

COLLECTIVE AGREEMENT

BETWEEN

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION REPRESENTING THE ROYAL
CONSERVATORY OF MUSIC FACULTY
ASSOCIATION**

- and -

THE ROYAL CONSERVATORY OF MUSIC

September 1, 2012 to August 31, 2015

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ARTICLE 1 – PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Ontario Secondary School Teachers' Federation (OSSTF).

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes OSSTF as the exclusive bargaining agent authorized to negotiate on behalf of all employees of the Employer in the City of Toronto and the City of Mississauga engaged in teaching or teaching and examination functions, save and except:

- i) division administrators,
- ii) persons above the rank of division administrator, and
- iii) teachers engaged solely for a non-recurring temporary assignment of less than one academic year.

For the purposes of clarity, this agreement does not relate to work performed in the "Learning Through the Arts" program.

2.02 The Employer recognizes OSSTF as the authorized agent to represent all employees in the bargaining unit in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The operation of the Employer and the direction of its working force are fixed exclusively in the Employer and shall remain solely with the Employer. Without restricting the generality of the foregoing, it is the exclusive function of the Employer to:

- (i) Maintain order, discipline and efficiency;
- (ii) Hire, discharge, direct, classify, transfer, promote, demote, lay-off or suspend employees;
- (iii) Establish and enforce reasonable policies and procedures to be observed by employees;
- (iv) Generally manage and operate the business of the Employer in all respects in accordance with the provisions of *The Royal Conservatory of Music Act, 1991* as amended from time to time and make and implement decisions about any matter

whatsoever unless that matter is the subject of any provision of this Collective Agreement.

3.02 The Employer agrees that management rights will not be exercised in a manner inconsistent with the other provisions of this Collective Agreement.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

4.01 There will be no lockout as defined in the *Labour Relations Act* during the term of this agreement.

4.02 There will be no strike as defined in the *Labour Relations Act* during the term of this agreement.

ARTICLE 5- MEMBERSHIP AND DUES

5.01 As a condition of employment, each employee shall have deducted by the Employer an amount equivalent to the dues as are levied by the OSSTF.

5.02 On each pay date, the Employer shall deduct from each employee dues prescribed by OSSTF.

5.03 The initial basis for the amounts to be deducted shall be in accordance with Article 5.02. The Employer shall be informed by OSSTF of any changes to the amounts to be deducted in accordance with Article 5.02 on the following basis;

- (a) with respect to a change in the percentage rate or stipulated amount in a prevailing formula used to compute the dues, at least thirty (30) days' notice prior to the effective date of change; and
- (b) with respect to a change in the formula used to compute the amounts to be deducted, at least ninety (90) days notice prior to the effective date of the change.

5.04 The OSSTF dues deducted in accordance with Article 5.02 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than fifteen (15) calendar days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees and the amounts deducted.

5.05 The local dues deducted in accordance with Article 5.03 shall be deducted and remitted to the Treasurer of OSSTF District 34 - Royal Conservatory of Music at 273 Bloor Street West, Toronto, Ontario M5S 1W2 no later than fifteen (15) calendar days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees and the amounts deducted. Local dues shall cease not later than twelve (12) months following the first deduction of such dues following execution of the Collective Agreement. Thereafter dues will be paid by single remittance to the OSSTF and shall be either expressed as a percentage of earnings for

each bargaining unit member or a stipulated amount per bargaining unit member but not both.

5.06 OSSTF shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF. For the sake of this Article, local dues, as identified in subarticle 5.05 shall be deemed to be authorized by the OSSTF.

ARTICLE 6 – NO DISCRIMINATION

6.01 The Employer and OSSTF agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any member of the bargaining unit in any matter by reason of age, race, creed, colour, national origin, citizenship, religious or political affiliation or belief, sex, marital status, family relationship, number of dependants, place of residence, sexual orientation, physical handicap or disability provided that such handicap or disability does not render the employee incapable of carrying out his or her teaching duties, or by reason of non-membership, membership or lawful activity in the OSSTF.

6.02 Sexual harassment shall be considered discrimination.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Definitions

- (a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, of any relevant legislation, including any question as to whether a matter is arbitrable.
- (b) A "Party" shall be defined as:
 - (i) the OSSTF; or
 - ii) the Employer.
- (c) "Days" shall mean calendar days unless otherwise indicated.

7.02 Employees covered by this Collective Agreement are frequently engaged in professional musical activities that require their absence from the Employer. In the event of such an absence, the time limits specified hereunder may be extended following a request in writing from either Party. Such extension shall not exceed sixty (60) days.

Informal Stage

Within thirty (30) days of an incident giving rise to a complaint, an employee, or in the case of a Union Grievance, Group Grievance, or Retired or Deceased Employee Grievance, the OSSTF must give notice to the immediate supervisor or designate of the complaint. The supervisor shall answer the complaint verbally within five (5) days, failing which the party may initiate a grievance.

7.03 In the event that the Employer fails to reply to a complaint or a grievance within the prescribed time limits the Bargaining Unit may submit the complaint or grievance to the next step.

7.04 Grievances shall be adjusted and settled as follows:

Formal Stage - Grievance Procedure – Individual

In the case of a grievance by OSSTF on behalf of one of the employees in the bargaining unit, the following steps may be taken:

Step 1

Within thirty-five (35) days after giving notice of the complaint by the employee, the OSSTF must submit a formal written grievance. If no written grievance is submitted within this time, the right to file a grievance about this complaint is lost.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement;
- ii) the clauses in the Collective Agreement alleged to be violated;
- iii) the relief sought; and
- iv) the signature of the duly authorized official of the OSSTF.

The Employer must answer the grievance in writing within thirty (30) days after receipt of the grievance.

Step 2

If no written reply is made within this time, or if the reply is unacceptable to the OSSTF, the OSSTF may within ten (10) days of the day that the Employer's reply is received or is due to be received, notify the Employer in writing of the OSSTF's desire to seek arbitration.

7.05 Grievance Procedure – Other

In the case of all other grievances (including those on behalf of a group of employees, Union grievances, Employer grievances, a retired employee or a deceased employee), the Party making the grievance must take the following steps if at all within thirty (30) days of the events becoming known, failing which the right to grieve is lost.

Step 1

The Party making the grievance may make a written grievance to the Employer or President of the Bargaining Unit or designate, as the case may be.

The grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement;
- (ii) the clauses in the Collective Agreement alleged to be violated;
- (iii) the relief sought (remedy); and
- (iv) the signature of the duly authorized official of the Party making the grievance.

Step 2

The reply to the grievance is to be made within thirty (30) days of receipt of the grievance. If no reply is made within this time, or if the reply is not acceptable to the Party making the grievance, that Party may within ten (10) days, inform the other Party in writing of its desire to seek arbitration.

7.06 Grievance Mediation

At any stage in the grievance procedure, the Parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The costs of the mediator shall be shared equally and each party shall be responsible for their own costs of mediation.

The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

7.07 Arbitration

Within five (5) days following written notice by a Party indicating a desire to submit a difference to arbitration, the Parties shall agree upon a single Arbitrator. Should the Parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either Party. While the Employer and the OSSTF agree that a single Arbitrator is preferred whenever possible, either Party is able to request that the arbitration be by a Board of Arbitration.

When either Party requests that a grievance be referred to a Board of Arbitration, it shall make such request in writing addressed to the other Party to this Agreement. Such written request shall contain the name of the requesting Party's nominee to the Board, and within seven (7) calendar days thereafter the other Party shall name its nominee to the Board, provided, however, that if such Party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such an appointment upon application thereto by the Party invoking the arbitration procedure. The two nominees shall attempt to select by agreement the Chairperson of the Board of Arbitration. If they are unable to agree upon such Chairperson, they may then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

A grievance may be submitted to expedited arbitration under the *Labour Relations Act*.

7.08 Arbitrator Jurisdiction

The single arbitrator or Board of Arbitration shall not have the power to make any decisions inconsistent with the provisions of this Agreement.

The single Arbitrator or Board of Arbitration shall not have the power to amend the grievance or this agreement but may modify penalties, including discharge and disciplinary penalties.

7.09 Cost of Arbitration

Each of the Parties to the Agreement will bear the expenses of its nominee to the Board and the Parties will jointly bear the expenses of the Chairperson or single Arbitrator. Notwithstanding the foregoing, if a grievance is dismissed as a result of timeliness, the initiating party shall bear the expenses of the Chairperson or single Arbitrator.

7.10 Reprisals

There shall be no reprisals of any kind taken against any employee because of participation in the grievance or arbitration procedure under this Collective Agreement.

7.11 Release Times

Should the investigation or processing of a grievance require that an involved employee or Bargaining Unit representative be released from regular duties, the employee shall be released without loss of salary or benefits provided that permission is sought and such permission shall not be unreasonably withheld.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

8.01 Except for the provisions of Articles 11.07, 12.02, and 15.02 no employee shall be disciplined or discharged without just cause.

8.02 A copy of any correspondence imposing discipline shall be sent to the President of the Bargaining Unit.

ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS

9.01 The Employer agrees to provide employees with a copy of the Collective Agreement and to advise a new employee of the identity of the Bargaining Unit President. Printing of this Agreement shall be the employer's responsibility.

ARTICLE 10 – UNION REPRESENTATION

10.01 The Employer shall not recognize any employee or group of employees who undertake to represent the OSSTF at meetings with the Employer without the proper authorization of the OSSTF. The Employer shall not enter into negotiations with employees concerning matters addressed by the Collective Agreement without the proper authorization of the OSSTF.

10.02 The Employer recognizes the right of the OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

10.03 The OSSTF, unless it otherwise delegates the function in writing, shall notify the Employer in writing of the name of each representative and the representative's assignment before the Employer shall be required to recognize such representatives.

10.04 When an employee is summoned for an interview concerning a matter that could reasonably be expected to be the subject of a disciplinary action or a transfer, demotion or discharge for reasons of competency, the employee shall be informed of his or her right to have an OSSTF representative present prior to discussing the matter with the Employer. The employee may, if the employee so desires, request the presence of the employee's OSSTF representative to represent the employee during the interview. If the employee requests representation by OSSTF, an OSSTF representative shall be sent for without undue delay and without further discussion of the matter with the employee concerned.

10.05 If the employee was not informed of his or her right to have an OSSTF representative present prior to discussing the matter that could reasonably have been expected to be the subject of a disciplinary action or other such action as referred to in Article 10.04, the Employer shall offer the employee the opportunity to have a second interview, with the OSSTF representative present, forthwith after the failure is brought to the attention of the Employer.

ARTICLE 11 – SENIORITY

11.01 A seniority list will be maintained for each of the following classifications.

- Individual Instruction - keyboard
Individual Instruction – strings
Individual Instruction – theoretical subjects
Individual Instruction – other
- Group Instruction – Adult Continuing Education
Group Instruction – theoretical subjects
Group Instruction – Early Childhood
Group Instruction – other

11.02 The Employer shall maintain seniority lists for every classification ranking employees in order of each employee's seniority credits. The list shall indicate for each employee:

- i. name
- ii. seniority ranking
- iii. seniority credits

A copy of the current seniority lists will be forwarded to the President of the Bargaining Unit and posted in the workplace by March 1 of each year. Employees may have seniority rankings in more than one classification but seniority credits may not be transferred between classifications.

11.03 For each classification, seniority shall be determined on September 1 of each year, as the sum of:

- (a) The employee's seniority as recorded on the most recent seniority list unless amended following the process in Article 11.04; and;
- (b) the sum of all teaching hours in the particular classification in the previous year. For the sake of clarity, teaching hours do not include examining hours.

For the purposes of this article:

"teaching hours" means the number of hours for which the employee was paid, as recorded in the registration system;

"examining hours" are calculated based on the number of paid days conducting practical exams times six hours per day;

"year" means the 12 month period ended August 31 of any particular year; and

"continuous service" means that there has been no interruption in service or absence from teaching assignments for any full academic year except as a result of legislated leave of absence, approved leave of absence or illness for which long-term disability was paid.

11.04 Any questions as to the accuracy or composition of the seniority list must be submitted by the employee to the Employer, in writing, within thirty days of the posting of the list.

11.05 In the event of a tie between two employees on the seniority list, such tie shall be determined by lot in a manner to be determined by the Employer and the OSSTF.

11.06 An employee who is absent from work in any given year due to legislated leave of absence, approved leave of absence or illness for which long-term disability is paid will accumulate a number of credits for that year equal to the greater of:

- (a) the actual paid hours worked during that year; and
- (b) the average number of paid hours worked in each of the immediately three preceding years.

11.07 Any employee who has not taught, been otherwise employed by the employer, or been on an authorized leave of absence in the two academic years preceding the March 1 posting of the seniority list, shall be deemed to have terminated their employment unless this provision is otherwise waived at the mutual consent of the parties.

11.08 All accumulated seniority credits are lost as soon as a break in continuous service occurs and such credits will not be reinstated should the employee resume service with the Employer.

11.09 Any list of teachers presented by the Employer for the purpose of registration of students shall list teachers in order of seniority.

ARTICLE 12 – PROBATIONARY EMPLOYEES

12.01 An employee will be considered probationary for the earlier of the first one hundred and twenty-five (125) hours of teaching or the permanent appointment of the teacher by the Employer. The employee will have no seniority rights during the probationary period. However, after completion of the probationary period, the employee's seniority credit shall accrue back to the date he or she first commenced work for the Employer.

12.02 Notwithstanding Article 8.01, a decision to terminate a probationary employee need not be for just cause, and shall not be subject to the grievance and arbitration procedure under this Agreement. However, the Employer shall provide its reasons in writing to the employee with a copy to the Bargaining Unit President.

12.03 Probationary employees shall be entitled to all benefits hereunder providing they meet the requirements of Article 25.

ARTICLE 13 – WORK ASSIGNMENT

13.01 Each teacher who has been qualified by the Academic Council to work in a classification will have an allotment of hours by classification based on the average number of teaching hours in that classification (as defined in Article 11.01) in the previous three academic years immediately preceding the current year. For the purposes of clarity, teaching hours do not include examining hours. Teachers may have allotments in more than one classification. However, allotments may not be transferred between classifications. Allotments for teachers with less than three years service in the bargaining unit shall be based on the previous year or the average of the previous two years for one year or two year teachers respectively.

13.02 For The Glenn Gould School and The Young Artists Academy, the Employer shall assign teaching hours by classification at its sole discretion but shall not exceed a teacher's allotment unless one or more of the following apply:

- (a) all of the teachers with allotments in the classification have had their allotments filled;
- (b) a student has requested the teacher;
- (c) based on the schedules of availability they have provided to the Employer, teachers in the classification who have not filled their allotments are not available;
- (d) the pedagogical needs of the student support such an alternate assignment.

13.03 For The Royal Conservatory School, the Employer shall assign teaching hours by classification progressively by seniority, beginning with the teacher with the highest seniority, unless one or more of the following apply:

- (a) the teacher's allotment has been fulfilled;
- (b) the student has requested another teacher;
- (c) based on the schedule of availability provided to the Employer, the teacher is not available at the time requested by the student;
- (d) the pedagogical needs of the student as stated by the student and/or parent or guardian support an alternate assignment.

13.04 Once all individual allotments in a classification are filled, any additional teaching hours shall be assigned to qualified teachers in the classification in order of seniority unless one or both of the factors in 13.03(b) and (d) applies to determine an alternate assignment.

13.05 If on the completion of the process in Article 13.02 and 13.03 there are still additional teaching hours, these will be posted within the remainder of the bargaining unit. Unless the provisions in 13.02 (b) and/or (d) or 13.03 (b) and/or (d) respectively apply, candidates will be selected provided that their qualifications have been previously accepted by Academic Council and they have availability as provided for respectively in 13.02(c) or 13.03(c). Where there are two or more qualified and available candidates and neither 13.02 (b) or (d) nor 13.03 (b) or (d) respectively apply, seniority shall be the governing consideration where the candidates are otherwise relatively equal in skills, qualifications and ability.

13.06 Where there are no qualified available candidates under article 13.05 or where the provisions of 13.02 (b) and/or (d) or 13.03 (b) and/or (d) respectively apply, the Employer may hire from outside the bargaining unit.

13.07 For group classes, notwithstanding the foregoing work assignment process, the Employer shall post:

- (a) any new class assignments above the previous academic year's complement within an existing course of instruction;

- (b) any classes within a newly developed course of instruction; and

- (c) any vacant classes within the existing complement from the previous academic year where the teacher is otherwise not available to continue teaching the class.

13.08 The provisions of this Article do not apply to the assignment of temporary work to persons excluded from the bargaining unit under Article 2.

13.09 Bargaining Unit employees with no assigned hours under Article 13 shall be entitled to continue to be enrolled in benefit plans in which the employee was enrolled immediately prior to the start of the academic year in which the employee is first assigned no hours under Article 13 for a maximum of two (2) years provide the employee pays 100% of premium contributions.

13.10 Teachers must provide their written schedule of availability for group lessons by no later than January 31st and their written schedule of availability for individual lessons by no later than March 31st for the availability year commencing no earlier than July 1. Employees who fail to provide availability will be deemed to have no availability for the purposes of the work assignment process unless otherwise availability amendments are agreed to at the sole discretion of the Employer. However at the request of the OSSTF the Employer shall consider individual circumstances.

13.11 Where (a) a student or the student's parent/guardian on his or her own initiation elects not to enroll or (b) a student has requested a teacher and the employer elects not to enroll the student or is not able to accommodate the student's request, the employer will confirm such in writing to the teacher; upon receiving such written confirmation, the provisions of Article 15.01 and 15.02 do not apply to that particular teacher/student relationship.

Students will not be enrolled for home teaching unless the student was taught at home in the 2011-12 academic year.

ARTICLE 14 – HEALTH AND SAFETY

14.01 The employer agrees to adhere to health and safety standards contained in the Occupational Health and Safety Act.

ARTICLE 15 – OUTSIDE TEACHING

15.01 The employer acknowledges teachers' circumstances may require them to accept additional outside teaching opportunities. Such teaching or teaching opportunities shall not include any student who is currently or has been in the previous academic year a client of the Employer.

15.02 Any breach of the provisions of Article 15.01 shall be deemed to constitute just cause for dismissal.

15.03 No Bargaining Unit member shall be required by the Employer to teach off-site.

15.04 If a teacher is asked by the Employer to teach off-site, the Employer shall provide insurance coverage.

ARTICLE 16 – JOB POSTINGS

16.01 Where a posting requirement arises under Article 13 the Employer shall post the vacancy in the Faculty Lounge.

16.02 Each posting shall indicate the assignment, wage range, teaching qualifications, commencement date and the deadline for the application.

16.03 A copy of the posting shall be sent to the President of the Bargaining Unit.

16.04 The vacancy shall be posted internally for at least five (5) work days before the application deadline.

16.05 The unsuccessful Member candidate(s) shall be offered the opportunity for a debriefing. Such debriefing shall be scheduled in a timely manner.

ARTICLE 17 – RETIREMENT

17.01 No Bargaining Unit employee shall be forced to retire at any age.

ARTICLE 18 – UNION RIGHTS

18.01 The Employer shall provide a bulletin board for the use of the Bargaining Unit in the Faculty Lounge, provided such notices are not abusive or derogatory.

18.02 The OSSTF shall notify the Employer in writing of the names of its representatives as follows: executive officers; bargaining and grievance committee members.

18.03 The Employer shall make available annually to the President of the Bargaining Unit the teaching availability materials provided by the employees and shall provide the President of the Bargaining Unit with information relating to the following matters for employees within the Bargaining Unit:

- (a) an annual list of employees, showing their names, addresses and phone numbers,
- (b) teaching assignments, and
- (c) seniority ranking;

18.04 Subject to prior approval, the OSSTF shall be allowed to carry out union business on the Employer's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conferences between OSSTF representatives and Bargaining Unit employees.

18.05 The employees in the Bargaining Unit shall have the right to access the Employer's internet system located in the Faculty Lounge for the purpose of communication between OSSTF and employees of the Bargaining Unit. Such use shall be at no cost to the employees in the Bargaining Unit.

ARTICLE 19 – TEACHER RESPONSIBILITIES

19.01 All teachers must adhere to the established Employer academic standards as approved through the Academic Council.

19.02 Teachers will refrain from taking actions that the employee knows or ought reasonably to know will prejudice the Employer's ability to retain students.

19.03 Employees engaged in teaching or teaching and examination assignments shall be available and agree to commence the assignments as required unless otherwise agreed to by the Parties.

ARTICLE 20 – LIBRARY FACILITIES

20.01 Employees shall be entitled to use the Music Library and Robarts Library at the University of Toronto, subject to the restrictions and terms and conditions defined in the Operating Agreement between The Royal Conservatory of Music and the University of Toronto, as those may be amended from time to time, and subject to any other restrictions and terms and conditions that may be imposed by the University of Toronto.

ARTICLE 21 – DEPARTMENT CHAIRPERSONS

21.01 Department Heads/Department Coordinators shall be elected by the faculty in each discipline as set by Academic Council.

ARTICLE 22 – PARTICIPATION COMMITTEE

22.01 A Participation Committee shall be established consisting of equal numbers of representatives of the Employer and the Bargaining Unit to discuss matters of mutual concern, including but not limited to procedures for the allocation of studio and performance space and student recruitment. The Committee shall meet as often as agreed but shall meet at least once monthly (unless both the Union and Employer agree to waive).

ARTICLE 23 –RIGHTS, PRIVILEGES, PRACTICES, BENEFITS AND REMUNERATION

23.01 All rights, privileges, practices, benefits and remuneration for employees in the bargaining unit shall be in accordance with this Collective Agreement, or by mutual agreement of the parties to the Collective Agreement subject to *The Royal Conservatory of Music Act, 1991* and any such rights, privileges, practices, benefits and remuneration arrangements not specifically provided herein are revoked.

ARTICLE 24 – TEACHER’S BURSARY

24.01 Employees who study with another Conservatory employee or who attend special master classes and courses are entitled to a 25 percent reduction in fees. Further, in the interest of promoting professional development, Bargaining Unit employees wishing to attend a Conservatory School class, may do so without charge, so long as the respective class has met minimum enrolment, and the Bargaining Unit employee’s participation in the class does not prevent a paying student from registering in the same class.

ARTICLE 25 - BENEFITS

25.01 All existing benefits shall be continued as set out in the existing benefit plans: Basic life insurance, Optional life insurance, Long term disability, Dental, Extended health care, Semi private under 65, Semi private over 65, Pension, except as may be modified by law, provided however, that the only employees eligible to participate in the benefits other than pension are those whose total earnings with the Employer for the previous academic year exceed the following minimum amounts:

- a) \$16,799.49 as of September 1, 2013 (based on earnings in the period September 1, 2012 to August 31, 2013)
- b) \$17,135.48 as of September 1, 2014 (based on earnings in the period September 1, 2013 to August 31, 2014)
- c) \$17,478.19 as of September 1, 2015 (based on earnings in the period September 1, 2014 to August 31, 2015)

For purposes of determining benefit eligibility, RCM earnings include only income from teaching, examining and administrative posts earned between September 1 and August 31 of the previous academic year.

The preceding threshold applies to employees who have actively worked or have commenced an approved leave of absence between February 25, 2008 and February 25, 2010. All other Bargaining Unit members shall be subject to a benefits threshold of \$25,000.

The parties agree that the acceleration in the minimum total annual earnings as reflected in (a) to (c) above is intended to continue to escalate at the same percentage as future annual wage rates negotiated in subsequent collective agreements until it reaches \$25,000 (or such other amounts as the parties may agree).

Finally, notwithstanding the above, the current defined contribution pension plan shall be converted to a Group RRSP following the expiry of the current fiscal year of the pension plan on June 30, 2013. The pension plan will be discontinued and each employee's pension funds will be transferred into a Group RRSP.

25.02 Subject to any legislation, including the Employment Standards Act, employees who are on a leave of absence will not be eligible to participate in the Benefits program during their leave. When an employee returns from a leave of absence he/she will be eligible to participate in the Benefits Program for the current year provided that his/her total earnings with the Employer for the year prior to his/her leave exceeded the applicable threshold as identified in Article 25.01.

ARTICLE 26 - REGISTRATION FOR INDIVIDUAL LESSONS

26.01 To establish the concept of a full academic year, employees will be expected to be available for 36 weeks of instruction between September and the end of June. Employees may request exemptions from the 36-week provision, which exemptions will not be unreasonably withheld.

ARTICLE 27 - REMUNERATION FOR FACULTY

27.01 The remuneration of faculty shall be as set out in Appendix "A". The parties agree that the Employer may institute payment of remuneration by electronic transfer of funds into their bank account or trust company account. Employees will be required to complete a Payroll Bank Deposit Authorization Card by a date stipulated by the Employer. In the event that the employee changes banks or trust companies, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit Authorization Card and any other required documentation. The Employer will issue T4 and T-4A forms as required by law for all members of the Bargaining Unit.

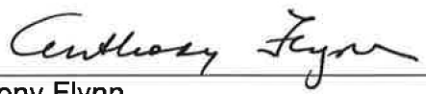
27.02 Examination remuneration will be paid as per the rates established the Employer from time to time for all examiners.

ARTICLE 28 - DURATION OF THE COLLECTIVE AGREEMENT




28.01 This Collective Agreement shall commence and be in effect from September 1, 2012 to August 31, 2015. This Agreement shall automatically renew itself for periods of one year unless either party notifies the other in writing within the period of ninety (90) days prior to the expiry date that it desires to amend or terminate this Agreement.

SIGNED at Toronto, this 3rd day of August, 2012

FOR THE ROYAL CONSERVATORY OF MUSIC


Angela Elster
Tony Flynn

FOR THE ROYAL CONSERVATORY OF MUSIC FACULTY ASSOCIATION AND THE
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION


Robert Loewen
Raffi Altounian
Christopher Foley
Stanley Rosenzweig

Appendix "A"

1. FACULTY TEACHING WITHIN THE ROYAL CONSERVATORY SCHOOL

- a. The following rate listing applies to many of the teachers with individual studio instruction within the RCS, and reflects the agreed to increases of 2% for September 1, 2012, 2% for September 1, 2013 and 2% for September 1, 2014. For the sake of clarity the grid illustrates the increase each affected member of the bargaining unit will receive on these anniversary dates and is not an "advancement" grid. Historic rates have also been included for the sake of reference.
- b. It should be noted that not all employees with individual studio instruction within the RCS have current rates which are located on the grid. Those employees whose current individual studio rates are not expressed on the grid and those employees who are hired after this collective agreement and whose initial individual instruction rate as set by the employer are not expressed on the grid shall be entitled to a rate adjustments as expressed above on the applicable rate adjustment dates.

| 2011-12 Rate | 2012-13 Rate | 2013-14 Rate | 2014-15 Rate |
|-------------------------|-------------------------|-------------------------|-------------------------|
| 34.04 | 34.73 | 35.43 | 36.14 |
| 35.02 | 35.73 | 36.45 | 37.18 |
| 36.24 | 36.97 | 37.71 | 38.47 |
| 37.88 | 38.64 | 39.42 | 40.21 |
| 40.08 | 40.89 | 41.71 | 42.55 |
| 42.47 | 43.32 | 44.19 | 45.08 |
| 45.34 | 46.25 | 47.18 | 48.13 |
| 49.96 | 50.96 | 51.98 | 53.02 |
| 53.15 | 54.22 | 55.31 | 56.42 |
| 56.99 | 58.13 | 59.30 | 60.49 |
| 60.84 | 62.06 | 63.31 | 64.58 |
| 64.51 | 65.81 | 67.13 | 68.48 |
| 68.47 | 69.84 | 71.24 | 72.67 |
| 72.83 | 74.29 | 75.78 | 77.30 |
| 87.74 | 89.50 | 91.29 | 93.12 |

- c. The following rate listing applies to group class/ensemble instruction within the RCS, excluding Summer Theory group class instruction, which is captured under d. Historic rates have also been included for the sake of reference.

GROUP CLASS/ENSEMBLE RATES

| 2011-12 Rate | | 2012-13 Rate | | 2013-14 Rate | | 2014-15 Rate |
|-----------------|--|-----------------|--|-----------------|--|-----------------|
| 38.44 | | 39.21 | | 40.00 | | 40.80 |
| 43.93 | | 44.81 | | 45.71 | | 46.63 |
| 49.91 | | 50.40 | | 51.41 | | 52.44 |
| 54.90 | | 56.00 | | 57.12 | | 58.27 |
| 60.39 | | 61.60 | | 62.84 | | 64.10 |
| 71.37 | | 72.80 | | 74.26 | | 75.75 |
| 76.86 | | 78.40 | | 79.97 | | 81.57 |
| 82.35 | | 84.00 | | 85.68 | | 87.40 |
| 87.74 | | 89.50 | | 91.29 | | 93.12 |

- d. Summer Theory instruction

Summer Theory Instruction compensation shall be determined based on the existing methods following establishment of tuition each year by the Employer for the term of the agreement.

2. GLENN GOULD SCHOOL / YOUNG ARTISTS PERFORMANCE ACADEMY

The compensation rates for all employees teaching within the GGS and/or YAPA programs are recorded as follows:

- for the 2012-2013 academic year, 2% increase to the most current rate prior to September 1 2012
- for the 2013-2014 academic year, a 2% increase to the 2012-2013 rate effective September 1, 2013
- for the 2014-2015 academic year, a 2% increase to the 2013-2014 rate effective September 1, 2014

3. CLARITY NOTE #1 – RATES FOR EI REPORTING

When no hourly rate or equivalent hourly rate is specified in the basis for compensation, the Employer shall use an hourly rate equivalent of \$36.23 per hour for the purposes of calculating hours of work unless the Parties agree otherwise or otherwise as required by law.

4. CLARITY NOTE #2 – HONORARIA RATES FOR DEPARTMENT HEAD/DEPARTMENT COORDINATOR

Duties for those Department Heads/Department Coordinators established by Article 21 of the agreement shall be continued and the applicable rate increases as identified in paragraph 1(a) of this Appendix shall be applied on the effective dates identified in that paragraph.