

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**- and -**

**THE ROYAL CONSERVATORY OF MUSIC**



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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/FEESO).

## **ARTICLE 2 – RECOGNITION**

2.01 The Employer recognizes OSSTF/FEESO 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 in-person classroom or studio teaching, save and except:

- i. division administrators,
- ii. persons above the rank of division administrator, and teachers engaged solely for a non-recurring temporary assignment of less than one academic year.
- iii. In the case of teachers hired from outside the bargaining unit to replace members of the bargaining unit on pregnancy and/or parental leave, this period may be extended up to two years.

For the purposes of clarity, when classes or studio teaching which are normally held in person are required by the employer to be held temporarily on-line, the reference to "in person classroom or studio teaching" includes such on-line activity.

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

The bargaining unit shall be notified of all non-recurring temporary assignments within ten (10) calendar days of the appointment.

### **2.01.1 Camps**

The Employer shall first offer positions teaching camp programs to qualified members of the bargaining unit through its posting process including the rate of pay. Employees shall have ten (10) calendar days to respond. Where no bargaining unit member successfully bids for a position as a camp teacher, the Employer may seek outside candidates. Teaching camp positions which are filled by external candidates are excluded from the collective agreement. However, the Employer shall not use a rate of pay different than that posted internally if it hires an external candidate. Once the Employer sets a rate of pay for a particular camp program, the rate of pay shall be increased by the applicable wage increase percentage set out in Appendix "A" for any subsequent academic year the same program is offered during the term of this Collective Agreement.

## **2.01.2 Music Appreciation Programs**

The parties agree that presenters in the Music Appreciation Programs are excluded from the collective agreement unless they are otherwise members of the bargaining unit. For the sake of clarity, Music Appreciation Programs conducted by existing members of the bargaining unit shall not be subject to Articles 11, 13 or 16.

By way of definition, the Music Appreciation Program is defined by the following factors, all of which must be present:

- a) There is no RCM curriculum. Presenters develop their own presentations.
- b) Programs do not involve teaching an instrument or applied music theory. They are intended to be of general interest or entertainment.
- c) Program participants are not evaluated or subject to examinations.

All wages earned by members of the bargaining unit teaching in the Music Appreciation Program shall count towards the benefit threshold in Article 25.

2.02 The Employer recognizes OSSTF/FEESO 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/FEESO.

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

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/FEESO of any changes to the amounts to be deducted in accordance with Article 5.02 at least ninety (90) days prior to the effective date of the change.

5.04 The OSSTF/FEESO dues deducted in accordance with Article 5.02 shall be remitted to the Treasurer of OSSTF/FEESO 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/FEESO 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, with an additional copy of the list provided to the bargaining unit president. Dues will be paid by single remittance to the OSSTF/FEESO 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.

## **ARTICLE 6 – NO DISCRIMINATION**

6.01 The Employer and the OSSTF/FEESO agree to comply with the provisions of the *Human Rights Code* as may be amended from time to time. For the sake of clarity the current *Code* contains the following prohibited grounds: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status and disability. In addition, neither party shall discriminate by reason of non-membership, membership or lawful activity in the OSSTF/FEESO.

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/FEESO; 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/FEESO 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/FEESO 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/FEESO 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/FEESO.

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/FEESO, the OSSTF/FEESO 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/FEESO'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/FEESO 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/wages 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.

#### **8.03 Personnel Files**

- a) Records of discipline shall be removed from an employee's record provided the employee remains discipline free for twenty-four (24) months from the date of issuance of the prior discipline.
- b) An employee or the employees' authorized representative (authorized in writing) shall be permitted to review the employees' personnel file upon request once per year at a time convenient for the human resources representative and to be provided, on a one time only basis, with a copy of the materials contained within subject to any legal or other restrictions imposed on the employer.

### **ARTICLE 9 – LABOUR/MANAGEMENT RELATIONS**

9.01 The Employer agrees to provide employees with electronic copies of notices and/or documents including a copy of the current Collective Agreement (within two (2) weeks of the employee's hire and for all other Employees upon finalization of a new Collective Agreement) at their organizational email address and to post hard copies in the Faculty Lounge. Newly hired employees will be advised of the name of the Bargaining Unit President.

## **ARTICLE 10 – UNION REPRESENTATION**

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

10.02 The Employer recognizes the right of the OSSTF/FEESO 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/FEESO, 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 or meeting in which the Employer reasonably expects to impose disciplinary action or a transfer, demotion or discharge for reasons of competency, the employee shall be informed of the employees' right to have an OSSTF/FEESO 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/FEESO representative to represent the employee during the interview. If the employee requests representation by OSSTF/FEESO, an OSSTF/FEESO representative shall be sent for without undue delay and without further discussion of the matter with the employee concerned.

## **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 – camps
- 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 purposes of this article:

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

*"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 (30) days of the posting of the list. When necessary, a corrected list will be posted within thirty (30) days following the reported error.

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/FEESO.

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 working 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 Phil and Eli Taylor Performance Academy for Young Artists**, 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 Oscar Peterson 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 they are qualified 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 a reduction in hours under Article 13, which no longer entitles them to the benefit plan, 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 had the reduction in hours under Article 13 for a maximum of two (2) years provide the employee pays 100% of premium contributions. Such participation shall be subject to the terms and restrictions of the plan(s) including but not limited to the eligibility requirements.

13.10 By each January 14, the employer shall issue a reminder through the employer's internal email system that teachers must advise in writing the schedule of their availability to work:

- a) in the summer program of the then current academic year;
- b) for group class instruction in the following academic year; and
- c) for individual instruction in the following academic year.

Employees must provide the requested information by January 31st of each year. Employees who fail to provide availability will be deemed to have no availability for the purposes of the work assignment process unless other availability amendments are agreed to at the sole discretion of the Employer. However at the request of the OSSTF/FEESO the Employer shall consider individual circumstances.

Availability must be provided in blocks of time meeting minimum thresholds. On weekdays and Sundays, employees will be required to make themselves available for minimum four (4) hour blocks per day. For Saturdays, employees will be required to make themselves available for minimum five (5) hour blocks. Nothing in this provision precludes an employee from identifying a longer block of availability on a given day.

13.11 Where (a) a student or the student's parent/guardian on their 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.

13.12 After a student is officially registered and assigned to a teacher, if the student decides to discontinue lessons with the Employer, the Employer shall pay the teacher for the lesser of either the next two (2) lessons or until the end of the term following the discontinuance

#### 13.13 Trial Lessons

As part of the regular new student intake process, the Employer requires prospective students to take a trial lesson. Bargaining unit members who are assigned a thirty minute trial lesson shall contact the customer within forty eight (48) hours of receiving written notification from the Employer, in order to schedule the trial lesson. Failure to make contact within such period shall result in the assignment being made to another bargaining unit member. After one (1) occurrence in each term (Fall, Spring, Summer) this will result in the member being removed from the seniority list of available teachers for the balance of the term.

Notwithstanding, if a member is not available for a period of time and notifies the Employer in writing, the member will be considered unavailable for trial lessons during this period and such referrals for trial lessons shall be provided to the next available teacher.

#### 13.14 Oscar Peterson Program

Notwithstanding any other provision of the collective agreement, the Employer may assign work in the Oscar Peterson Program at its discretion without reference to considerations of seniority and allotment. The Employer may but is not required to post any work assignments for The Oscar Peterson Program.

### 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.

- a) 14.02 Without limiting the generality of 14.1 the parties agree that the following provisions of the *Occupational Health and Safety Act* as summarized below shall apply to the Joint Health and Safety Committee ("JHSC"). The parties agree that where amendments or additions to the Act are enacted these shall supersede the summary provisions below:  
The JHSC shall meet at least once every three months (s.9(33))
- b) The parties shall ensure that at least one worker member and one employer member are certified members (s.9(12)).



- c) The JHSC has the power to identify and hazards and make recommendations with respect to the health and safety of workers including the establishment of monitoring programs and to obtain information with respect to hazards of materials, processes or equipment or tests conducted by the employer for the purpose of occupational health and safety and to be consulted and have a member present at such testing and to conduct workplace inspections at least once per month. (s.9(18) and (23))
- d) The JHSC shall keep minutes of its meetings (s.9(22)) and post the names of its members where it will come to the attention of workers s.9(32)
- e) JHSC committee members shall be entitled to one hour or such other time as the JHSC determines is necessary to prepare for committee meetings and to attend committee meetings and carry out the committee member's duties under s. 9(26), 9(27) and 9(31) of the Act and shall be deemed to be at work during the times described in s. 9(34) of the Act and shall be paid at the applicable regular or premium rate of pay (s.9(35)).
- f) Members shall be deemed to be at work while fulfilling the requirements to become a certified member and shall be paid at the applicable regular or premium rate for such work unless paid by the WSIB for the time spent fulfilling the requirements to become certified.

## **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 and circulate it via the Employer's internal issued email.

16.02 Each posting shall indicate the assignment, seniority classification, 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 ten (10) calendar 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/FEESO 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, and the most recent addresses, personal email addresses and phone numbers which have been provided by the employees to the Employer by the end of September,
- (b) teaching assignments including the seniority classification in which work has been assigned, and
- (c) seniority ranking;

18.04 The employer shall provide a monthly list of the number of newly registered students and to whom they have been assigned to the President of the bargaining unit. For the sake of clarity, student names shall not be included.

18.05 Subject to prior approval, the OSSTF/FEESO 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/FEESO representatives and Bargaining Unit employees. Employer approval shall not be unreasonably withheld.

18.06 The employees in the Bargaining Unit shall have the right to access the Employer's internet system for the purpose of communication between OSSTF/FEESO 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.

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 assignments shall be available and agree to commence the assignments as required unless otherwise agreed to by the Parties.

19.04 All Teachers must furnish a current Vulnerable Sector Check "VSC" at the time of hire as a condition of employment. In the case of teachers who have not previously provided a VSC to the Employer, a current VSC will be required prior to January 31<sup>st</sup> 2020 to be considered for teaching assignments to minors beyond that time.

By January 31<sup>st</sup> of each year following the provision of the VSC, each teacher will be required to provide a written offence declaration on a form prepared by the Employer as a necessary condition to being considered for assignments to minors for summer, fall or winter sessions that fall immediately after the deadline. Teachers will cooperate with any further pupil safety requirements imposed in the future by legislation or as a condition of the Employer's funding from Government (at any level) even if such mandated conditions conflict with the terms of the Collective Agreement. The written offence declaration shall include all convictions under the *Criminal Code* for which a pardon has not been granted and which are not included on a prior offence declaration or the teacher's VSC.

## **ARTICLE 20 – LIBRARY FACILITIES**

20.01 Employees shall be entitled to use the RCM Music Library.

## **ARTICLE 21 – OSCAR PETERSON SCHOOL GROUP CLASS PERFORMANCE HONORARIA**

Teachers within the Oscar Peterson School of Music will be paid honoraria for attendance and relevant on-site co-ordination at approved group class performances. Teachers will be paid an honorarium at a rate of \$50.00 per hour for group class performances as requested and with the prior approval of the Employer. For the sake of

clarity, the honoraria does not apply to group class performances conducted during assigned teaching hours.

## **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, a procedure to address the remuneration scheme, student recruitment and establishing an evaluation process that addresses student retention and Employer performance measurement. The committee shall meet as often as agreed but shall meet at least once monthly (unless both 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, 2013* 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 Oscar Peterson School 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 Oscar Peterson School class, may do so without charge, so long as the respective class has met minimum enrollment, 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 AND LEAVES**

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) \$18,000.00 as of September 1, 2022 (based on earnings in the period September 1, 2021 to August 31, 2022)

- b) \$19,000.00 as of September 1, 2023 (based on earnings in the period September 1, 2022 to August 31, 2023)
- c) \$20,000.00 as of September 1, 2024 (based on earnings in the period September 1, 2023 to August 31, 2024).

All RCM earnings shall count for purposes of determining benefit eligibility.

25.02 Subject to any legislation, including the Employment Standards Act, employees who are on a statutory leave shall be eligible to participate in the Benefits program during their leave. To maintain participation in coverage, the employee shall agree to provide payment for the employee's share of the benefits premiums. Employees on an unpaid leave of absence shall continue participation in the Benefits program during their leave. To maintain participation in coverage, the employee shall agree to provide payment for the full share of the premium.

### **Bereavement Leave**

**The following shall apply to teachers of group classes:**

25.03 In the case of absence from work due to bereavement in the immediate family, the teacher will be paid for any group classes scheduled in a period up to, but not exceeding five (5) days. Immediate family shall mean the employee's parent, parent-in-law, spouse, sibling, child, grandchild, or grandparent.

25.04 In the case of absence from work due to bereavement in the extended family, the teacher will be paid for any group classes scheduled in a period up to, but not exceeding two (2) days, provided that, in the sole discretion of the head of the school, it is not possible to reschedule the class to a time following the end of the bereavement period. Extended family shall mean aunt, uncle, niece, nephew, first cousin, sibling-in-law.

### **Short Term Disability Leave**

25.05 Subject to the conditions specified in this policy bargaining unit employees covered by the Collective Agreement between the Employer and OSSTF may be entitled to receive short term disability benefits ("SUB Benefits") for the period they are in receipt of Employment Insurance (EI) sickness benefits (currently up to 15 weeks). This plan shall come into effect provided that the Employer receives approval by the Employment Insurance Commission or any such other approving body as required by legislation. It shall be in effect until August 31, 2025.

25.06 Eligibility will be extended to those who meet the following criteria:

- a) The employee is eligible to apply for the Employer's Long Term Disability Plan pursuant to the eligibility criteria in Article 25 of the Collective Agreement.
- b) The Employee is in receipt of EI sick benefits and provides proof satisfactory to of the same.

- c) The Employee is not in receipt of benefits under the *Workplace Safety and Insurance Act* for the same absence.

25.07 Short term disability benefits take effect upon proof of receipt of EI sickness benefits and are calculated as:

- a) twelve percent (12%) of the employee's normal weekly earnings with the Employer and will continue as long as in receipt of EI sickness benefits. However, in no case shall total value of the EI benefit and SUB benefit payments exceed 67% of the employee's normal weekly earnings with the Employer.
- b) In the event an employee is required to repay EI for sickness benefits received, the Employer reserves the right to recover SUB benefits accordingly and any such amount shall become a payment owing to the Employer by the employee.

25.08 SUB payments will commence after employee provides proof of receipt of EI sickness benefits to Human Resources and will be paid retroactively to the commencement of the EI sickness benefit period. Employees in receipt of payments for sickness benefits must immediately advise Human Resources when EI sickness benefits payments end. In the event of an overpayment of SUB benefit payments, the Employer reserves the right to recover such overpayment and any amount shall become a payment owing to the Employer by the employee.

25.09 The duration of any period during which an employee receives sickness pay benefits under this policy shall be included when determining an employee's entitlement to sick leave, if any, under the provisions of the *Employment Standards Act, 2000*.

25.10 Employees have no vested rights to payments under the plan except during periods of unemployment as identified in this plan. No other payment which is paid to or becomes owing to an Employee shall be reduced by virtue of payments under this plan.

25.11 The Employer shall maintain a separate accounting of all payments made under the plan. Plan payments shall be made directly by the Employer from its general revenues.

25.12 Any changes to the plan must be submitted for approval to the Employment Insurance Commissioner or any other such approved body within 30 days of the effective date of the change.

#### **25.13 Group RRSP**

Subject to any provisions of the law, the Employer shall maintain the current Group RRSP including, but not limited to, the current contribution formula. For the sake of clarity, the current formula is 4.5% of earnings which is paid by the Employer.

## **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**

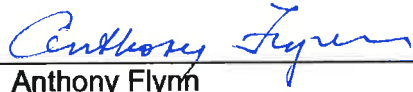
27.01 The remuneration of faculty shall be as set out in Appendix "A". The parties agree that the Employer may institute payment of remuneration by electronic transfer of funds into their bank account or trust company account. Employees will be required to complete a Payroll Bank Deposit Authorization 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.

## **ARTICLE 28 – DURATION OF THE COLLECTIVE AGREEMENT**

28.01 This Collective Agreement shall commence and be in effect from September 1, 2022, to August 31, 2025. 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 15 day of Oct, 2022

FOR THE ROYAL CONSERVATORY OF MUSIC:



Anthony Flynn

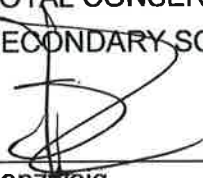
Executive Vice President




Jeffrey Hillis

Chief Administrative Officer

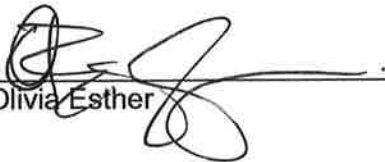
FOR THE ROYAL CONSERVATORY OF MUSIC FACULTY ASSOCIATION AND THE  
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION:



Stanley Rosenzweig



Colleen Didur



Olivia Esther



Jennifer Burford



## Appendix "A"

A 5% annual wage increase applicable on September 1, 2022, a 3% annual wage increase applicable on September 1, 2023, and a 2% annual wage increase applicable on September 1, 2024 shall be applied to adjust the existing wage tables accordingly.

### 1. FACULTY TEACHING WITHIN THE OSCAR PETERSON SCHOOL

(a) The following rate listing applies to many of the teachers with individual studio instruction within the Oscar Peterson School, and reflects the agreed to increases of 5% for September 1, 2022, 3% for September 1, 2023 and 2% for September 1, 2024. 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 Oscar Peterson School 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 adjustment as expressed above on the applicable rate adjustment dates.

2022-2023	2023-2024	2024-2025
\$50.36	\$51.87	\$52.91
\$53.33	\$54.93	\$56.03
\$56.96	\$58.67	\$59.84
\$62.74	\$64.62	\$65.91
\$66.75	\$68.75	\$70.13
\$71.55	\$73.69	\$75.17
\$76.40	\$78.69	\$80.26
\$81.01	\$83.44	\$85.11
\$85.97	\$88.55	\$90.32

(c) The following rate listing applies to group class/ensemble instruction within the Oscar Peterson School, 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

2022-2023	2023-2024	2024-2025
\$62.03	\$63.90	\$65.17
\$68.93	\$71.00	\$72.42
\$75.83	\$78.11	\$79.67
\$89.61	\$92.30	\$94.14
\$103.38	\$106.48	\$108.61
\$110.13	\$113.44	\$115.71

(d) 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.

(e) The following rates will apply to camps offered in the 2022-2023, 2023-2024 and 2024-2025 academic years respectively.

2022-2023	2023-2024	2024-2025
\$55.72	\$57.40	\$58.54
\$66.86	\$68.87	\$70.25
\$72.44	\$74.61	\$76.10

#### 2. Glenn Gould School/ Taylor Academy

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

- for the 2022-2023 academic year, 5% increase to the most current rate prior to September 1, 2022
- for the 2023-2024 academic year, a 3% increase to the 2022-2023 rate effective September 1, 2023
- for the 2024-2025 academic year, a 2% increase to the 2023-2024 rate effective September 1, 2024.

**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 \$38.44 per hour for the purposes of calculating hours of work unless the Parties agree otherwise or otherwise as required by law. This rate shall be increase to \$40.36 on September 1, 2022, to \$41.57 on September 1, 2023 and to \$42.40 on September 1, 2024.

## MEMORANDUM OF AGREEMENT

BETWEEN:

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(the "Union")

-- and --

THE ROYAL CONSERVATORY OF MUSIC  
(the "Employer")

In cases where students first enrolled in the Oscar Peterson School in the period between March 17, 2020 and June 30, 2022 and:

- (a) received only on-line instruction in that time;
- (b) do not enroll in OPS after June 30, 2022; and
- (c) wish to continue on-line instruction with the OPS teacher with whom their previous on-line study took place

the prohibition of 15.01 will not apply to the Oscar Peterson School teacher who provided the initial instruction to the student, with respect to those students only. As this constitutes outside teaching and the referenced student will not be enrolled in the Oscar Peterson School, the on-line instruction provided cannot be conducted from the Employer's premises and no credit for any course completion will be recorded in students records of The Royal Conservatory.