART GALLERY OF WINDSOR

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2067.2

Re: Flex Time

The Employer shall give consideration to a request from an employee for a flexible work schedule in order to meet individual needs. A flexible work schedule shall be considered on the following basis:

- a) The need for adequate, and a balance of qualified staff during hours of public service without any increase in cost for employee services.
- b) That the conditions for the hours of work in this Agreement may be adjusted to accommodate a flexible work schedule. The terms of the adjustments to the hours of work shall be forwarded to the Local Union.
- c) An employee may cease a flexible work schedule upon two weeks notice.
- d) The specific adjustments, if required, for vacation leave, sick leave, etc., will be provided in a letter to the employee with a copy to the Local Union.
- e) A flexible work schedule will not be implemented if it adversely affects other employees in the work unit.

Dated and signed on the 7 day of February 2025.

THE ART GALLERY OF WINDSOR

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL UNION
NO. 2067.2**



Jennifer Matotek (Feb 7, 2025 11:06 EST)



Thomas Boucher (Feb 9, 2025 09:04 EST)



Nadia Ekeky (Feb 18, 2025 17:48 EST)



Sophie Hinch



Spencer Montcalm (Feb 8, 2025 15:39 EST)



Sandy Palva (Feb 7, 2025 11:49 EST)

LETTER OF UNDERSTANDING

between

THE ART GALLERY OF WINDSOR

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2067.2

Re: Review of Wages

The AGW agrees that during the term of this contract that, should there be a positive change in the Gallery's financial situation that yields a sustainable and surplus budget scenario, the AGW would be agreeable to meeting with CUPE for the purposes of discussing and negotiating possible wages increases further to those already agreed to in Schedule A of this collective agreement.

Dated and signed on the 7 day of February 2025.

THE ART GALLERY OF WINDSOR

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL UNION
NO. 2067.2**



Jennifer Matotek (Feb 7, 2025 11:06 EST)



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LETTER OF UNDERSTANDING

between

THE ART GALLERY OF WINDSOR

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2067.2

Re: Social Media

Any and all social media that was opened under the name of any employee will cease to exist immediately. If the Employer chooses to have any type of social media account, the Employer will be the administrator.

Dated and signed on the 7 day of February 2025.

THE ART GALLERY OF WINDSOR

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL UNION
NO. 2067.2**



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