

The Clarington Museum and Archives  
And  
Canadian Union of Public Employees  
And Its Local 74-03

**The Clarington Museum & Archives Collective Agreement 2018 - 2020**

## Clarington Museum and Archives Collective Agreement 2018 – 2020 Table of Articles

Article 1 – Purpose .....	2
Article 2 - Scope .....	2
Article 3 – Management Rights .....	5
Article 4 – Union Dues .....	5
Article 5 – No Strikes or Lockouts .....	6
Article 6 – No Discrimination and Coercion .....	6
Article 7 – Grievance Procedure .....	6
Article 8 – Arbitration .....	7
Article 9 – Management Grievances .....	8
Article 10 – Union Committee & Representation .....	8
Article 11 - Seniority .....	9
Article 12 – Probationary Employees .....	9
Article 13 – Loss of Seniority .....	10
Article 14 – Seniority Applied to Promotion or Transfer .....	10
Article 15 – Basis for Layoff – Service Level Adjustment .....	11
Article 16 – Job Posting .....	11
Article 17 – Leave Of Absence for Full Time Positons Covered By The Collective Agreement.....	12
Article 18 – Health and Safety .....	15
Article 19 – Benefit Plan .....	15
Article 20 – Short Term Sick Leave Plan.....	18
Article 21 – Vacations .....	19
Article 22 – Paid Holidays .....	22
Article 23 – Hours of Work and Overtime .....	23
Article 24 – Mileage .....	25
Article 25 – Pay Period .....	25
Article 26 – Temporary Assignments .....	25
Article 27 – Bulletin Boards.....	25
Article 28 – Termination or Amendment.....	25
Schedule A .....	27
Letter of Understanding – Complement of Staff .....	28
Letter of Understanding – Full Time Museum Clerk .....	29
Letter of Understanding – Marketing & Volunteer Coordinating Position .....	30
Letter of Understanding – Job Evaluation .....	31
Letter of Understanding – Package to Settle .....	32

Expiry Date: December 31, 2020

## Collective Agreement

Between:

Municipality of Clarington Museum and Archives  
(hereinafter referred to as "the Employer")  
Of The First Part

And

The Canadian Union of Public Employees & Its Local 74 – 03  
(hereinafter referred to as the "Union")  
Or The Second Part

**Whereas** the purpose of this agreement is to provide lawful and orderly collective bargaining relations between the Employer and its employees covered by this agreement, through the Union, to secure prompt disposition of grievances, to eliminate interruption of work, and interference with efficient operations of the Employer's business, and to maintain fair wages, hours and working conditions for the said employees, all as set forth in this agreement.

**Now Therefore** the parties hereto hereby agree as follows:

### **Article 1 – Purpose**

- 1.1 The general purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its employees, who are represented by the Union, and to provide for the prompt, fair and equitable disposition of grievances, and to establish mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

### **Article 2 - Scope**

- 2.1 This agreement shall apply to employees of the Clarington Museum and Archives in the Municipality of Clarington save and except Curator and Executive Director.

2.2 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit as defined above.

2.3 Supervisors or non-affiliated staff whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, emergencies, or when regular employees are not available.

2.4 a) Regular Full-Time employees shall mean those employees regularly working an average of thirty-five (35) hours per week.

b) Regular Part-Time employees shall mean those employees regularly working an average of sixteen (16) hours or more per week. Hours of work shall be averaged over a consecutive six (6) month period. The following clause or clauses as expressly noted shall not apply to Regular Part Time employees:

- 17.1 Leave of Absence
- 17.4 Benefits during leave
- 17.6 Paternity Leave
- 19.0 Benefits with the exception of 19.3 OMERS (as applicable)
- 20.0 Sick Leave
- 21.0 Vacation, with the exception of 21.2
- 22.0 Paid Holidays, with the exception of 22.6

c) Occasional Part Time employees shall mean those employees regularly working less than an average of 16 hours per week. Hours of work shall be averaged over a consecutive six month period. The following clause or clauses as expressly noted shall not apply to Occasional Part Time employees:

- 17.1 Leave of Absence
- 17.4 Benefits during leave
- 17.6 Paternity Leave
- 17.7 Bereavement Leave
- 17.8 Jury Duty
- 19.0 Benefits with the exception of 19.3 OMERS (as applicable)
- 20.0 Sick Leave
- 21.0 Vacation, with the exception 21.2
- 22.0 Paid Holidays, with the exception of 22.6

## 2.5 Use of Volunteers

a) Volunteers may perform duties including the following, and acting independently or under direction of staff. At no time shall a volunteer be used in lieu of a regular or occasional employee and no regular or occasional employee shall lose straight time or overtime hours as a result

of using a volunteer:

1. Landscape maintenance, gardening and horticulture.
2. Assisting with non-union activities such as archive, exhibit and research roles and responsibilities.
3. Assist with tours, events etc.
4. Guest lecturing in an area of expertise.
5. Assisting with children's educational and other programming, camps and group programs such as Brownies etc.
6. Assisting with fundraising and development projects.
7. Assist with and participate in exhibit and event installation and dismantling.
8. Assist in other Museum programming such as Edwardian Teas, Spirit Walks, etc.
9. Administrative /Office Functions – assist only as required.  
(phones, filing, gift shop, desk reception)

It is understood that Curatorial and/or Archive roles and responsibilities, research and exhibit responsibilities are duties of the non-union employees, parts of which may be offered for assistance from time to time to volunteers or unionized staff by management on a without prejudice basis.

- b) No Regular Full Time, Regular Part Time or Occasional Part Time employee will be laid off, as a result of the utilization of volunteers.

## 2.6 Temporary Employees – Workloads/Projects

- a) The Employer may hire personnel on a temporary or casual basis for special projects of a non-recurring nature, for participation in professional training programs, during periods of heavy workload or in the case of emergency for a period of not more than one hundred twenty (120) calendar days, or such greater periods as may be agreed to by the parties, and such personnel shall not thereby become permanent or probationary employees nor shall they be covered by any of the terms and conditions of this Agreement save for the rate of pay and any provision contained herein for the payment of Union dues. It is agreed that no temporary employee shall be hired under 2.6 a) when there are occasional part-time employees available and qualified to perform the work. In the event the temporary employee is subsequently hired to a regular or occasional position, their service and seniority will be calculated to their initial date of temporary hire provided there has been no break in service.

- b) The Employer may hire temporary or casual personnel pursuant to the provisions of this agreement to replace employees absent due to illness, accident, vacation or leave of absence. The term of temporary employees hired shall be as required for the particular vacancy and subject to union dues. The Parties agree that if a regular employee is transferred to a temporary vacancy as per b), their status prior to the transfer shall not change. In the event the temporary employee is subsequently hired to a regular or occasional position, their service and seniority will be calculated to their initial date of temporary hire in the same position and employee classification provided there has been no break in service.

No temporary employee under a) or b) above shall be hired when any qualified regular employee is on layoff.

### **Article 3 – Management Rights**

#### **3.1 General**

The Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency, and to make, alter, and enforce from time to time reasonable rules.
- b) Hire, promote, transfer, demote, re-classify, discipline or suspend employees, to discharge any employee for just cause, provided that a claim by an employee who has acquired seniority that the employee has been discharged may be the subject of a grievance and dealt with as hereinafter provided.
- c) The authority of the Board and the service levels including extension, curtailment and cessation of operations rests with the Council of the Municipality of Clarington. Council has currently delegated authority to the Board including; operation and management of its operations in all respects in accordance with the prevailing Municipal By-law, its commitments and responsibilities and in pursuance of its policies, decide on the number of employees needed in any classification, establish job qualifications, determine location of work, the schedules of operation, the assignment of work, methods, processes and means of operating.
- d) The Employer agrees that these functions shall be executed in a manner consistent with the express terms of the Agreement and subject to the right of the employee to lodge a grievance as set out herein.

### **Article 4 – Union Dues**

- 4.1 During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees who are covered by this Agreement, Union dues in the amount certified by the Union to the Employer to be currently in effect according to the Union constitution, and shall remit same on prior to the following month to the Secretary-Treasurer of the Union. The Employer will report or enter, on all bargaining unit employees T-4 slips, the amount of Union dues deducted from their pay during the calendar year as per prevailing legislation.
- 4.2 The Employer shall be notified in writing at least thirty (30) calendar days prior to any required change in Union dues.
- 4.3 The Union shall indemnify and save harmless the Employer with respect to all claims and demands against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.
- 4.4 By January 31<sup>st</sup> of each calendar year, the Employer shall provide the Union a list of all Union member, their job classification, home address and home telephone number with employee consent.

## **Article 5 – No Strikes or Lockouts**

- 5.1 The Union agrees there shall be no strike during the term of this Agreement and the Employer agrees there shall be no lockout during the term of this Agreement.
- 5.2 The words “strike” and “lockout” shall be as defined in the *Ontario Labour Relations Act*.

## **Article 6 – No Discrimination and Coercion**

- 6.1 The Employer and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee because of the employee’s membership or non-membership in the Union.
- 6.2 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the Museum by any of its members or representatives and that there will be no Union activity, solicitation for membership or collection of dues on the Employer’s time, and no meetings on Municipality premises except with the prior permission of the Municipality.

## **Article 7 – Grievance Procedure**

### **7.1 Grievance Time Frames and Procedure**

A grievance is defined as a written complaint regarding the interpretation, application or alleged violation of the terms and provision of this Agreement by

the Local Union, an employee, and/or by a group of employees. All grievances shall bear the signature of the employee(s) where applicable. Such employee may be accompanied by their Union Museum Representative/or their CUPE National Representative if they desire.

Grievances shall be dealt with in the following manner noting that all documentation shall be provided to management:

#### Step 1. Grievance Generated

- a. Within ten (10) working days (Monday to Friday) from occurrence:
    - i. The employee shall submit to the Executive Director, or designate, a signed and written Step 1 statement of the grievance matter on a grievance form supplied by the Union and signed by a Union representative. It must be received within ten (10) working days (Monday to Friday) of the occurrence which gave rise to the grievance.
  - b. Within ten (10) working days (Monday to Friday) from submission date:
    - i. The Executive Director, or designate will respond in writing to the Union within ten (10) working days (Monday to Friday) from the day the grievance was presented.
- 7.2 Failing settlement above the Union may refer the matter to Arbitration by providing notice in writing within ten (10) working days of decision above to the Executive Director or designate.
- 7.3 Time limits in this Article may be extended by mutual agreement of the parties, requested and accepted in writing.
- 7.4 Discharge from Employment: An employee with acquired seniority under this agreement, claiming that the employee has been discharged from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step No. 1 of the grievance procedure provided such grievance is filed with the Executive Director and signed by the Union within ten (10) working days of the discharge. An employee who has been discharged from employment who has not acquired seniority may also file a grievance, however, the Parties agree that a lesser standard than just cause applies.
- 7.5 Any written discipline shall be removed from an employee's record after a period of twenty-four (24) months from its issuance provided that the employee has had no further written discipline imposed in such twenty-four (24) month period.

### **Article 8 – Arbitration**

- 8.1 It is agreed by the parties that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be

settled after exhausting the grievance procedure will be settled by arbitration in accordance with the provisions of the *Ontario Labour Relations Act*, as amended from time to time.

8.2 Expenses of the Board: Each party shall pay:

- 1) The fees and expenses of their Nominee it appoints;
- 2) One-half (1/2) of the fees and expenses of the Chair; including any facility costs.

8.3 The Arbitration Board shall have no power to alter the term of the Agreement or to make any decision which is inconsistent with the terms of the Collective Agreement.

8.4 The Parties may, by mutual agreement choose to have the case heard by a sole Arbitrator.

## **Article 9 – Management Grievances**

9.1 The Employer may bring forward at any meeting with the Union complaint or grievances, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration as set out in the arbitration provisions.

## **Article 10 – Union Committee & Representation**

### **10.1 Committee Make-Up and Purpose**

The Union shall appoint or otherwise select a Union Committee composed of not more than two (2) employees who have attained seniority from the bargaining unit and the Employer will recognize and deal with the said committee with respect to any matter which may arise from time to time during the term of this Agreement

10.2 The Union shall advise the Employer annually or within two (2) weeks of a change, of the employees serving on this Committee.

### **10.3 Permission for Union Committee During Working Hours**

The Union acknowledges that the Union Committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their duties without first obtaining management's permission and on the completion of such duties shall report back to management, or to any job to which the employee has previously been directed, and give any reasonable explanation which may be requested with respect to their absence. Such permission shall not be withheld unreasonably, provided that appropriate coverage for duties is available without additional cost to the Employer. One Union Committee member shall be permitted no more than fifteen (15) minutes per day to attend to union matters. The time

must be requested and approved in advance and shall be documented on appropriate time sheets.

- 10.4 Employees selected to the Union Committee shall suffer no loss of regular pay as the result of time spend on negotiation meetings with the Employer or the handling of grievances between the parties during the employee's regularly scheduled working hours. Regular Part Time or Occasional Part Time employees who have attained seniority on the Union Committee may participate without compensation if the day is not a scheduled work day.

## **Article 11 - Seniority**

- 11.1 Seniority shall commence and accumulate within the bargaining unit from the date on which an employee was last employed in a recognized position, in accordance with the probationary provisions below.
- 11.2 A seniority list for each category of employee will be established for all employees covered by this Agreement who have completed their probationary periods, based upon each employee's last date of hiring in a regular recognized position. It is agreed that such seniority list shall be revised and posted by the end of January of each year with a copy filed with the Union. This will include the names of the employees, their job title, and their respective dates of hire. Seniority will be calculated on time actually worked, which will include time off for paid vacations. Seniority will continue to accumulate during periods of approved paid leaves and leaves as governed by the Employment Standards Act.

## **Article 12 – Probationary Employees**

- 12.1 a) Regular Full-Time employees shall be considered a probationary employee until the employee has worked a total of 840 hours or six (6) months from date of hire, whichever comes first and during this time shall have no seniority rights. Time will be extended for any approved absence during this period.
- b) Regular Part-Time and Occasional Part-Time employees shall be considered a probationary employee until the employee has worked a total of 375 working hours or twelve (12) calendar months, whichever comes first.
- 12.2 It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time with notice in accordance with the prevailing *Employment Standards Act*.
- 12.3 Upon successful completion of the probationary period, an employee's name shall be placed on the seniority list for the particular category and the employee's

seniority shall date back to the employee's last date of hire.

- 12.4 There shall be no grid movement or benefits awarded during the probation period.
- 12.5 The probationary employee shall be allowed to apply for job postings during the probationary period but, if successful, the candidate, shall not be moved into the new position until the end of the probationary period unless the Parties mutually agree otherwise. If the move is approved, the remainder of the probation term will be served in the new position with an equivalency calculation for time served moving between classifications.

### **Article 13 – Loss of Seniority**

- 13.1 Seniority rights shall cease and employment shall be deemed terminated for the following reasons:
- a) a quit or resignation from employment;
  - b) retirement;
  - c) discharge for just cause
  - d) layoffs for a continuous period of twelve (12) consecutive months or more;
  - e) failure to respond to a recall to work notice within five (5) days after the employee has been so notified by the Employer via registered mail addressed to the employee's last address on record with the Employer;
  - f) using a leave of absence for reasons other than that for which it was granted, or exceeding the duration of an approved leave of absence
  - g) failure to provide reasonable notice to the employer of absence from work in excess of five (5) consecutive days.

### **Article 14 – Seniority Applied to Promotion or Transfer**

- 14.1 a) It is expressly understood that management reserves the right to deny an employee promotion or transfer to a position where such promotion or transfer would result in that employee being directly supervised by an immediate familymember.
- b) The term "immediate family" in this clause shall be defined including step-relationships, to include mother, father, spouse, son, daughter, sister, brother, aunt, uncle, grandparent or grandchild.
- 14.2 Transfers to Non-Bargaining Unit Positions

If an employee is, or has been a member of the bargaining unit and is transferred to a position outside this Agreement, and accordingly is not subject to the provisions of this Agreement, the employee shall retain their previous seniority for a period not to exceed two (2) consecutive calendar years. After two (2) consecutive calendar years, an employee may only return to a position in the bargaining unit through a job posting as an external candidate

- 14.3 Promotions and/or posted transfers within the bargaining unit will be based primarily on the skill, ability, experience and qualifications of the employees concerned, but as between two (2) persons of approximately equal standing based upon the above factors, seniority will govern. The Employer reserves the right to determine if a candidate has the necessary skill and ability, and further to determine, what, is a “passing score” for any testing which is part of the interview process. This “passing score” shall be listed on the job posting when testing is identified.

## **Article 15 – Basis for Layoff – Service Level Adjustment**

- 15.1 A layoff of employees shall be based upon seniority and shall be done by reverse order of seniority within recognized classifications within the Bargaining Unit, provided that the remaining employees have the skill, ability and qualifications to perform the required work. Upon receiving notice of layoff, an employee shall have the following options:
- a) bump a more junior employee in the same or lower paid classification provided the employee exercising their right has the skill, ability and qualifications to perform the required work; or
  - b) accept the layoff and go on the recall list.

When recalling employees who have been laid off, the recall will also be made on the basis of seniority within the classification, provided that the employee to be recalled has the skill ability and qualifications to perform the required work. There are no rights to positions outside this bargaining unit.

### **15.2 Notice of Lay Off and Address**

The employer shall notify any Regular Full-Time, Regular Part-Time or Occasional Part Time active employees who have worked within the prior 60 days, who are to be laid off ten (10) working days, if possible, prior to the effective date of the layoff. If the employee has not had the opportunity to work in the prior 60 days the days as provided in this Article, there is no obligation for lay off or recall rights.

All employees shall be obliged to notify the Employer in writing as soon as possible of a change of address or telephone number.

## **Article 16 – Job Posting**

16.1 Posting, Advertising & Interviewing:

- a) Posting Timeframe:  
In the event new jobs are created that would apply to the Collective Agreement, or vacancies that are determined should be filled within the bargaining unit, the Employer will post such new jobs or vacancies for a period of five (5) working days in order to allow employees with seniority to apply in writing.
- b) Advertise & Interview:  
The Employer may advertise both inside and externally at the same time. Only qualified applicants based on prevailing qualifications will be interviewed. The successful candidate will be selected from all applicants based on testing and proven ability and highest overall score achieved in all areas of testing.

The Employer further agrees that no outside applicants will be awarded a position until it has been determined there are no qualified internal applicants.

- 16.2 Temporary Vacancies of less than three (3) months are not required to be posted and may be offered to a qualified employee, and if no qualified employee to an external candidate for the period of time.

Under either scenario (16.1 or 16.2) only the original vacancy is required to be posted except if the second vacancy is not the lowest paid classification and in that case, it must be posted as well. All other vacancies may be filled with an internal qualified employee and if none available, an external applicant.

- 16.3 Upon return of the incumbent, the successful applicant to the temporary posting shall return to their original position as appropriate and provided it was an established, recognized position within the bargaining unit.

16.4 Limit to Applying for Temporary Vacancy:

Full Time employees and Regular Part Time employees who are already working within a temporary position and probationary employees shall not be entitled to apply for a temporary position.

**Article 17 – Leave Of Absence for Full Time Positions Covered By the Collective Agreement**

- 17.1 The Employer may grant a leave of absence without pay or without loss of an employee's accumulated seniority or occupational classification, to a Full Time employee requesting such leave for a good and sufficient cause, provided that the employee has exhausted current vacation entitlements and that such leave does not impact upon the provision of quality public service. This request is to be made, in writing,

thirty (30) calendar days in advance if possible and a reply will be given within seven (7) calendar days, if possible. The entire leave of absence may not exceed fourteen (14) months.

Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.

An employee on an approved leave of absence is not exempt from lay off provisions.

17.2 Regular Part Time or Occasional Part Time employees may request leave of absence for a period not to exceed three (3) weeks each calendar year, to be approved and scheduled based on staff availability and shall not interfere with the efficient operation of the Museum.

17.3 Leave of Absence – Union Conventions, Meetings, Seminars and Schools

Subject to the provisions below, leave of absence, without pay, for attendance at Union conventions, meetings, seminars and schools will be granted to not more than one (1) employee for a period not to exceed a total of six (6) days in any one calendar year, provided that it does not interfere with the efficient operation of the Employer. Where possible the employee shall give the Employer fourteen (14) calendar day's written request.

If the leave is approved any impact on scheduling shall not be grounds for grievance.

The Employer shall continue to pay the employee for this unpaid leave and shall invoice the Union for this same timeframe.

17.4 The employee's applicable health and dental benefit coverage only will continue for leaves up to thirty (30) calendar days and thereafter the employee shall be responsible for the premium payments to maintain health and dental coverage.

17.5 Pregnancy/Parental Leave (includes Adoption)

a) An employee who is entitled to pregnancy or parental leave is required to give the Employer two (2) weeks' notice in writing of the date the leave is to begin, together with a medical certificate, paid for by the employee, estimating the date of delivery.

b) A temporary employee who replaces a recognized classification of an employee absent due to pregnancy leave or parental leave will be considered a temporary employee for the full duration of pregnancy leave or parental leave of absence, including any requested and approved time off or required absence either before or after the pregnancy or parental leave.

- c) An employee on pregnancy/parental leave may request vacation time in accordance with the Employment Standards Act at the end of the approved leave. Vacation entitlement shall be based on actual earnings during the vacation period preceding the leave. Any temporary employee filling this leave will not be considered a permanent or recognized employee by virtue of this leave.

#### 17.6 Leave of Absence – Paternity Leave

A Full Time employee will be entitled to one (1) day leave of absence without loss of pay for the purpose of being in attendance at the day of the birth of their child, or the day immediately following the birth of their child, provided the date is a regularly scheduled work day.

#### 17.7 Bereavement Leave

Full Time employees and Regular Part Time employees shall be granted time off for bereavement leave upon request/notification to management prior to the leave according to the schedule below, immediately following the death, for attendance at, or arranging for the funeral of the following current relatives and payment will only be required for shifts scheduled during the time frame:

- a) An employee's spouse, common-law spouse, father, mother, sister, brother, son or daughter, step-parents, step-children up to five (5) consecutive calendar days;
- b) An employee's father-in-law, mother-in-law, grandmother, grandfather, spouse's grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandchild up to three (3) consecutive calendar days;
- c) There will be no loss of vacation credits where the bereavement leave is required during the employee's vacation period.
- d) One (1) additional day for a family member not listed above or a friend per year. The Employer reserves the right to request reasonable verification of the bereavement. The one (1) additional day may be taken in one half (1/2) day increments for same deceased person, where coverage can be arranged without incurring additional cost to the Employer.
- e) The Employer reserves the right to request reasonable verification of the bereavement.
- f) An employee, upon request in writing, may be granted by the Employer an additional two (2) days travelling time, without pay in order to allow the employee to attend a family funeral that is held at a distant location. The Employer reserves the right to request reasonable verification of the bereavement and to determine if the distance to be travelled is reasonable.

## 17.8 Jury Duty

A Full Time employee or Regular Part Time employee who is selected for service as a juror or is required by subpoena to appear in court as a witness (provided that the employee is not a party to the proceedings will be compensated for the loss of pay from their regularly scheduled hours due to jury service or appearance in court. Such compensation will be based on the regularly scheduled hours at the regular straight time hourly rate less the fee received for services as a juror or a witness. Should the employee present themselves for the selection as a juror and not be selected, or appear as a witness and be released the employee is required to return and complete the remaining normal workday.

Provided the employee is not party to the proceedings, where an employee is required to appear in court as a witness related to their work, all time shall be considered work time.

## **Article 18 – Health and Safety**

18.1 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents, and with some promotion of safety and health as is deemed necessary.

## **Article 19 – Benefit Plan**

### 19.1 Changes to Benefits

Any changes to the benefits shall be a matter of negotiations between the parties except that the Employer shall have the right to designate the carrier. Details of the benefits which are not incorporated into this Collective Agreement will be listed in the carrier's booklet. The Employer is not to be considered the insurance provider under any circumstances. Benefits are provided under the limits of the plan provider. Any dispute over payment of benefits under any such plan or policies shall be a matter directly between the employee and the plan provider.

### 19.2 Benefits

On successful completion of the probationary period, the Employer agrees to pay the premium cost of the following benefits with coverage pursuant to the rules and regulations of the particular insurer plans which are not incorporated into this Agreement.

a) Insurance

- i. Group Life Insurance based on two (2) times annual earnings with no cap on an individual employee. Participation in the life insurance plan is compulsory for all employees.
- ii. Spousal Life Insurance \$30,000, plus \$12,000 for each child.
- iii. Accidental Death & Dismemberment on the basis of two (2X) earnings with no cap on an individual employee.

b) Extended Health Benefits

Major Medical benefits with prescription drug plan and semi-private hospital coverage. The parties agree to utilize the services of drug dispensing warehouses for maintenance drugs and will use generic drugs unless otherwise directed by a doctor. The parties agree to follow an established maintenance drugs list.

Prescription Plan - \$12.00 dispensing cap fee

c) Co-Payments:

The following benefits will be provided with the following co-payment/limits:

	Per Visit Limit	Annual Maximum
Physiotherapy Services	No cap per visit for employee. 50% cap for dependent/spouse	\$500.00
Chiropractic Services	\$50.00	\$500.00
Massage Services	No cap per visit for employee. \$40.00 cap for dependent/spouse	\$400.00
Acupuncture	\$40.00	\$300.00
Speech Therapy	\$100.00	\$1,000.00

d) Hearing Aid - \$1,000.00 per ear, every forty-eight (48) months

e) Vision

Prescription glasses maximum as noted per person in any two (2) policy years; child amount may be accumulated to the adult maximum per two (2) policy years.

2019 - \$550.00

\$275.00 per child annually

- i. Eye Exams 100% coverage for all eye exams or tests every two (2) policy years.
- ii. Laser Surgery – one time only: effective 2009  
50% to a maximum of \$1,000.00/eye inclusive of consulting fees.

f) Dental Plan

Equivalent to Blue Cross # 9, major restorative, and orthodontic coverage for children with a 50% reimbursement to a maximum of \$5,000. The O.D.A. Fee Schedule shall be the schedule of the current year.

- i. 8 Units of scaling per year
- ii. Oral Hygiene Instruction once per year
- iii. Limited Periodontal Examination twice in any 12 month period with a 5 month separation between examinations
- iv. Intra Oral radiographs and Bitewings once in every 12 month period

g) Long Term Disability (LTD) (to age 65 maximum)

- i. LTD wages are calculated at the time of the original absence; any increase, grid movement or negotiated increases, settled after the date of the original illness are effective upon return to work.
- ii. 70% of wages for all positions on the Union Grid
- iii. The employee may elect to pay 100% of their own LTD Premiums.
- iv. No LTD in Notice Period – No Short Term or Long Term Disability, will be provided during notice periods applicable to terminations.

It is understood that the existing per visit caps will remain in place for family members as per previous practice.

19.3 OMERS

The Employer agrees to continue participation in the Ontario Municipal Employees Retirement Plan (OMERS) as provided by the *Ontario Municipal Employees Retirement Systems Act* for Full Time employees and as required by OMERS.

#### 19.4 Conversion Options

In the event that an employee ceases employment with the Employer conversion options for any employee may be available from the benefit carrier at the employee's request. Requests must be made directly with the Plan Provider and not with the Employer.

### **Article 20 – Short Term Sick Leave Plan**

- 20.1 a) The provision for short term sick leave entitlement shall be applicable to Full Time employees after they have successfully completed their probation period.

Full Time employees shall be entitled to ten (10) days sick days per fiscal year (Jan – Dec) and sick days are only to be used for employee's sick time and entitlement to payment is based upon verification, if required, as described below.

There is no entitlement to unused sick days and there shall be no vesting or accumulation of sick days.

Sick days shall be prorated based on date of hire and date of termination; one (1) sick day per full month of employment.

Employees who are unable to work due to illness or injury, and who have exhausted their approved sick days identified above, are entitled to an additional ten (10) days through the Short Term Disability Plan to be paid by the Employer at 75% of the employee's salary.

- b) Emergency Leave – All Employees are entitled to use two (2) paid 100% and eight (8) unpaid emergency leave days as provided under the *Employment Standards Act*. The Employer will not double count emergency leave days from any other benefit provision in the Collective Agreement.

#### 20.2 Verification and Second Opinion

- a) The Employer reserves the right to request appropriate sick/emergency leave verification, after the third consecutive day of illness and to interview on matters related to use of sick leave. The Employer shall pay for the costs of the certificate and any mileage incurred in the production of the certificate.
- b) The medical note or certificate provided must include the following information in order to be accepted as providing entitlement to payment for the sick day and entitlement to use of day:
- i. The date the employee was seen by the doctor.
  - ii. The nature of illness (not diagnosis) and any restrictions that prevents the employee from attending the workplace based on the

doctor's examination of the patient.

- iii. The estimated number of days the employee is unable to work, prognosis of return to work and estimated return to work date.

c) Second opinion process as follows:

- i. If the Employer requests a second opinion, including an Independent Medical Examination, from doctor within the Region of Durham, the Employer and the employee shall mutually agree upon a name and/or a facility.

### 20.3 Exceed 90 Days – Return to Work after Illness – Impact on Sick Accrual

If a ninety (90) day sick period has been exceeded and the employee returns to work on a modified time schedule, all sick leave accrual will be pro-rated based on actual hours worked. Hours worked may be recorded on an hourly basis rather than salaried compensation until the employee returns to Full Time hours and paid on one week hold back.

## Article 21 – Vacations

21.1 A Full Time employee will be entitled to receive an annual vacation with pay in accordance with years of employment as follows:

On completion of less than one year of employment in a calendar year **if start date is on or before the 15th of the month, entitlement is one (1) day, if start date is after the 15th of the month, entitlement is one half (1/2) day	One working day for each completed month of employment to a maximum of ten working days calculated as of December 31st of the year in which employment commenced**
In the calendar year of the 1 <sup>st</sup> anniversary and each year thereafter	2 weeks
In the calendar year of the 3 <sup>rd</sup> anniversary and each year thereafter	3 weeks
In the calendar year of the 8 <sup>th</sup> anniversary and each year thereafter	4 weeks
In the calendar year of the 15 <sup>th</sup> anniversary and each year thereafter	5 weeks
In the calendar year of the 20 <sup>th</sup> anniversary and each year thereafter	6 weeks
In the calendar year of the 30 <sup>th</sup> anniversary and each year thereafter	7 weeks

21.2 a) Regular Part Time employees and Occasional Part Time employees shall receive vacation pay each pay in accordance with years of employment based on continuous service as follows:

Years of continuous Service	Percentage of Vacation Pay
In the calendar year of the 1st anniversary and each year thereafter	4% of earnings
In the calendar year of the 3rd anniversary and each year thereafter	6% of earnings
In the calendar year of the 10th anniversary and each year thereafter	8% of earnings
In the calendar year of the 21st anniversary and each year thereafter	10% of earnings

b) Regular Part Time employees and Occasional Part Time employees shall receive vacation pay on request with two (2) weeks' notice. In the event the employee does not request said pay of the vacation pay during the calendar year the employer will pay out the vacation pay the first pay of December.

21.3 New Employees

New employees shall not be entitled to take vacation days within their probation period.

21.4 Scheduling Vacation

Vacation for Full Time employees may be requested for approval consideration in advance of the employee's anniversary date subject to the proviso that, should the employee who has received their vacation entitlement prior to their anniversary date also terminates their employment or be terminated prior to that date, they shall be required to reimburse the employer for the overpayment by way of deduction from their pay cheque.

#### 21.5 Seniority for Vacation Scheduling

Seniority for the purposes of vacation preference shall only apply to one priority request for vacation to a maximum of five consecutive days.

Vacation requests for the year must be submitted by March 31st and every effort will be made to post by April 30th. Priority requests must be identified at this time in order to be considered. The list shall give effect to scheduling vacation dates on the basis of seniority consistent with the efficient operation of the Employer.

All vacation not submitted and approved by April 30th shall be scheduled by the Employer but may be changed if mutually agreed by both parties.

It is agreed and understood that changes may be made to the approved vacation schedule by mutual agreement if such changes do not affect employees who have submitted their requests in a timely fashion.

#### 21.6 Accrual of Vacation during Absence

Employees shall not accumulate nor accrue entitlement to vacation days during periods of absence due to illness or injury in excess of ninety (90) calendar days. Repetitive absences are to be accumulated, at such time the vacation accrual will be calculated. Employees shall not accumulate vacation with pay during other periods of absence except as required by the provisions of the *Employment Standards Act*.

#### 21.7 Exceed 90 Days – Return to Work – Impact on Vacation Accrual

If the ninety (90) day period has been exceeded and the employee returns to work on a modified time schedule, the vacation accrual will be pro-rated based on actual hours worked. Hours worked may be recorded on an hourly basis rather than salaried compensation until the employee returns to Full Time hours and paid on one week hold back.

#### 21.8 Pro-ration on Termination

Entitlement to vacation with pay will be pro-rated upon termination of employment.

#### 21.9 Hospitalization – Credit Vacation Back

A Full Time employee who is hospitalized as a result of illness or injury occurring during their scheduled vacation will have their affected vacation time rescheduled for only the time hospitalized upon receipt of appropriate and supporting documentation.

## Article 22 – Paid Holidays

22.1 The Employer agrees to pay Full Time employees for each of the holidays listed hereunder, the celebration of which falls on their regular scheduled working day, which they would otherwise have worked had it not been a holiday, a sum equivalent to their current hourly day rates for the number of hours they would have worked on such a day, provided they complete the regularly assigned hours of work on the day immediately prior to and following the day of the celebration of the holiday, unless otherwise mutually agreed.

The holidays are as follows:

- New Year’s Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- ½ Christmas Eve
- ½ New Year’s Eve

And any other statutory holiday proclaimed by the Provincial or Federal Governments.

22.2 If one of the designated holidays is celebrated on a Saturday or Sunday, it shall be observed on the either Friday or Monday as determined by the Employer, or paid for on the same basis as, at the discretion of the Employer. The decision of which day, Friday or Monday, will be allocated as the holiday shall be conveyed to the Union at least twenty-one (21) days prior to the holiday.

22.3 Employees required to work on the day the holiday actually falls will be paid one and a half their regular rate for actual hours worked in addition to holiday pay.

22.4 If a Statutory Holiday falls on a regular working day during a Full Time employee’s vacation period, the employee shall be granted another day off with pay in lieu thereof.

22.5 If a paid holiday occurs on a Full Time employee’s scheduled day off the employee shall receive another day off with pay in lieu of the holiday providing they otherwise qualify. The lieu day shall be taken at a time mutually satisfactory to the employee and the Employer.

22.6 Regular Part Time and Occasional Part Time employees will be paid Holiday Pay in accordance with the provisions of the Employment Standards Act.

## **Article 23 – Hours of Work and Overtime**

### **23.1 Full Time Employees**

Hours will be Full Time at thirty-five (35) hours per week (with one hour unpaid lunch), which includes regular museum event, program and outreach hours which includes days, evenings and weekends as required. A paid rest period of fifteen (15) minutes shall be permitted in each half shift.

### **23.2 Regular Part Time and Occasional Part Time Employees**

Hours of work for Regular Part Time and Occasional Part Time employees will be as required to meet service levels, which may include but is not limited to the following; museum operating hours, scheduled museum events, exhibit openings, programs, and outreach hours which includes days, evenings and weekends as required.

### **23.3 Meal Breaks and Rest Periods for Part Time and Occasion Part Time Employees**

If an employee works more than five (5) consecutive hours, they will be provided a half (1/2) hour unpaid meal break. In addition an employee working seven (7) consecutive hours or more will also be provided a paid rest period of fifteen (15) minutes in each half shift (in addition to the ½ hour unpaid meal break).

Regular four (4) hour shifts will be provided one paid fifteen (15) minute rest period.

Employees will take their rest periods in a manner that will maintain continuous service to the public and may not be taken at the same time as another employee.

### **23.4 Work Schedules**

Regular work schedules will cover four (4) week periods and will normally be posted on the bulletin board and as much as reasonably possible, circulated electronically, two (2) weeks in advance. Once work schedules are circulated electronically, they will not unreasonably be changed without mutual agreement between the Employer and the employee.

### **23.5 Scheduling of Shifts/Hours – Part Time and Occasional Part Time Employees**

- a) Additional hours to accommodate public requests for appointments, events or any other museum activities not within the timeframe of the current schedule, will be accommodated and offered by management using available and qualified staff as permitted.
- b) Shifts will be offered electronically (via e-mail or phone if necessary) to all

staff simultaneously. All reasonable attempts will be made to ensure that additional hours shall be equally distributed among those employees with the skill and ability to perform the normal requirements of the job and who make themselves available for shifts.

- c) Where possible, employees shall provide a minimum of two (2) weeks' notice if unavailable for assigned shifts.
- d) Employees not on approved leave of absence and not available for three (3) consecutive weeks or more without a reasonable explanation acceptable to the Employer will result in reclassification to "casual" status until consistent availability is confirmed in writing at which time the qualified employee may apply for the next available vacancy. Required attendance at meetings, scheduled by management, and scheduled training workshops are considered regular work hours and will be included in the scheduled as appropriate. Management will determine the required attendees. All employees will have equal opportunity to job related and available training subject to budget.

#### 23.6 Overtime

- a) It is agreed that all employees shall co-operate in any reasonable request by the Employer to perform overtime and, provided further, that overtime shall be compulsory when and where deemed essential by the Employer to the provision of quality public service or the efficient operation of the Employer. The Employer shall not force overtime when there are employees who are available and who have the skill and ability to perform the required work.
- b) Authorized hours worked over and above thirty-five (35) hours in a week and seven (7) hours in a day shall be considered overtime and paid at the rate of time and one-half the employee's regular rate. Time off in lieu of overtime, earned at time and a half, may be requested for management approval and if granted the time taken will be mutually agreed between the employee and management subject to service demands. Time in lieu hours will not be permitted to be carried over into the following calendar year.

#### 23.7 Minimum hours

Except as provided below, employees shall not be scheduled for shifts of any less than three (3) hours unless mutually agreed between the employee and the Employer. If the Employer is offering training, and/or there is a meeting of less than three (3) hours, which cannot be attached to an existing shift, attendance at said training or meeting shall be voluntary.

## **Article 24 – Mileage**

- 24.1 Employees required to use their own vehicles for approved business purposes will be reimbursed at the prevailing Canada Revenue Agency rate per kilometer for all kilometers travelled. Reimbursement shall be calculated on the basis of the shorter distance between the designated workplace and the destination or between the employee's residence and destination.
- 24.2 Proof of current valid driver's licence and insurance is required for proof of claims and a driver's abstract may be requested at any time.

## **Article 25 – Pay Period**

- 25.1 Employees will be paid bi-weekly by direct deposit into the bank account of the employee's choice, provided time sheets are submitted by the required dates for approval. Should a statutory holiday fall on a pay day, employees will be paid on the preceding day.

## **Article 26 – Temporary Assignments**

- 26.1 When a bargaining unit employee with seniority is assigned by Management to relieve on a temporary basis, any position of a lower rating, they shall maintain their regular rate of pay while so assigned.
- 26.2 When a bargaining unit employee with seniority is assigned by Management to relieve on a temporary basis a higher position they shall be paid the first increment level on the job classification scale that provides an increase in salary.

## **Article 27 – Bulletin Boards**

- 27.1 The union shall have the use of a bulletin area in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business as it relates to the Employer, subject to management's approval.

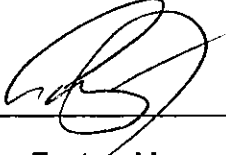
## **Article 28 – Termination or Amendment**

This Agreement will be effective January 1, 2018 to December 31, 2020 and from year to year thereafter unless either party gives notice in writing within ninety (90) days of the expiry date in any year of their desire to amend or terminate.

Dated at Clarington this 10<sup>th</sup> day of January, 2020. On behalf of

The Corporation of the  
Municipality of Clarington

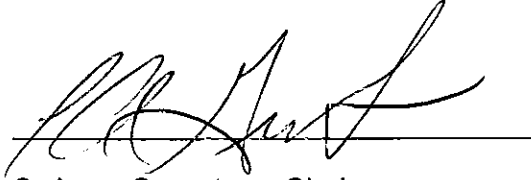
CUPE Local 74 – Museum Division



Adrian Foster, Mayor



Chris Welsh, CUPE Local 74 Clarington  
President



C. Anne Greentree, Clerk



Steve Grigg, CUPE Local 74  
Clarington Inside Vice President

## Schedule A

<b>The Clarington Museum and Archives</b>				
<b>Schedule A - Job Classification and Wage Grid</b>				
<b>Job Classification - Full Time Employee</b>				
		<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>
<b>January 1 - December 31, 2018 (1.75%)</b>				
Programme Co-ordinator	(annual rate of pay)	\$46,123	\$47,507	\$48,932
	(hourly rate of pay)	\$25.34	\$26.10	\$26.89
Museum Clerk	(annual rate of pay)			
	(hourly rate of pay)	\$17.30	\$17.82	\$18.34
<b>January 1 - December 31, 2019 (1.75%)</b>				
Programme Co-ordinator	(annual rate of pay)	\$46,930	\$48,338	\$49,788
	(hourly rate of pay)	\$25.79	\$26.56	\$27.36
Museum Clerk	(annual rate of pay)			
	(hourly rate of pay)	\$17.60	\$18.13	\$18.67
<b>January 1 - December 31, 2020 (1.75%)</b>				
Programme Co-ordinator	(annual rate of pay)	\$47,751	\$49,184	\$50,659
	(hourly rate of pay)	\$26.24	\$27.02	\$27.83
Museum Clerk	(annual rate of pay)	\$32,593	\$33,570	\$34,568
	(hourly rate of pay)	\$17.91	\$18.45	\$19.00
Full Time are eligible for benefits; to mirror Municipal CUPE benefit package with Sun Life				
<b>Job Classifications - Part Time &amp; Occasional Part Time</b>				
		<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>
<b>January 1 - December 31, 2018 (1.75%)</b>				
Interpreter	(hourly rate of pay)	\$14.25	\$15.20	\$16.25
<b>January 1 - December 31, 2019 (1.75%)</b>				
Interpreter	(hourly rate of pay)	\$14.50	\$15.47	\$16.53
<b>January 1 - December 31, 2020 (1.75%)</b>				
Interpreter	(hourly rate of pay)	\$14.75	\$15.74	\$16.82
Not eligible for benefits; Part Time or Occasional staff				

**LETTER OF UNDERSTANDING**

Between

The Clarington Museum and Archives

And

The Canadian Union of Public Employees  
And Its Local 74-03

**RE: COMPLEMENT OF STAFF**

The Parties agree that there is a minimum complement of staff as follows:

1 regular full-time employee "Program Co-ordinator" thirty-five (35) hours per week.

2 regular part-time employees "Museum Clerk" average twenty-six (26) hours per week.

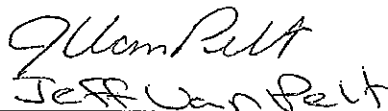
Dated at Clarington this 27 day of April, ~~2018~~ <sup>2018 LW</sup>

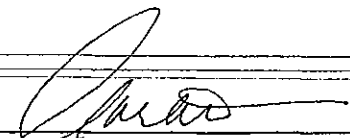
On behalf of

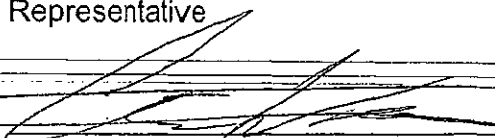
Clarington Museum and Archives

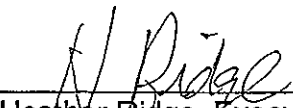
CUPE Local 74 – Museum Division

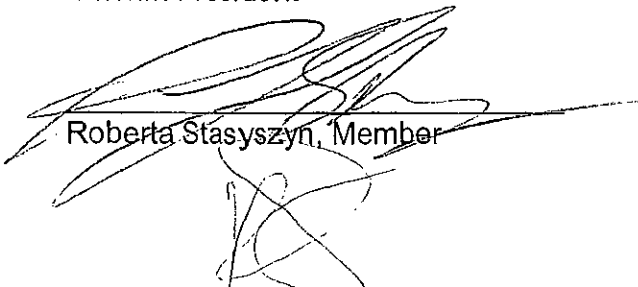
  
\_\_\_\_\_  
Steven Cooke, Board Chair

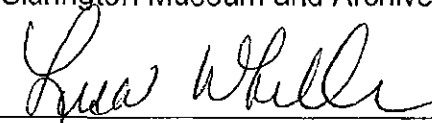
  
\_\_\_\_\_  
Adam Coones, CUPE National  
Representative

  
\_\_\_\_\_  
Marie Marano, Director of Corporate Services  
Municipality of Clarington

  
\_\_\_\_\_  
Chris Welsh, CUPE Local 74  
Interim President

  
\_\_\_\_\_  
Heather Ridge, Executive Director  
Clarington Museum and Archives

  
\_\_\_\_\_  
Roberta Stasyszyn, Member

  
\_\_\_\_\_  
Lisa Wheller, Human Resources Manager  
Municipality of Clarington

\_\_\_\_\_  
Becky Stewart, Member

Letter of Understanding

Between

MUNICIPALITY OF CLARINGTON MUSEUMS AND ARCHIVES  
("The Employer")

And



THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 74-03

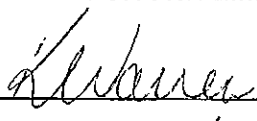
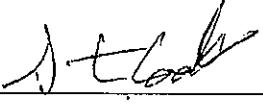
The employer agrees to convert the two existing part time Museum Clerks into one Full Time Museum Clerk position effective no later than January 1, 2019. The Museum Clerk hours of work will be Monday-Friday from 830am-430pm with 1-hour unpaid lunch.

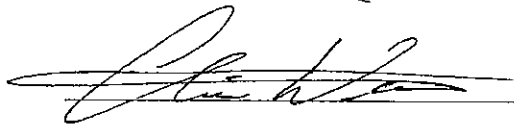
Dated in Clarington this 05 day of October 2018.

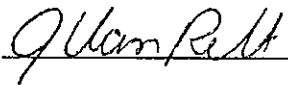
FOR THE UNION:

FOR THE EMPLOYER:

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

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

  
\_\_\_\_\_

  
\_\_\_\_\_

Letter of Understanding

Between

MUNICIPALITY OF CLARINGTON MUSEUMS AND ARCHIVES  
("The Employer")

And

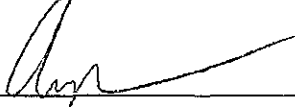
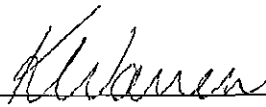


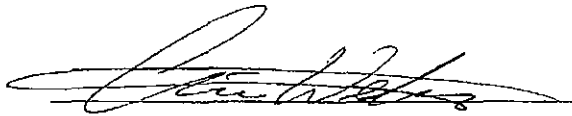
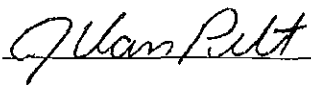
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 74-03

The parties agree to meet within 90 days of ratification to start discussions surrounding the creation of a Marketing and Volunteer Coordinating position into the bargaining unit

Dated in Clarington this 05 day of October 2018.

FOR THE UNION:

FOR THE EMPLOYER:

 _____	 _____
 _____	 _____
 _____	_____
 _____	_____

Letter of Understanding

Between

MUNICIPALITY OF CLARINGTON MUSEUMS AND ARCHIVES  
("The Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 74-03

The parties agree that all new Full-Time positions will be evaluated through a Joint Job Evaluation process within 9 months from start of employment. Part time positions will be evaluated within 12 months in accordance with Article 12.1 b) of the collective agreement

The parties agree that all job classifications in the bargaining unit go through a Joint Job Evaluation review process a minimum of once every 4 years.

The parties may agree to bring Joint Job Evaluation reviews forward outside of these timelines

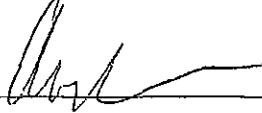
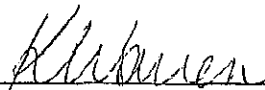


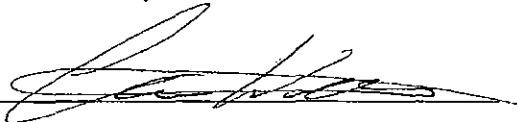
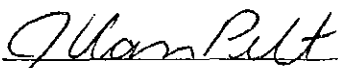
The parties agree to use the Job Evaluation System in place with the Municipality of Clarington

The parties agree that this does not negate the responsibility to fulfill their obligation under Pay Equity Legislation.

Dated in Clarington this 05 day of October 2018.

FOR THE UNION:

FOR THE EMPLOYER:

**WITHOUT PREJUDICE PACKAGE OFFER TO SETTLE OCTOBER 5, 2018**

**MEMORANDUM OF SETTLEMENT**

**Between**

**MUNICIPALITY OF CLARINGTON MUSEUMS AND ARCHIVES  
("The Employer")**

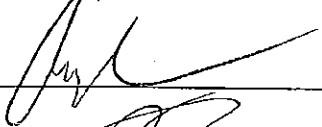
**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 74-03  
("the Union")**

1. The Parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective parties.
3. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2018 to December 31, 2020.
4. The parties agree that any and all wage increases shall be paid retroactively to all current and former employees,
5. The parties agree that the terms herein shall be effective from the date of ratification by the union unless otherwise noted herein. Benefits will not be effective until the 1<sup>st</sup> of the month following ratification.
6. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement, the previously agreed-upon and signed off items, and the following amendments:

**Dated in Clarington this 03 day of October 2018.**

FOR THE UNION:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Quam Pitt  
\_\_\_\_\_

FOR THE EMPLOYER:

K. Warren  
\_\_\_\_\_

St. C. B.  
\_\_\_\_\_

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

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