

Collective Agreement

between

The Manitoba Museum

and

Manitoba Government and General Employees' Union

Local 133

October 1, 2021 to September 30, 2024

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*All changes appear **in bold**.

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*All changes appear in **bold**.

This agreement made this 13th day of September, 2022.

between

The Manitoba Museum

(hereinafter referred to as the “Museum”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part

Article 1 Preamble

1:01 Whereas it is in the public interest to further harmonious relations between the Museum and its employees through the process of collective bargaining with respect to all aspects of employment including compensation, working conditions, job security, health and welfare and staff development, and whereas the Union is the certified bargaining agent for certain employees, the parties hereto agree as follows:

Article 2 Definition

2:01 For interpretation of this Agreement unless the content otherwise requires, the expression:

- (a) “Anniversary Date” means the first working day of the month of initial employment with the Museum or any modification of this date as per Article 15:04.

- (b) “Employee” means a person employed by the Museum and includes full-time and part-time employees within the bargaining unit as per Article 3.
- (c) “Position” means a position of employment with the Museum.
- (d) “Full-time Employee” means an employee who is normally required to work the regular thirty-five (35) hours per week.
- (e) “Part-time Employee” means an employee who normally works for less than thirty-five (35) hours per week and receives an hourly rate of pay.
- (f) “Temporary **Full-Time** Employee” means an employee who is employed for a specific period of time but in any event not to exceed a period of **six hundred and thirty (630) hours** worked. **Following the completion of six hundred and thirty (630) hours worked, a** temporary employee shall become an “employee” covered by the terms of this Agreement. Prior to the completion of **six hundred and thirty (630) hours** worked, a temporary employee shall not be covered by the terms of this Agreement. No temporary employee shall be terminated and re-employed for the purpose of extending the period of temporary employment.
- (g) “Temporary **Part-Time** Employee” means an employee who is employed for a specific period of time but in any event not to exceed a period of **four hundred and fifty (450) hours** worked. **Following completion of four hundred and fifty (450) hours worked, a temporary employee shall become an “employee”** covered by the terms of this Agreement. **Prior to the completion of four hundred and fifty (450) hours worked, a temporary employee shall not be covered by the terms of this Agreement. No temporary employee shall be terminated and reemployed for the purpose of extending the period of temporary employment.**
- (h) “Term Employee” means an employee hired for a specific period of time or for the completion of a specific job.

- (i) “Probation” means a period of time that an employee serves following their initial employment with the Museum during which time the Museum may evaluate the employee’s performance and may terminate the employment of the employee at any time without being required to show cause.
- (j) “Merit Increase” means an increase in the rate of pay for an employee of at least one step within the salary range, but not exceeding the maximum for the classification.
- (k) “Demotion” means a change of employment with the Museum from one position to another having a lower maximum salary.
- (l) “Promotion” means a change of employment with the Museum from one position to another having a higher maximum salary.
- (m) “Holiday” means a day off work with full pay and no loss of benefits.
- (n) “Discrimination” means, except where bona fide and reasonable cause exists, or where it is based upon bona fide and reasonable requirements or qualifications, the differential treatment, whether intended or not, of an individual or group of individuals based on an individual’s actual or presumed membership in or association with some class or group of persons, rather than on the basis of personal merit, or any of the categories listed in Article 43:02.

“Discriminatory Action” means any act by the Museum or the Union or any person acting under the authority of the Museum or the Union which discriminates against an individual on the basis of the protected characteristics listed in Article 43:02 during the period of employment including but not limited to layoff, suspension, dismissal, loss of opportunity for promotion, demotion, transfer of duties or change in working hours.

- (o) Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural where the context so requires.

- (p) “Medical Practitioner” means a legally qualified medical practitioner.
- (q) “Museum” refers to management at the Museum. When the word Museum is used in the context of a “person” in relation to seeking approval or a requirement for mutual agreement, it refers specifically to the employee’s immediate supervisor/manager. The supervisor/manager may refer a situation to the Director of Human Resources when clarification is required.
- (r) **“Interpersonal Relationship Violence Leave”** means domestic violence within the meaning of subsection 2(1.1) of The Domestic Violence and Stalking Act that is caused by an act or omission of a person described in subsection 2(1) of The Act.
- (s) **“Regular Scheduled Part-Time Employee”** means an employee who normally works for a specific number of hours that are less than thirty-five (35) hours per week and receives an hourly rate of pay.
- (t) **“Flexible Scheduled Part-Time Employee”** means an employee who normally picks work shifts and works for hours that are less than thirty-five (35) hours per week and receives an hourly rate of pay.
- (u) **“Shift”** is defined as a daily work assignment within a twenty-four (24) hour period, in accordance with Article 11, Hours of Work, with a defined start and end time.
- (v) **“Split Shift”** is defined as a minimum of any two (2) or more three (3) hour daily work assignments.

Article 3 Recognition and Scope

3:01 The Museum recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Manitoba Museum as specified in

Certificate No. MLB 5756 issued under the Labour Relations Act by the Manitoba Labour Board on July 31, 2001.

- 3:02** This Agreement shall apply to all employees of the Museum except the incumbents of positions specifically excluded by the terms of the Labour Relations Act of the Province of Manitoba and temporary employees. Such exclusions shall be confirmed by Memorandum of Understanding from time to time and attached to this Agreement for informational purposes. (See Appendix “A”)

Article 4 Management Rights

- 4:01** All functions, rights, personnel pay practices, powers and authority which the Museum has not specifically abridged, delegated or modified by this Agreement are recognized as being retained by the Museum.
- 4:02** In administering this Agreement, the Museum shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 5 Membership

- 5:01** All employees who come under the scope of this Agreement whether or not they are members of the Union shall have an amount equal to the regular Union dues deducted by the Museum from each bi-weekly pay. Such dues shall be forwarded to the Union every four (4) weeks together with a list of the names of employees from whom deductions have been made.
- 5:02** The Union shall notify the Museum in writing of any changes in the amount of dues at least two (2) weeks prior to the end of the pay period in which the deductions are to be made.

Article 6 Duration of Agreement

- 6:01** (a) This Agreement shall be in full force and effect from the date of **ratification by the membership** up to and including September 30, **2024** and from year to year thereafter, subject to the right of either party

to give notice of intent to commence negotiations upon September 30, **2024** or any anniversary date thereafter by written notice. Such written notice must be given at least thirty (30) days prior to September 30, **2024** or any anniversary date of this Agreement thereafter and may also include a notice of desire to bargain collectively. Upon receipt of such notice the parties shall meet and bargain collectively in an effort to conclude a renewal or revision of the Agreement.

- (b) During the period required to negotiate a renewal or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.

6:02 For the period between the expiry of the previous Agreement up to and including the date of signing of this Agreement, the provisions of the previous Agreement will be deemed to have been in full force and effect. Any grievance or dispute initiated, in process or referred to arbitration during this period, shall be governed in accordance with that Agreement.

Article 7 Notice for Collective Bargaining

7:01 Notice of desire to bargain collectively in accordance with Article 6 shall not oblige either party to this Agreement to negotiate a renewal or revision of this Agreement to take effect prior to the expiry date of this Agreement.

7:02 When a party to this Agreement has given notice of intent to bargain collectively, pursuant to Article 6:01, the parties shall meet to exchange proposals and commence to bargain collectively within fifteen (15) calendar days of receipt of such notice, or thirty (30) days prior to the expiry of this Agreement, whichever comes last in time, and make every effort to conclude a renewal or revision of the Agreement or a new Agreement; these time limits may be changed by mutual agreement.

Article 8 Probation

- 8:01** Newly hired employees will be considered to be probationary employees for a period of one hundred twenty (120) calendar days. During the probationary period, the Museum may at any time discharge a probationary employee with proper notice of one (1) full pay period, without being required to show cause.
- 8:02** In consultation with the Union, the Museum and the employee may agree to extend the probationary period by sixty (60) calendar days. Any extension shall be confirmed in writing with the reasons therefore. A meeting will be held with the employee and the Union to discuss the reasons(s).
- 8:03** If an employee has not successfully completed the probationary period of their initial appointment, and accepts or transfers into a new position, the employee shall commence a new probationary period of one hundred twenty (120) calendar days from the start date of the new position.

Article 9 Recruitment and Appointment

- 9:01** If the Museum decides to fill a position within the bargaining unit which becomes vacant as a result of promotion, termination of employment, leaves of absence, or a new position being created, such vacancies shall be filled with a present qualified employee who makes application as hereinafter provided. The Museum shall notify the Union if it decides not to fill a vacancy together with the reasons for such decision. **The Employer shall notify the Union of their intention within thirty (30) calendar days of the position becoming vacant. Where the position is not going to be filled within ninety (90) days, the Employer shall provide the Union with an update on their intentions with the position every following ninety (90) days unless otherwise mutually agreed upon.**
- 9:02** To be considered qualified, an applicant must meet the minimum required qualifications set forth in the job description for the position.

- 9:03** When the Museum decides to fill a vacant position or a new position occurs in the bargaining unit, the Museum will post a notice **in print or electronic format or email notice** thereof **to all bargaining unit staff** at least five (5) working days **prior to the closing date for a vacant position in Pay Groups 1, 2, or 3 or at least ten (10) working days prior to the closing date for a vacant position in Pay Groups 4 through 10.** The notice shall be dated and shall include the job description, salary range, and position of immediate supervisor.
- 9:04** An employee desirous of applying for a vacant position classified in Pay Groups 1, 2 or 3 must do so, in writing, within five (5) working days of the posting of the notice. An employee desirous of applying for a vacant position classified in Pay Groups 4 through 10 must do so, in writing, within ten (10) working days of the posting of the notice.
- 9:05** Selection of a present employee for the position, from internal qualified applicants, shall be on the basis of ability which may be determined by an interview, past work performance, and seniority, with seniority prevailing in the event of equality of ability and past work performance.
- 9:06** An employee on leave of absence or income protection shall be notified of all vacant positions or new positions within the bargaining unit. The employee shall provide the Human Resources Department with their preferred method of contact during a leave.
- 9:07** The employee appointed shall be on **a trial period of** one hundred twenty (120) calendar days. If that employee proves unsatisfactory, or wishes to return to their former position, they shall be returned to their former position and salary.
- 9:08** Where there is no internal qualified applicant applying in writing for a vacant position classified in Pay Group 1, 2 or 3 within five (5) working days of the posting of the notice, the Museum may appoint a person from inside or outside the bargaining unit to fill the position. Where there is no internal qualified applicant for a vacant position classified in Pay Group 4 through 10

applying in writing within ten (10) working days of the posting of the notice, the Museum may appoint a person from inside or outside the bargaining unit to fill the position.

- 9:09** When an employee is not appointed after applying, they shall be told the reasons therefore. On written request, these reasons shall be provided to the employee in writing within ten (10) working days of receipt of the request.
- 9:10** No employee shall be transferred from one position to another without the employee's written consent or written application.
- 9:11** A successful applicant for a position shall be informed, in writing, of at least the starting date, the position of their immediate supervisor, initial salary rate, and current job description.
- 9:12** Should the Museum find it necessary to fill a vacant position by a temporary assignment as provided in Article 9:08, then such appointment shall be made on the principle set forth in Article 9:05. In any event, all things equal, present employees will be given preference over external candidates.
- 9:13** No newly hired employee shall be placed in the pay range for the position in a manner that would result in an injustice or inequity in relation to the placement of existing staff within the pay range for similar positions.
- 9:14** Where an employee has been appointed to a term assignment then the employee, upon expiry of the assignment, shall revert to their former position or to a comparable position without loss of wages or seniority upon completion of the term assignment. Seniority shall continue to accrue during the period of the term assignment.

Article 10 Promotions and Demotions

- 10:01** Whenever an employee is promoted, they shall be paid at least one step greater than the rate of pay in their former position, except that such pay shall not be less than the minimum, nor greater than the maximum of the pay range for the position to which they are promoted.

10:02 Whenever an employee is demoted, they shall be placed on the step closest to the rate of pay of their former position, except that such pay shall not be greater than the maximum of the pay range for the position to which they are demoted.

Article 11 Hours of Work

11:01 Full-time Employees

Hours of work for all full-time employees shall be seven (7) hours per day and thirty-five (35) hours for every seven (7) day period. These hours shall include two (2) rest periods of fifteen (15) minutes each with pay per day. These hours of work do not include a one (1) hour mid-shift meal period without pay per seven (7) hour day. A seven (7) day period shall be from Saturday to Friday. Days of rest shall be scheduled on a consecutive basis with one of the consecutive days off being a Saturday or Sunday, unless mutually agreed to by the Union and management in writing.

11:02 (a) At least twenty-one (21) calendar days prior to the first working day of the next calendar month, the Museum shall post a schedule of assigned shifts for all full-time employees.

(b) **A workday shall be comprised of a night, day and evening shift and be determined by where a majority of the hours are worked:**

- **Night Shift shall be 00.01 hours – 0800 hours**
- **Day Shift shall be 0800 hours – 1600 hours**
- **Evening Shift shall be 1600 hours – 2400 hours**

11:03 The Museum recognizes that weekend day shifts assigned to full-time employees may be traded. It will be the responsibility of the affected employee to identify another full-time employee to cover their assigned shift and make the necessary arrangements. All changes in assigned shifts to full-time employees must be approved in writing by the appropriate supervisor who will then adjust the posted schedule for full-time employees under their

responsibility. Wherever possible, the supervisor will assist the affected employee in making arrangements for changes in assigned shifts.

- 11:04** The supervisor will not approve a change in assigned shifts as per Article 11:03 if the full-time employee covering the shift exceeds the limitations stated in Article 11:07.
- 11:05** The Museum has the right to change the assigned shifts of full-time employees. However, should the Museum cancel shift(s) which have been assigned, or alter the start and/or end time, without giving the employee affected three (3) days written notice, the full-time employee shall receive one and one-half times (1½x) for each new shift they are required to work. There shall be a minimum of twelve (12) hours between the end of a previous shift to the start of the next shift. Upon mutual agreement an employee may choose to work with less than twelve (12) hours between shifts but shall be paid at one and one-half (1 ½x) times their regular pay for the hours that fall within the twelve (12) hour period.
- 11:06** Notwithstanding the provisions of 11:02, the Museum may post a work schedule for a period greater than one (1) month.
- 11:07** A full-time employee will not be required to work more than two (2) weekend days in any one (1) calendar month.
- 11:08** In recognition of full-time employees working weekend days and in addition to other benefits as contained in this Collective Agreement, a full-time employee shall receive an additional one (1) days' time (7 hours) for every twenty-eight (28) hours worked on a Saturday or Sunday as per Article 11:07. This time can either be added to the employee's compensatory time entitlement or received in cash at the then current annual salary rate.
- 11:09** Each full-time employee shall **request time off from work using the Absence Management Module and record overtime and weekend hours earned using the Time Management Module in the Human Resource Information System based on the guidelines provided by the Museum.**

Article 12 Overtime and Callback

- 12:01** Overtime must be authorized in advance by the immediate supervisor. A full-time employee who is required to work beyond the normal seven (7) hours per day shall be compensated for such additional hours at a rate of pay which is one and one-half ($1\frac{1}{2}x$) times their regular hourly pay, but no overtime pay shall be granted for periods that are less than fifteen (15) minutes in any one day. Overtime calculations shall be to the nearest fifteen (15) minutes (e.g. 23 minutes = $\frac{1}{2}$ hour). A part-time employee who is required to work more than seven (7) hours per day or more than thirty-five (35) hours per week shall be compensated for overtime aforesaid.
- 12:02** A full-time employee who is required to work on one (1) of their normal rest days shall be compensated for such additional hours at a rate equal to one and one-half times ($1\frac{1}{2}x$) for the first seven (7) hours worked and at a rate equal to two times ($2x$) for all hours after seven (7) hours or for the second consecutive rest day worked.
- 12:03** (a) **Employees who are contacted for work related business outside of scheduled work hours but not required to attend to work in person shall be compensated in fifteen (15)-minute increments for all time spent communicating with the Employer, or designate, and responding to any requests. Such time shall be compensated at the appropriate rate outlined in Article 12:01.**
- (b) If a full-time employee is required to report to work on a scheduled rest day, such requirement shall constitute a callback. If a full-time employee is required to report for work at times other than during their regularly scheduled days of rest and if such required hours of work commence after the employee has completed their regularly scheduled hours of work and cease at least one-half ($\frac{1}{2}$) hour prior to the commencement of each employee's next regularly scheduled hours of work, such requirement shall constitute a callback. An employee who is called back shall be paid for a minimum of four (4) hours of work at the applicable overtime rate.

12:04 The parties agree to the principle of equitable division of the offering of overtime work. When overtime work is scheduled, it shall be first offered to the capable employee with the most seniority in the department concerned. After first so offering to the senior person entitled, if the work is refused or in excess of the work accepted by the senior person, the work will continue to be offered in order of seniority until all work available has been accepted or all work available has been offered to all employees in the department capable of performing the work.

If at that time there is still scheduled overtime work which has not been accepted, overtime shall be mandatory and shall be worked as required by the Museum in reverse order of seniority of the employees qualified to perform the work in the department in which the overtime is to be worked.

12:05 Effective from the first of the bi-weekly pay period following the date of signing and limited to all overtime earned from that date:

- (a) At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee equivalent time off in lieu thereof. No employee shall accumulate more than seventy (70) hours of banked time off in lieu of overtime unless otherwise mutually agreed in writing between the Museum and the employee.
- (b) All time off in lieu thereof (to be taken within **six (6)** months of the overtime worked) shall be granted at a time mutually agreeable to the Museum and the employee.
- (c) Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the Museum and the employee within **ninety (90)** days following the end of the bi-weekly period in which the overtime was worked.
- (d) Once arrangements are made for the time off in lieu, these arrangements shall not be altered except by mutual agreement between the Museum and the employee.

- (e) **Where mutual agreement has not been reached within this ninety (90) day period, the employee shall receive pay in lieu of time off.**

12:06 The Employer acknowledges that an employee may be required to incur overtime to continue attendance at a Museum-sanctioned event or activity, including but not limited to meetings, corporate functions, or delayed/extended visitor services, where contacting the employee's supervisor for prior approval may be impractical or not possible. In such an event, the employee may be permitted to incur and claim overtime as per Article 12:01 up to and including three (3) hours. The employee would be required to document and report any such occurrence to their supervisor as soon as reasonably possible. No reasonable claim for overtime under these circumstances will be denied.

Article 13 Vacation

13:01 The vacation year shall be April 1 to March 31.

13:02 Employees shall earn vacation leave credits on the following basis:

- (a) One and one-quarter ($1\frac{1}{4}$) working days per complete month **(equivalent to 4.038 working hours per complete two weeks)** of service during the first two (2) years of employment to be taken in the vacation year following the year in which the vacation is earned.
- (b) Commencing from the beginning of the third (3rd) to the end of the ninth (9th) year of employment or vacation year, one and two-thirds ($1\frac{2}{3}$) working days per complete month **(equivalent to 5.386 working hours per complete two weeks)** of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter.
- (c) Commencing from the beginning of the tenth (10th) year to the end of the nineteenth (19th) year of employment or vacation year two and one-twelfth ($2\frac{1}{12}$) working days per complete month **(equivalent to 6.731 working hours per complete two weeks)** of service in each vacation

year to be taken in the year in which ten (10) years of service are completed and yearly thereafter.

- (d) Commencing from the beginning of the twentieth (20th) year of employment or vacation year two and one-half ($2\frac{1}{2}$) days per complete month **(equivalent to 8.077 working hours per complete two weeks)** of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.
- (e) Notwithstanding Article 13:01 (a), (b), (c) and (d), employees terminating in their second year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter ($1\frac{1}{4}$) days per complete months **(equivalent to 4.038 working hours per complete two weeks)** of service, and employees terminating in their ninth year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds ($1\frac{2}{3}$) days per complete month **(equivalent to 5.386 working hours per complete two weeks)** of service, and employees terminating in their nineteenth year of service shall have their vacation leave credits cashed out at the rate of two and one-twelfth ($2\frac{1}{12}$) days per completed month **(equivalent to 6.731 working hours per complete two weeks)** of service.

13:03 Each full time employee shall be allowed to exercise their seniority twice a year for the purposes of requesting vacation as follows:

- (a) **For the period between April 1 to September 30, a full-time employee shall be notified of their vacation entitlement no later than January 2 of each year and** may take vacation to which they are entitled at one or more times during the year subject to the approval of the Museum. **Vacation requests shall be submitted to the employee's immediate supervisor no later than February 1 of each year. Their immediate supervisor shall post an approved vacation schedule by March 1 of each year. The Museum shall give priority in the selection of dates for vacation to employees having the most seniority within their Department. Employees whose requests are not granted due to**

operational requirements shall be notified by their immediate supervisor prior to the posting of the approved vacation schedule and asked to work with their supervisor to find an alternate time to schedule vacation.

- (b) For the period between October 1 to March 31, a full time employee shall be notified of their remaining unscheduled vacation entitlement no later than July 1 of each year and may take vacation to which they are entitled at one or more times during the remainder of the vacation year subject to the approval of the Museum. Vacation requests shall be submitted to the employee's immediate supervisor no later than August 1 of each year. Their immediate supervisor shall post an approved vacation schedule by September 1 of each year. The Museum shall give priority in the selection of dates for vacation to employees having the most seniority within their Department. Employees whose requests are not granted due to operational requirements shall be notified by their immediate supervisor prior to the posting of the approved vacation schedule and asked to work with their supervisor to find an alternate time to schedule vacation.
- (c) Employees exercising their seniority under (b) shall not be able to displace employees whose vacation had already been approved prior to September 1 regardless of seniority.
- (d) Any period of approved vacation shall not be altered without mutual consent between the Employer and the affected employee.
- (e) Where the Museum has been unable to schedule part or all of an employee's requested vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Museum may authorize payment in lieu of vacation. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation

leave to the following year subject to a maximum of their annual vacation eligibility.

- 13:04** Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement, in lieu of the holiday.
- 13:05** Full-time employees shall be entitled to receive earned vacation pay in immediate advance of taking vacation.
- 13:06** Unless otherwise mutually agreed, in writing, between the employee and the Museum, no employee shall accumulate more than thirty (30) days' vacation eligibility.
- 13:07** When a full-time employee is absent due to illness or disabilities for which compensation is paid under the Workers Compensation Act, they shall continue to earn vacation credits for a period of six (6) months from the date of commencement of their illness or disability.
- 13:08** **Vacation requests submitted outside of 13:03(a)&(b) above, shall be processed and the employee advised accordingly within fourteen (14) calendar days of receipt of the request if it has been granted or denied. Such requests will be considered based on operational requirements and seniority.**

Article 14 Holidays

- 14:01** Every full-time employee shall receive the following paid holidays:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
Truth and Reconciliation Day (Sept 30)	

and any other holiday proclaimed by Federal or Provincial Statute.

- 14:02** Where any of the above holidays fall on a full-time employee's day off, the employee shall receive the next normal working day(s) as a holiday(s) in lieu thereof.
- 14:03** A full-time employee who is required to work on a holiday, as defined in Article 14:01, shall be compensated at two (2) times their regular hourly rate plus receive statutory holiday pay.
- 14:04** Notwithstanding Article 14:02 the observance of a holiday which falls on Saturday or Sunday may be any other day which is mutually agreed to by the parties hereto.
- 14:05** Every full-time employee will only be required to work one-half ($\frac{1}{2}$) of the normal working day on December 24 when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.

Article 15 Merit Increase

- 15:01** The parties recognize that an employee's skill and knowledge related to their job should increase in proportion to the employee's years of experience in that job or position and therefore agree that the employee's salary should increase in the same relationship.
- 15:02** An employee, subject to the provisions of Article 15:03, shall be entitled to receive a merit increase within the pay range for their position on their anniversary date.
- 15:03** Employees demonstrating ongoing satisfactory performance of required duties will be entitled to an annual merit increase within the pay range for their position. The Museum may withhold an employee's merit increase for reasons of unsatisfactory performance. Unsatisfactory performance must be documented in the most recent annual performance review with an overall job performance rating of "unsatisfactory" and the immediate supervisor

must provide evidence that the employee has failed to meet the terms of an agreed to development plan. In this event, the employee shall be advised, in writing, at least ten (10) working days prior to their anniversary date and such notice shall give the specific areas of unsatisfactory performance.

- 15:04** (a) **In accordance with Article 10:01**, upon a promotion or reclassification, an employee shall be entitled to an increase in pay of no less than the starting rate of the position to which they are promoted or reclassified.
- (b) As a result of the above, the employee's anniversary date shall now be considered to be the effective date of the promotion or reclassification.

Article 16 Employee Performance and Employee Files

- 16:01** The Museum and the Union agree that good supervisory practices require the development and maintenance of comprehensive personnel performance files.
- 16:02** Upon written request to the Director of Human Resources or their designate, an employee, and/or a representative of the Union named in the request shall have the right to examine no more than twice in each calendar year the employee's personnel file. Each employee shall be given a copy of every document placed in their employee file that references the assessment of their work performance and/or matters of a disciplinary nature.
- 16:03** In addition to the rights to examine the personnel file designated in Article 16:02, an employee, **and/or their designated union representative**, shall have the right to examine that personnel file once during the course of a grievance proceeding which concerns a grievance filed by the employee.
- 16:04** When a formal written report of an employee's performance or disciplinary action is made, the employee concerned shall sign the report in question to indicate that its contents have been read. The employee shall have the right to place their own comments in a space provided on the above mentioned report prior to their signing. The employee shall have the right to place their

own comments in respect of disciplinary action on their personnel file without recrimination for such comments provided the comments are related to the disciplinary action taken and are not personal in nature. These comments shall be maintained so long as the report of disciplinary action is maintained. Immediately upon the employee signing a report, the employee shall be handed an exact copy for their own record.

16:05 The Museum agrees that if an employee has not received any of:

- (a) A suspension within **eighteen (18) months**;
- (b) A written warning within one (1) year;
- (c) A verbal warning within six (6) months

Preceding an event for which the Museum decides to impose discipline, the employee's past disciplinary record shall not be taken into account in order to justify increased discipline on a culminating incident or progressive discipline principle. However, it is understood and agreed that the provisions of this Article shall not operate so as to permit or prevent an employee to claim a mitigation of penalty based on a previously good record. Further, this **eighteen (18) month** period shall be exclusive of periods of layoff or leave of absence without pay.

Article 17 Grievance Procedure

17:01 The parties to this Agreement emphasize the necessity of satisfactory grievance procedure, the purpose of which is to provide an orderly and effective process for the consideration and prompt resolution of differences between the parties to this Agreement arising from the application or interpretation of this Agreement.

17:02 An employee has the right to representation by a Union representative at any stage in the grievance procedure.

17:03 Without limiting the generality of Article 17:01, in this procedure:

- (a) A grievance is defined as a complaint in writing concerning:
 - (i) The application, interpretation, or alleged violation of an Article of this Agreement, or a signed Memorandum of Understanding, or a signed Memorandum of Agreement between the parties;
 - (ii) The dismissal, suspension, demotion, or written reprimand of an employee.
- (b) A grievance must be in writing and signed by the employee or employees involved and a Union representative. It may be presented by an employee on their own behalf and/or by a Union representative on behalf of the employee or group of employees and/or by the Union on behalf of the bargaining unit.
- (c) Grievances presented on behalf of a group of employees, the Union, or related to Article 26 - Layoffs shall commence at Step 2.
- (d) The written description of the nature of the grievance shall be sufficiently clear and shall state the redress requested. If an Article(s) of this Agreement is allegedly violated or misinterpreted such Article(s) shall be stated in the grievance.
- (e) At any stage of the grievance procedure, the grievor or the Union representative may clarify the written description of the grievance without changing its substance.
- (f) The time limits prescribed herein may be extended by written agreement of both parties. Requests for extension(s) shall be made before the expiry date of the time limits. An extension shall not be unreasonably sought nor unreasonably withheld.
- (g) An employee or the Union may abandon or withdraw a grievance by giving written notice to the Museum at the step the grievance was last presented. Notwithstanding the provisions of the Labour Relations Act, if an employee or the Union fails to initiate or process a grievance within

the prescribed time limits, the grievance shall be deemed to be abandoned.

- (h) The Museum may commence a grievance by presenting a written grievance to the President of the Union or a representative of the Manitoba Government and General Employees' Union in their absence. The Union shall have twenty (20) days to respond to the grievance in writing. If the matter is not thereby settled to the satisfaction of the Museum it may refer the matter to arbitration pursuant to Article 18 of this Agreement.
- (i) Notwithstanding anything in this Agreement to the contrary, in the event that there is an allegation of a violation of Article 20 of this Agreement, the grievance shall commence at Step 2. At the conclusion of Step 2 of the grievance procedure, should a grievance concerning an alleged violation of Article 20 of this Agreement not be satisfactorily settled, the matter may only be proceeded to arbitration on the following basis:
 - (i) The Complainant(s) first refers the matter to the Human Rights Commission of Manitoba.
 - (ii) If the Museum and the grievor(s) concur in a final and binding settlement pursuant to the Human Rights Act that the grievance may be heard and shall be finally resolved at arbitration pursuant to this Agreement, and if the Union concurs in writing, then the grievance may be heard at arbitration pursuant to this Agreement.
 - (iii) If the settlement to proceed to arbitration is not achieved under Article 17:03(i) and (ii) then the grievance may only be pursued under the Human Rights Act of Manitoba.

17:04 Step 1

The employee will first discuss the alleged grievance with their supervisor within five (5) working days of the occurrence or five (5) working days from the date on which they first became aware of the actions or circumstances giving rise to the grievance. The employee may, if they desire, be

accompanied by a Union representative or a representative of their choice. The employee and the supervisor shall sign a brief statement indicating recognition and the date of this discussion, with a copy to the Director of Human Resources. The supervisor shall issue a decision in writing to the employee within five (5) working days from the date of the discussion.

Step 2

Where the decision of Step 1 is unsatisfactory to the grievor, the employee and/or Union representative shall within ten (10) working days of the receipt of the decision in Step 1, or if no decision is received within the time limits specified, present the grievance to the Director of Human Resources or their designate who shall issue a receipt for same. From the date of issue of the receipt, the Director of Human Resources shall within ten (10) working days, hold a hearing and discuss the matter with the employee and/or Union representative, and issue their decision in writing to the employee, with a copy to the Union representative.

Step 3

If the decision of the Director of Human Resources is not accepted, the dispute may be referred to arbitration within twenty (20) working days of the decision in Step 2.

- 17:05** An employee may file a complaint with respect to any employment related issue that falls outside of the definition of a grievance. Such complaint shall be processed in accordance with the procedure set forth in Step 1 and Step 2 of the grievance process. The decision of the Director of Human Resources at Step 2 shall be final and binding on the parties, and not referable to arbitration.

Article 18 Arbitration Procedure

- 18:01** In the event that a grievance or a dispute involving the application, interpretation or administration of this Agreement is not settled through the

grievance procedure to the satisfaction of both parties, such matter may be the subject of arbitration in accordance with the procedure set out hereunder.

- 18:02** Either party, within twenty (20) working days of receipt of a final decision by the other party, may give written notice of its intention to submit the dispute to arbitration. Failure to give such notice within twenty (20) working days shall mandatorily mean that the grievance is deemed to be abandoned.
- 18:03** The party giving such notice shall, at the time of giving such notice, advise the recipient of the name of a proposed sole arbitrator who they would find acceptable to hear the grievance. The recipient of such notice shall respond to that proposal within ten (10) working days. In the event that the parties are unable to agree on the name of the sole arbitrator within ten (10) days of the initial notice, then either party may apply to the Manitoba Labour Board for the appointment of a sole arbitrator to hear the grievance.
- 18:04** The arbitrator shall meet and hear the evidence of both sides and render their decision within ten (10) working days after completion of the hearing or such further time as the parties may jointly agree upon and their decision shall be final and binding upon the employee, the Union and the Museum.
- 18:05** The arbitrator shall not be empowered to change, by their decision, any provisions of this Agreement or to set provisions of a new Agreement.
- 18:06** The arbitrator shall have the right to rescind, vary or uphold the decision of the Museum.
- 18:07** The fees and expenses of the Arbitrator shall be shared equally by the parties.
- 18:08** Either party is entitled to call witnesses or other persons to give testimony and if employees of the Museum are called by the Museum they shall be allowed leave with pay and if employees in the bargaining unit of the Museum are called by the Union they shall be allowed leave with pay and the Union shall reimburse the Museum for one hundred percent (100%) of the wages paid to such employees for the period of absence.

18:09 The above time limits may be waived by the written agreement of the parties hereto.

Article 19 Job Descriptions and Job Classification

19:01 In this Article “Position” means a group of current duties and responsibilities assigned by the Museum.

19:02 In this Article “Job Description” or “Position Description” means the written description of the duties, responsibilities and minimum required qualifications of the position.

19:03 In this Article “Classification” means a group of positions, which have attained total point scores, through the established job evaluation methodology, within the same established range.

19:04 In this Article, “Classification Committee” means a group of no more than six (6) staff representatives, half of whom shall be representatives from the bargaining unit. A quorum shall be two (2) representatives from the Union and two (2) representatives from the Museum. The President of the Local and the Director of Human Resources shall be members of this Committee and shall chair the committee meetings on a rotating basis.

19:05 When the Museum establishes a new position or substantially changes the duties and responsibilities of an existing position, the Museum shall provide the Union and the affected employee with a job description for the new or altered position.

19:06 To determine the appropriate classification for a new position, or where an employee or supervisor is of the opinion that the duties and responsibilities of an existing position have changed significantly to the extent that a reclassification of the position may be warranted, the following procedures shall apply:

- (a) The employee or supervisor concerned shall submit a Job Information Questionnaire (JIQ) to the Director of Human Resources;

- (b) Upon receipt of the JIQ, the Director of Human Resources shall convene a meeting of the Classification Committee to review and evaluate the JIQ;
- (c) Within twenty-five (25) working days following receipt of the JIQ, the Director of Human Resources shall render the Committee's decision to the employee or manager concerned;
- (d) Time limits may be extended by mutual written agreement.

19:07 Where the employee or supervisor concerned disagrees with the decision of the Classification Committee, they may meet with the Committee to review the Committee's rationale and to present their basis for disagreement within fifteen (15) working days following receipt of the decision in Article 19:06 (c), unless a reasonable extended timeframe is mutually agreed upon by the employee, supervisor and Director of Human Resources.

19:08 Where the Classification Committee and the employee or Supervisor concerned reach an impasse following reasonable discussion, a consultant who is conversant in the process of job evaluation will meet with the Committee and the employee or supervisor concerned to resolve the issue. If consensus cannot be reached at this stage, the consultant will make the decision based on the principles set forth in the Museum Job Evaluation Factors & Sub-factors Manual. Any fees charged by the consultant will be borne equally by the Union and the Museum. The resolution at this stage is final and is not arbitrable.

19:09 Consultants referred to in Article 19:08 shall be selected by mutual agreement between the Union and the Museum.

19:10 The effective date of a reclassification will be the date an employee takes over the new or substantially changed duties, provided a completed JIQ is submitted to the Director of Human Resources within one hundred twenty (120) calendar days of taking over the new duties. If the JIQ is not received within one hundred twenty (120) calendar days of taking over the new or substantially changed duties, the effective date will be the date the request is

formally made under Article 19:06(a). Reasonable time will be allowed the employee to complete the JIQ on paid time.

- 19:11** (a) **In instances where an employee's position is determined to be at a lower pay group as a result of the JIQ process, the employee shall receive wage protection at their current rate of pay until such time as they voluntarily transfer to another position within the Museum or the employment relationship ends.**
- (b) **During this period of wage protection, an employee will be eligible to receive merit increases or benefits in accordance with the Collective Agreement.**

Article 20 Harassment/Sexual Harassment

- 20:01** The Museum and the Union agree that harassment will not be tolerated in the workplace or in connection with the workplace, and the Museum's Policy and Manitoba Provincial Legislation on harassment must be adhered to.
- 20:02** Situations of alleged harassment shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with any step of the grievance procedure the grievance will automatically be sent forward to the next step.
- 20:03** Harassment – any objectionable conduct, comment, physical contact or display, directed at an employee or volunteer, made on the basis of race, creed, religion, colour, sex, sexual orientation, marital or family status, mental or physical disability, physical size or weight, age, nationality, ancestry or place of origin, political belief, association or activity, and which creates an intimidating, hostile or offensive environment in which staff work.

Harassment also includes but is not limited to the following:

- Verbal Abuse
- Bullying
- Abuse of Power

- Sexual Intimidation

- 20:04** Where an employee feels they are being harassed, they are encouraged to let the offending individual know that their conduct is unacceptable and unwelcome. If the conduct continues or if the employee feels uncomfortable with the offending individual the following Articles will apply.
- 20:05** Where an employee is of the opinion that they have been or are being harassed by another employee; the employee may forward a written complaint directly to the Director of Human Resources. The complaint shall be marked “Personal and Confidential”.
- 20:06** The Director of Human Resources or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 20:07** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 20:08** The Director of Human Resources or designate after investigating the complaint shall have the authority to:
- (a) Dismiss the complaint; or
 - (b) Determine the appropriate discipline; and/or
 - (c) Take any action, which in the Director of Human Resources’ opinion may be necessary.

Article 21 Sick Leave

- 21:01** (a) The Museum shall grant sick leave with pay and benefits to employees provided that, if they are capable, the employee informs their supervisor of their illness at least one (1) hour prior to the time they are expected to report for work.
- (b) **In instances where an employee becomes ill at work and needs to leave they shall inform their supervisor, or designate, and be granted sick leave from the time their supervisor, or designate, is**

informed to the end of their scheduled shift minus any unpaid rest periods.

As per Article 21:11 this Article applies to part-time employees who have accumulated sick leave credits.

- 21:02** The sick leave for which a full-time employee is eligible shall accumulate at the rate of three-quarters ($\frac{3}{4}$) of a day per two week period. This will be prorated for part-time employees.
- 21:03** The maximum amount of sick leave which a full-time employee may accumulate shall be limited to one hundred fifty (150) working days. This will be prorated for part-time employees.
- 21:04** Sick leave shall accumulate during authorized leaves of absence with pay which do not exceed thirty (30) consecutive working days. Sick leave shall not accumulate during leaves of absence without pay of more than two (2) weeks.
- 21:05** An employee hired on the first working day of a pay period shall be eligible for sick leave credits from that date. An employee hired on any date other than the first working day of a pay period shall be eligible for sick leave credits from the first of the next pay period.
- 21:06** When an employee is absent because of illness for more than three (3) consecutive days, the Museum may require a certificate from a medical practitioner stating that the employee was unable to work. If this certificate is not produced, the employee will not be entitled to salary other than for the first three (3) days. If the illness is continuing, progressive reports may also be required from the medical practitioner. Any cost of required medical certificates shall be paid by the Museum. The Museum may require a certificate from a medical practitioner stating that an employee who has been absent on sick leave due to serious illness is fit to return to work, prior to allowing such employee to return to work. The Museum shall not require such a certificate without good and sufficient reason. Notwithstanding the foregoing, the Museum may on occasion accept an appropriate certificate

from another licensed practitioner where the employee has been referred to that practitioner by their medical practitioner and the employee's medical practitioner is continuing to periodically monitor the treatment being administered.

- 21:07** If a full-time employee is sick while on their normal vacation and confined to **their home for a period of government or health authority ordered isolation**, a hospital, bed or wheelchair for a period of five (5) or more consecutive days on the written instruction of a duly qualified medical practitioner, and provided the employee notifies the Museum, in writing, of the sickness immediately following the five (5) days confinement, or when practical, the Museum shall allow the period of sickness to be charged to any existing unused sick leave credits. The Museum will arrange for rescheduling of the number of days charged to unused sick leave as vacation at an alternative time. **It is understood that during a period of isolation an employee may not be able to procure a medical note in which case they may do so following the period of isolation.**
- 21:08** When a full-time employee is unable to work and is in receipt of Workers Compensation Allowance as a result of an injury in the course of their duties, the employee, if they so elect, shall be paid an additional amount which, when combined with the compensation allowance, shall ensure maintenance of their regular salary. The difference between the amount the Museum receives from the Workers Compensation allowance and the employee's regular salary shall be chargeable to the employee's sick leave credits at the time the employee commenced receipt of Workers Compensation Allowance and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.
- 21:09** The Museum may exercise its discretion in extending more sick leave with pay than that for which an employee is eligible under this Article.
- 21:10** For employees who become disabled and unable to work and are eligible for long term disability coverage in accordance with the Museum's disability insurance policy, there is a **one hundred and nineteen-(119) day** waiting

period before they are eligible for long term disability coverage. The Museum agrees to pay the disabled employee their regular daily wages for this **one hundred and nineteen (119)-day** period or the period of the disability, whichever is less. These payments to this employee will be charged against the employee's sick leave credits, but in no event shall any shortfall in sick leave credits diminish the above payments. **Where an employee has filed the required documents sixty (60) days prior to the expiration of the one hundred and nineteen (119)-day waiting period and long term disability is not provided, or an employee's claim has been denied and is being appealed, they shall be entitled to continue to access accumulated sick leave credits.**

- 21:11** Existing sick leave credits accumulated before October 1, 1987 by part-time employees will be maintained.

Article 22 Court Leave

- 22:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

Article 23 Bereavement Leave

- 23:01** (a) An employee shall be entitled to **bereavement** leave of ten (10) working days, plus reasonable traveling time, without loss of salary in the event of the death of a spouse or child or ward of the employee.
- (b) An employee shall be entitled to bereavement leave of five (5) working days, plus reasonable travelling time, without loss of salary in the event of the death of a member of the employee's immediate family. Immediate family is defined as parents (including step-parents or foster parents), brother, sister, or relative permanently residing in the employee's household or with whom the employee permanently resides.

23:02 An employee shall be entitled to **bereavement** leave of two (2) working days plus up to one additional day when travel exceeding two hundred and fifty (250) kilometres in the same direction is required without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, or grandchild.

23:03 In the event that a close relative or close friend of an employee has a life threatening illness (injury) and it is necessary for the employee to be absent from work to provide support, the Museum shall grant such leave of absence with pay as is reasonably necessary up to a maximum of two (2) weeks. Such leave will be deducted from the employee's sick leave entitlement. Examples of life threatening illnesses (injuries) would include but not be limited to incidents of heart attack, serious illnesses such as cancer and major traffic accidents.

If a leave of absence of longer than two (2) weeks is requested by the employee, the time must be taken from the employee's vacation entitlement or banked overtime hours if available, or taken through a leave of absence without pay and must be approved by the Museum.

23:04 At its discretion, the Museum may grant leave with or without pay for purposes other than those specified above.

Article 24 Family Related Responsibilities

24:01 For the purposes of this Article family is defined as spouse (or common law spouse) dependent children (including dependent children of legal or common law spouse), parents (including step-parents or foster parents), siblings or any relative permanently residing in the employee's household or with whom the employee permanently resides.

24:02 Appointments

An employee is expected to make every reasonable effort to schedule medical or dental appointments for themselves and dependent family members to

minimize or preclude the employee's absence from work. Where an employee is unable to schedule appointments in a manner which could preclude the employee's absence from work, an employee shall be granted up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by themselves or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify their immediate supervisor of the appointment as far in advance as possible.

24:03 Temporary Care

In addition to leave as per Article 23, **Bereavement** Leave, an employee is entitled up to two (2) consecutive days of paid leave to provide for the immediate temporary care of a sick family member or to provide the employee with an opportunity to make alternate care arrangements where the illness is of a longer duration.

24:04 The total leave which may be granted under Article 24:02 and 24:03 shall not exceed ten (10) days in a fiscal year.

24:05 The leave granted under this Article will be deducted from the employee's sick leave entitlement. Employees who do not have any sick leave entitlement will not be eligible for leave under this Article. If more than ten (10) days have been requested by the employee, the additional time must be taken from the employee's vacation entitlement or banked overtime hours if available, or taken through days off without pay and must be approved by the immediate supervisor.

Article 25 Parenting and Family Leaves

25:01 These Plans shall be available to all full-time and part-time employees of the bargaining unit. An employee who qualifies may apply for leave under Plan A or B Maternity Leave, but not both. A pregnant employee, who qualifies for Maternity Leave is only eligible for Plan A Parental Leave, not Plan B Parental Leave.

PLAN A - Maternity Leave

25:02 In order to qualify for Plan A, a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Museum;
- (b) Submit to the Director of Human Resources an application in writing for leave under Plan A at least four (4) weeks before the day specified by **the employee** in the application as the day on which **they** intend to commence such leave; and
- (c) Provide the Director of Human Resources with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of delivery.

25:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 25:02(c), or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 25:02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Museum may vary the length of maternity leave upon proper certification by the attending physician.

PLAN B - Maternity Leave

25:04 In order to qualify for Plan B, a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Museum;

- (b) Submit to the Director of Human Resources an application, in writing, for leave under Plan B at least four (4) weeks before the date specified by **the employee** in the application as the date on which **they** intend to commence such leave;
- (c) Provide the Director of Human Resources with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery;
- (d) Provide the Director of Human Resources with proof that **they have** applied for employment insurance benefits and that Service Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.
- (e) An applicant for Maternity Leave under Plan B must sign an agreement with the Museum providing that:
 - (i) **They** will return to work and remain in the employ of the Museum on a full-time or part-time basis, whichever is applicable, for at least six (6) months following **their** return to work, and
 - (ii) **They** will return to work on the date of the expiry of **their** maternity/parental leave unless this date is modified by the Museum, and
 - (iii) Should **they** fail to return to work as provided under (i) and/or (ii) above, **they are** indebted to the Museum for the full amount of pay received from the Museum as a maternity allowance during **their** entire period of maternity leave.

25:05 An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) days of **their** accumulated sick leave against the Employment Insurance waiting period. An employee who has been granted maternity leave shall also be permitted to apply up to an additional five (5) days of **their** accumulated sick leave in the week after

Employment Insurance Maternity benefits are paid or an additional five (5) days of **their** accumulated sick leave in the week after Employment Insurance Parental benefits cease, but shall not be payable beyond the seventy-eighth (78th) week of leave.

- 25:06** Should the employee not return to work following **their** maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.
- 25:07** At the employee's request the Director of Human Resources may authorize, based on operational needs, an employee who has received maternity benefits under Plan B to return to work on a part-time basis for a period of twelve (12) months.
- 25:08** An employee who qualifies for Plan B is entitled to a maternity leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 25:04 (c); or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 25:04 (c) and the actual date of delivery, if the delivery occurs after the date mentioned in that certificate;
 - (c) The Museum may vary the length of maternity leave upon proper certification by the attending physician.
- 25:09** During the period of maternity leave, an employee who qualifies under Plan B is entitled to a supplement to Employment Insurance (EI) maternity benefits as follows:

- (a) For the first **one (1)** week an employee shall be paid for up to five (5) days salary at ninety-three percent (93%) of **their** weekly rate of pay to cover the Employment Insurance (EI) waiting period.
- (b) For up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between the weekly rate of EI benefits the employee receives and ninety-three percent (93%) of **their** weekly rate of pay;
- (c) If an employee does not proceed on Employment Insurance Parental benefits immediately following the exhaustion of Employment Insurance Maternity benefits, the employee shall be paid for up to five (5) days salary at ninety-three percent (93%) of **their** weekly rate of pay in the week following the week when Employment Insurance Maternity benefits ceases.
- (d) All other time as may be provided under Article 25:05 shall be on a leave without pay basis.

For the purposes of calculating the maternity leave allowance for part-time employees, the weekly rate of pay shall be the average weekly pay the employee has received for the twenty-six (26) weeks preceding the commencement of the maternity leave.

Parental Leave

- 25:10** Parental Leave is a leave of absence without pay that is available to both natural and adoptive parents while they are caring for a newborn child or adopted child.
- 25:11** Parental Leave can be taken by either parent, or shared or divided between them, as they deem appropriate.
- 25:12** The maximum amount of time for Parental Leave is sixty-three (63) weeks.
- 25:13** Parental Leave must be started no later than seventy-eight (78) weeks after the child arrives or is placed in the home.

PLAN A – Parental Leave

25:14 In order to qualify for Parental Leave an employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Museum;
- (b) Submit to the Director of Human Resources, notice in writing for this leave at least four (4) weeks before the day specified by the employee as the date on which they intend to commence such leave. The notice should also include the number of weeks of leave, the date the employee will return to work, and a statement that they are going to stay at home to care for the child;
- (c) Provide the Director of Human Resources with a copy of the adoption certificate or proof of the child's birth.

25:15 An employee who qualifies is entitled to and shall be granted parental leave without pay consisting of a period not exceeding thirty-seven (37) weeks meeting the conditions of Articles 25:11.

PLAN B – Parental Leave for Spouses (Fathers, Common Law Partners and Same-Sex Partners), taking the leave, or a portion of, in lieu of the Mother

25:16 In order to qualify for Plan B an employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Museum.
- (b) Submit to the Director of Human Resources, notice in writing for this leave at least four (4) weeks before the day specified by the employee as the date on which they intend to commence such leave. The notice should also include the number of weeks of leave, the date the employee will return to work, and a statement that they are going to stay at home to care for the child.

- (c) Provide the Director of Human Resources with proof that they have applied for, and is in receipt of, employment insurance benefits pursuant to Section 18, Employment Insurance Act.
- (d) An applicant for parental leave under Plan B must sign an agreement with the Museum providing that:
 - (i) They will return to work and remain in the employ of the Museum on a full-time or part-time basis, whichever is applicable for at least six (6) months following their return to work, and
 - (ii) They will return to work on the date of the expiry of their parental leave unless this date is modified by the Museum, and
 - (iii) Should they fail to return to work as provided under (i) and/or (ii) above, they are indebted to the Museum for the full amount of pay received from the Museum as a parental allowance during their entire period of parental leave.

25:17 An employee who qualifies is entitled to and shall be granted parental leave consisting of a period not exceeding sixty-three (63) weeks, meeting the conditions of Article 25:13 with pay in accordance to Article 25:15.

25:18 During the period of parental leave, an employee who qualifies under Plan B is entitled to a supplement to Employment Insurance (EI) parental benefits as follows:

- (a) For the first two (2) weeks an employee shall be paid for up to ten (10) days salary at ninety-three percent (93%) of their weekly rate of pay to cover the Employment Insurance (EI) waiting period.
- (b) For up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between the weekly rate of EI benefits the employee receives and ninety-three percent (93%) of their weekly rate of pay.

- (c) All other time as may be provided under Articles 25:17 and 25:18 shall be on a leave without pay basis.

For the purposes of calculating the parental leave allowance for part-time employees, the weekly rate of pay shall be the average weekly pay the employee has received for the twenty-six (26) weeks preceding the commencement of the parental leave.

- 25:19** Where an employee takes maternity leave and immediately proceeds on parental leave, the employee shall receive ninety-three percent (93%) of their weekly rate of pay in the week following the week of Employment Insurance Parental benefits cease, but no later than the seventy-eighth (78th) week of leave.
- 25:20** Parental leave will be in addition to other benefits employees may receive under Article 25.
- 25:21** An employee who is eligible for and has been granted parental leave pursuant to the provisions of this Article may be eligible for a supplementary benefit where such employee is in a maternity like situation which involves both:
- (a) The adoption of a child, and
 - (b) The employee is also the “primary care giver” of the child.
- 25:22** “Primary Care Giver” means the parent primarily responsible for the care and nurturing of the adopted child during the period of leave. Only one (1) parent shall be determined to be the “primary care giver”.
- 25:23** In order to qualify for the supplementary benefit (which benefit shall be identical to the Maternity Leave Plan B benefit set forth in Article 25:08), the employee must also have met the conditions of Article 25:04 and furthermore, shall not have been disqualified by reason of either of the following:
- (a) Employees will not be eligible for paid adoptive leave where:
 - (i) An employee is denied EI benefits for all or part of the leave.

- (ii) An employee fails to satisfy the Employer that the employee is the “primary care giver”.
- (b) Where more than one (1) child is adopted during the period of adoptive parent leave, only one (1) leave shall be approved.

For all Maternity Leave and Parental Leave Options in this Article

- 25:24** Plan B – Maternity Leave and Plan B – Parental Leave do not apply to an employee who has been notified of layoff.
- 25:25** Payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits, will not be reduced or increased by payments received under this Article.
- 25:26** The provisions of this Article are not intended to replace Section 55 to 57 of the Employment Standards Code.
- 25:27** During the period of leave pursuant to this Article, sick leave and vacation benefits will not accrue.
- 25:28** The Director of Human Resources will forward a letter to the employee confirming the dates and conditions of any leave of absence approved under this Article.
- 25:29** **Compassionate Care Leave**
 - (a) An employee who has been employed by the Museum for thirty (30) or more days will be eligible to apply for unpaid compassionate leave of up to eight (8) weeks to provide care or support to a critically ill family member. Entitlement to such leave and the scope of the term “family member” will be subject to the provisions of Section 59.2 of The Employment Standards Code of Manitoba.
 - (b) In order to be eligible for such leave the employee must provide the Museum with a physician’s certificate stating that a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date when the leave either

commenced or will begin, and that the family member requires the care or support of one (1) or more family members.

- (c) No period of leave may be less than one (1) week duration. An employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks. The period of leave must end no later than twenty-six (26) weeks after the day the first period of leave began.
- (d) Where possible, the employee shall provide the Museum with at least two (2) weeks' notice of their request for such leave.

25:30 Interpersonal Violence Leave

The Employer agrees to recognize that employees sometimes face situations of violence and abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree once there is verification confirmed by a written note by a recognized professional (i.e. doctor, lawyer, registered counselor, intake worker from a women's shelter or other crisis service etc.), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation.

- (a) An employee who is a victim of **interpersonal violence or have dependants who are victims of interpersonal violence** and has been employed for at least ninety (90) days is entitled to both the following domestic violence leaves in each fifty-two (52) week period:
 - (i) Leave of up to ten (10) **paid** days **taken from their accrued sick leave hours**, which the employee may choose to take intermittently or in one continuous period;
 - (ii) Leave of up to seventeen (17) **unpaid** weeks to be taken in one continuous period.
- (b) An employee may take a **interpersonal** violence leave only for one or more of the following purposes **related to the employee or to a dependent**:

- (i) To seek medical attention for the in respect of a physical or psychological injury or disability caused by the **interpersonal** violence;
 - (ii) To obtain services from a victim services organization;
 - (iii) To obtain psychological or other professional counseling;
 - (iv) To relocate temporarily or permanently;
 - (v) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the **interpersonal** violence;
 - (vi) Any other prescribed purposes **in the Province of Manitoba's regulation.**
- (c) Subject to Section (d), leave taken under this section is unpaid leave.
- (d) An employee shall be granted up to five (5) days of paid leave in a fifty-two (52) week period as paid leave, provided that when giving notice under (b) the employee notifies the employer which days, if any, are to be paid leave.
- (e) The amount an employer must pay an employee for a paid day of leave under this Article must not be less than the wage the employee would have been paid had the employee worked their regular hours of work on the day or leave, or five percent (5%) of the employee's total wages, excluding overtime, for the four-week period immediately preceding the day of leave if:
- (i) The number of hours worked by the employee in a normal workday varies from day to day, or
 - (ii) The employee's wages for regular hours of work varies from day to day.

- (f) An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable to the employer.

25:31 Leave for Organ Donation (Unpaid)

For the purpose of this Article an employee donates an organ when they undergo a surgical procedure that involves the removal of an organ or tissue from the employee for the purpose of it being transplanted into another individual.

An employee who has been employed by the Employer for a least thirty (30) days is entitled to unpaid leave of up to thirteen (13) weeks for the purpose of donating an organ. An employee wishing to take this leave shall refer to the Manitoba Employment Standards Code.

25:32 Leave for Citizenship Ceremony (Unpaid)

An employee who has been employed for at least thirty (30) days may take up to four (4) hours of unpaid leave to attend a citizenship ceremony as per the Manitoba Employment Standards Code to receive a certificate of citizenship as provided for under The Citizenship Act (Canada) and regulations made under that Act.

Before taking a leave under this Article, the employee must give the Employer at least fourteen (14) days' notice or, if it is not possible for the employee to give fourteen (14) days' notice, as much notice as is reasonable and practicable in the circumstances. If requested by the Employer the employee must provide evidence of their entitlement to the leave.

25:33 Leave for Critical Illness of Child (Unpaid)

An employee is entitled to a leave under this Article if the employee, in relation to a critically ill child is:

- (a) A parent of the child;
- (b) The spouse or common-law partner of a parent of the child;
- (c) A person with whom the child has been placed for the purposes of adoption.

An employee who has been employed by the Employer for at least thirty (30) days is entitled to a leave of absence from employment of up to thirty-seven (37) weeks to provide care or support to a critically ill child as per the Manitoba Employment Standards Code.

25:34 Leave for Death or Disappearance of Child (Unpaid)

An employee who has been employed by the Employer for at least thirty (30) days is entitled to a leave of absence from employment of up to one hundred four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances that the child died as a result of a crime as per the terms of the Manitoba Employment Standards Code.

An employee who has been employed by the Employer for at least thirty (30) days is entitled to a leave of absence from employment of up to fifty-two (52) weeks if the employee is the parent of a child who has disappeared and it is probably, considering the circumstances that the child disappeared as a result of a crime as per the terms of the Manitoba Employment Standards Code.

25:35 Leave for Reservists (Unpaid)

An employee who is a member of the Reserves, has been employed by the Employer in civilian employment for at least seven (7) consecutive months, and is required to be absent from work for the purpose of service, is entitled to an unpaid period of leave as per the terms of the Manitoba Employment Standards Code.

Article 26 Layoffs

26:01 The Museum and the Union recognize that it is the exclusive right of the Museum to increase or decrease its working force. The Museum shall have the sole right to determine the positions that shall no longer be filled. The Museum undertakes not to make use of the layoff procedure to eliminate an employee whom they find undesirable.

Layoff of Full-time Employees

- 26:02** In the event that the Museum decides to reduce its work force of full-time employees by way of layoff, the Museum undertakes to notify the Union at least **five (5) working days** prior to the posting of the notice required in Article 26:04 in order that consultation with the Union may take place.
- 26:03** In the process of the consultation required by Article 26:02, the Union may designate up to four (4) persons to meet with up to four (4) designated representatives of the Museum. The persons so designated to meet shall hereinafter be referred to as the “committee”.
- 26:04** In the event of a layoff, the Museum shall **issue a written notice to affected employee(s)** and forward a copy of same to the Union at least ten (10) weeks prior to the effective date of the layoff. Such notice shall contain the positions to be vacated, the names of the incumbent(s) of the position(s) and an up-to-date seniority list. **A written notice shall be issued to all employees to be affected by the layoff directly or as a result of subsequent bumping. Any employee laid off as a result of bumping shall receive no less than six (6) week’s notice or pay in lieu.**
- 26:05** The committee shall meet forthwith after the notification required by Article 26:02. As a result of consultation **with the affected employee(s)**, the committee, a majority thereof, or any individual member thereof, may advise the Board of Governors on measures that may be implemented to avoid layoffs. Such advice may include, but not be limited to, the following:
- (a) Budgetary measures other than a reduction of employees;
 - (b) Whether the utilization of other means such as normal retirement, voluntary early retirement or leaves of absence with partial or no pay can postpone or alleviate the need to discontinue positions;
 - (c) Whether or not and to what extent any required reductions could be accommodated in whole or in part by curtailing certain programs;
 - (d) In cases of redundancy, if retraining for another position or alternate classification could be considered as an alternative to layoff.

26:06 If, after consultation with the affected employee(s) and identification of any measures that have been agreed to in Article 26:05, it is determined the bumping process will be utilized, the Museum shall forward to the Union an outline of all possible bumps which would be acceptable to the Museum within five (5) working days after the Museum has issued a written notice to affected employees with a copy to the Union required in Article 26:04. Employees subject to layoff or displacement by bumping shall only be entitled to exercise bumping rights if the following conditions are met:

- (a) The Union shall submit to the Museum, within **ten (10) working days** of receipt of the notice required in Article 26:04, a complete flow chart of all displacements pursuant to layoff and bumping under this Article; and
- (b) Such flow chart shall show no more than one (1) bump being exercised by any one (1) employee.

26:07 To the extent that the bumps and displacements shown on the flow charts are permissible under this Article, the flow chart shall be implemented upon the effective date of the layoff as established by notice under Article 26:04.

26:08 In the event that the Museum does not agree that bumps and displacements shown on the flow chart comply with permissible bumps and displacements under this Article, the Museum shall have the right to reject such bumps and displacements subject to the rights of the employees affected to grieve that the flow chart submitted by the Union should be complied with. The Museum may implement the remaining balance of the bumps and displacements shown on the flow chart with which it agrees. The Museum may substitute bumps and displacements for those with which it does not agree subject to the right of the employees affected to grieve, on the basis that any employee shown on the flow chart as exercising the right to bump shall be deemed to have elected to bump into any position to which they are entitled under this Article rather than accept layoff. The Museum shall **issue** final notice under this Article **to the affected employees** and forward such

notice to the Union within two (2) weeks of receipt of the flow chart from the Union.

26:09 In accordance with the foregoing, employees subject to layoff shall have the right to bump employees junior to them. Employees displaced by bumping shall have the right to displace employees junior to them. Employees shall only have the right to bump into positions in which they possess the minimum qualifications as set forth in the job description for said position.

Notwithstanding the foregoing, no employee shall have the right to bump into a position which has a higher maximum salary.

26:10 An employee bumping into a position shall accept the duties and responsibilities of the previous incumbent of the position. No employee shall be required to continue the duties and responsibilities of the position they have vacated.

26:11 An employee bumping into a position shall receive the maximum salary of the position or their own previous salary, whichever is the lesser.

26:12 An employee who bumps into a lower level position under this Article shall have the right to reinstatement in their former position if such becomes available. The position in such cases will not be posted. The employee shall be reinstated at the salary level they would have attained if the layoff had not occurred. Employees on layoff with rights of recall shall have the same rights to reinstatement.

26:13 **Re-Employment**

(a) **Unless otherwise mutually agreed upon between the parties, an employee who is laid off shall have their name placed on a re-employment list for a period of twelve (12) months and the Museum shall provide the Union with a copy of such re-employment list and any alterations to it during this period of time.** By written agreement, an employee may elect to receive long service pay as provided in Article 33, at the time of layoff and thus waive their right to be placed on the re-employment list.

(b) **Unless otherwise mutually agreed upon between the parties,** the employee shall be automatically terminated after twelve (12) months of continuous layoff at which time they shall be paid any long service pay to which they may be entitled.

26:14 Notice of re-employment shall be made to persons who have been laid off by registered mail to the last address made known by such person to the Museum. If such person fails to reply to the Museum by registered mail within one (1) calendar week of the posting of such notice or fails to report for duty on the date specified in such notice, the Museum may terminated their employment.

26:15 By written agreement, an employee may elect to receive long service pay as provided in Article 33 at the time of layoff and thus waive their right to be placed on the re-employment list. In any case, the employee shall be automatically terminated after twelve (12) months of continuous layoff at which time they shall be paid any long service pay to which they may be entitled.

26:16 Any employee who is displaced by result of a grievance of an employee claiming to have the right to displace that employee pursuant to this Article, shall be entitled to notice from the Museum of layoff **required under the Employment Standards Code of Manitoba and have the ability to exercise their right to bump as outlined in Article 26:04.**

Article 27 Discipline

27:01 Except as provided in Article 8, no employee will be disciplined without just cause.

27:02 Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action and the reason(s) for the discipline.

27:03 Grievances involving dismissal, suspension or demotion shall be initiated at Step 2 of the grievance procedure.

Article 28 Resignation

- 28:01** An employee who resigns from the Museum shall give at least two (2) weeks' notice, in writing, to their immediate supervisor.
- 28:02** An employee may, with the approval of the Museum, withdraw their notice of resignation at any time before their resignation becomes effective. In addition, once during their employment with the Museum, an employee may withdraw their written notice of resignation, provided the notice of withdrawal is received no later than the end of the next working day.

Article 29 Travel and Meal Allowances

- 29:01** (a) When an employee is required to work away from the Museum on Museum business during a meal period, the employee may claim the actual cost of purchased meals or the following maximum amounts:

Breakfast	\$11.00
Lunch	\$16.00
Dinner	\$22.00

An employee must receive written approval from their supervisor to claim costs of purchased meals over these maximum rates. **Such request shall not be unreasonably denied. Where written approval has been granted, employees will also be able to claim a gratuity not in excess of fifteen percent (15%).**

- (b) Where an employee is required to work away from the Museum North of the 53rd or outside of Manitoba on Museum business during a meal period, the employee may claim the actual cost of purchased meals or the following maximum amounts:**

Breakfast	\$12.50
Lunch	\$17.50
Dinner	\$23.50

An employee must receive written approval from their supervisor to claim costs of purchased meals over these maximum rates. Such request shall not be unreasonably denied. Where written approval has been granted, employees will also be able to claim a gratuity not in excess of fifteen percent (15%).

29:02 Eligibility to claim reimbursement for purchased meal costs is determined as follows:

Breakfast

- (a) The employee is in travel status, or
- (b) The employee has been travelling for more than one (1) hour on Museum business before the recognized time for the start of their day's work.

Lunch

- (a) The employee is in travel status, or
- (b) The employee is away from the Museum on Museum business and this work will cause the employee to disrupt their normal midday or mid-shift meal arrangement.

Dinner

- (a) The employee is in travel status or,
- (b) The employee has been travelling on Museum business and is not expected to arrive back to their residence before 6:30 p.m. where a meal break was not taken.

29:03 For the purpose of this Article, travel status is the absence of an employee from the Museum on Museum business involving travel and overnight accommodation away from home with the approval of their supervisor.

29:04 No employee shall, as a condition of employment, be required to provide or use their own vehicle for Museum business. However, nothing shall prevent

the Employer and employee from agreeing to the use of the employee's personal vehicle. If an employee utilizes their own vehicle on Employer business, the employee shall be reimbursed at the rate of **forty-five cents (\$0.45)** per kilometre.

- 29:05** The per kilometre allowance will be reviewed on a semi-annual basis effective October 1, **2021** using gasoline prices on that day to set the rate for the next six (6) months. The allowance will be adjusted by one cent (\$.01) for each five cent (\$.05) fluctuation from \$1.12 per litre. The formula will not be applied if gas prices fall below \$1.12 per litre.
- 29:06** The Museum shall provide their employees with adequate transportation between their residence and the workplace when the employee's shift begins or ends between 11:00 p.m. and 6:00 a.m.
- 29:07** An employee required to work more than two (2) hours overtime in any day shall be provided with a meal allowance of ten dollars and twenty-five cents (\$10.25).

Article 30 Temporary Assignments

- 30:01** The Union and the Museum agree that there are limited periods of time where a position within the Museum needs to be filled, including, but not limited to, illness, vacations, leaves, times of increased activity, and transitions between departing employees and new hires. As such, there is a need to fill part or all of the duties of that position for a stated period of time by other employees. The length of the coverage required will determine the scope of duties that would need to be filled, and the compensation for the employee assigned to cover.
- 30:02** The Union and the Museum agree that certain positions require basic duties to be completed so that the Museum can provide quality service without interruption. These positions, and the employees qualified to cover them, will be mutually agreed upon by the Union and the Museum. Those employees will be considered to be under "relief assignment".

- 30:03** Relief assignments must be offered in writing, if feasible, and mutually agreed to by the Museum and the employee. Relief assignments will be no less than three (3) hours minimum, up to and including nine (9) consecutive working days maximum. Duties of someone in a relief assignment will be limited to those day-to-day functions required to ensure the Museum continues to provide quality service.
- 30:04** The salary of employees under relief assignment shall be temporarily increased by seven percent (7%) for the duration of the assignment, including any necessary training. All other articles regarding hours of work and overtime shall also apply to the assignment.
- 30:05** When the Union and the Museum agree that there may be need for coverage of a position for longer periods of time, employees who fill these positions will be considered under “temporary assignment”.
- 30:06** Temporary assignments must be offered in writing with more than seven (7) days’ notice, and mutually agreed to by the Museum and the employee. Temporary assignments will be no less than ten (10) consecutive working days, and continue for a set length of time necessary to provide coverage. Temporary assignments can be extended upon mutual agreement of the Museum and employee. Duties of someone in a temporary assignment may encompass the full scope of the job description for the position covered.
- 30:07** The salary of an employee on temporary assignment shall be temporarily increased by seven percent (7%), or the start rate of the position to which the employee is appointed to work, whichever is greater, from the date of taking over those duties and responsibilities, until the temporary assignment is revoked, including any necessary training. All other articles regarding hours of work and overtime shall also apply to the assignment.
- 30:08** Within the period of time that a full-time employee gives notice of their resignation and before the day the employee is last at work, the Director of Human Resources or designate shall ensure that the employees of that

department will be advised where the duties and responsibilities of the vacant position shall be allocated until the position is filled.

Article 31 Union Business

- 31:01** Upon commencing employment, the employee's immediate Director or designate shall introduce the new employee to their Union Steward or Union Representative. An Officer of the Union shall have up to fifteen (15) minutes during the workday, at a time mutually agreed between the Steward and the Director or designate, in order to acquaint new employees covered by this Agreement with information about general terms and conditions of employment under the Agreement and the Union's representation.
- 31:02** Upon request, the Union shall provide, for the information of the Museum, an accurate list of Museum Component Executive members and Stewards.
- 31:03** The Museum recognizes the right of the Union to select Stewards and the right of the Stewards to represent an employee with respect to this Agreement.
- 31:04** Upon requesting and receiving permission, which permission shall not be unreasonably withheld, a Steward or an alternate employee of the Union Executive shall receive a reasonable amount of time off with pay to investigate or process a grievance.
- 31:05** Upon written request of the Union and where operational requirements permit, the Museum shall grant leave of absence with pay to employees serving as officers of the Union for the purposes of carrying on the necessary business of the Union. For leave of absence for educational purposes, the Union will provide the Museum with no less than two (2) weeks written notice. For leave of absence for other purposes, the Union will provide the Museum with as much notice as reasonably possible.

- 31:06** (a) When leave has been granted under Article 31:04, the Union shall reimburse the Museum one hundred percent (100%) of the salary paid to such employees for the period of absence.
- (b) When such leave is for a period of more than three (3) months, the employee's participation in the employee benefit programs shall be suspended for the total period of leave. **The employee shall have the option to continue to be covered by the benefit program in accordance with the plan text, should it allow. Where the plan text allows, the employee shall be responsible for paying the full cost of the benefits (i.e. life insurance, dependant life and AD&D).**
- (c) The reimbursement of wages shall not be required for two (2) or fewer employees representing the Union during negotiations.

Article 32 General Provisions

- 32:01** **Effective the date of ratification, unless otherwise mutually agreed to,** for the purposes of calculating an employee's entitlement under any provision of this Agreement, all employment of an employee prior to the effective date of this Agreement shall be recognized from the date of first hire as long as there is no interruption in service **as outlined in Articles 37:03, 37:04 and 38:04.**
- 32:02** The Museum shall make all reasonable provisions for the safety and health of the employees during working hours.
- 32:03** The Museum shall not alter the existing Health & Welfare Benefit Plans (L.T.D., Group Life, Dental) without the agreement of the Union.
- 32:04** The Pension Plan for the Employees of The Manitoba Museum will be administered by a Pension Committee as per The Pension Benefits Act and Pension Benefits Regulation.

The Pension Committee will include at least as many representatives of the members of the plan as there are representatives of the Employer. The initial

Pension Committee will be comprised of the Director of Human Resources, the Director of Finance and Operations, the Chair of the Human Resources and Compensation Committee or designate, two (2) Union Members selected by the Union and one (1) retired member.

At the request of two (2) members of the Pension Committee, a meeting will be held within thirty (30) days or an otherwise agreed upon timeframe.

- 32:05** The Museum shall maintain the objectives of the Staff Training and Development Policy, dated **November 22, 2021**.
- 32:06** No employee shall, as a condition of employment, be required to provide or use their own tools, equipment or other personal effects. If by mutual agreement an employee does provide their own tools, equipment or other personal effects in the performance of their job, they shall register the items with the Director of Human Resources prior to their use. If the employee suffers a loss, theft or damage to such personal effects, the Museum shall reimburse to the employee the full replacement cost as ascertained by the Museum on the basis of three (3) competitive cost estimates, provided that the employee submits a declaration within ten (10) days of the incident showing proof of loss. Employees shall not use Museum tools and/or equipment for non-Museum purposes.
- 32:07** The parties agree that in the event any provision of this Agreement is in conflict with any law of the Province of Manitoba or the Government of Canada, such provision(s) shall, following consultation, be amended to conform to the law and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- 32:08** There shall be no pyramiding of benefits under this Agreement and no clause of this Agreement shall be construed or interpreted as to permit pyramiding of benefits.
- 32:09** Permanent part-time employees may become eligible for Life Insurance, Accidental Death and Dismemberment, Health and Dental insurance coverage. To qualify and remain eligible, the employee must have worked an

average of twenty-one (21) hours per week for six (6) months and thereafter have worked an average of twenty-one (21) hours per week calculated twice annually in January and July.

- 32:10** Employees eligible for group benefits in accordance with Articles 32:03 and 32:10, shall be entitled to an annual (January to December) Health Spending Account. Eligible full-time employees shall be entitled to four hundred dollars (\$400.00) per year and eligible permanent part-time employees shall be eligible for two hundred and forty dollars (\$240.00) per year.
- 32:11** In the event that an employee needs to take time away from work and they have exhausted their accrued vacation time and banked overtime hours, the employee may seek approval for a leave of absence without pay for up to thirty (30) working days. The employee must submit the request for approval to their immediate supervisor and the Director of Human Resources at least one pay period in advance of their absence from work. Approval of a request for a leave of absence without pay will not be unreasonably withheld.

Article 33 Long Service Pay

- 33:01** An employee who was hired prior to June 2, 2014 and is permanently laid off after eight (8) years of continuous full-time employment shall be entitled to long service pay in the amount of one (1) week's pay for each continuous full-time year of employment.
- 33:02** (a) **As a full time** employee who was hired prior to June 2, 2014 and retires after eight (8) or more years of continuous full-time employment, shall be entitled to long service pay in the amount of one (1) week's pay for each continuous full-time year of employment, to a maximum of fifteen (15) weeks long service pay.
- (b) All **full time** employees who as at July 1, 1999 have in excess of fifteen (15) weeks long service entitlement will be capped at their entitlement as of July 1, 1999.

- (c) All **full time** employees who have reached the fifteen (15) week maximum eligibility for long service pay as defined in Article 33:02 (a), or have had their long service entitlement capped at July 1, 1999 as defined in Article 33:02 (b), shall accrue an additional long service entitlement calculated as follows:
- (i) Commencing with their most recent anniversary date following July 1, 1999, and on each anniversary date thereafter, the employee will receive a notional long service credit equivalent to one percent (1%) of the employee's regular earnings during the twelve (12) month period immediately preceding their anniversary.
 - (ii) Effective as at the first anniversary date of this initial credit and at each anniversary thereafter, the employee will be credited with a notional return on the amounts that have been allocated to the employee's credit in previous years. Such return shall be equivalent to the Bank of Canada prime rate plus one percent (1%) as at January 1 of the calendar year in which this notional allocation is to be made.
 - (iii) Each eligible employee will, within two (2) weeks following their anniversary date, receive a statement advising them of the particulars of the notional transaction and the notional balance that then exists to their credit.
- (d) Employees who retire in accordance with Article 33:03 will receive, as at the date of their retirement, a monetary payment that is equivalent to the notional balance that had been credited to them as at that date.

33:03 The rate of pay referred to in this Article shall be that in effect at the time of retirement or permanent layoff. Payment for partial years will be calculated on a pro-rated basis. Long service pay shall not be awarded as a consequence of death or dismissal for just cause. For the purposes of this clause, to retire means to discontinue employment with immediate eligibility for pension benefits, reduced or full, from the Museum's pension plan.

33:04 Employees hired after June 2, 2014, will not be eligible for long service pay.

Article 34 Pay Plan

34:01 The salary ranges of the pay plan after being mutually agreed upon by both parties hereto shall be incorporated into this Agreement and shall be shown as Appendix "B" hereto.

34:02 Employees shall be paid in bi-weekly pay periods in accordance with Appendix "B".

34:03 The bi-weekly rate referred to in Article 34:02 shall be computed by dividing the annual rate by twenty-six (26) (e.g. \$9,000 divided by 26 = \$346.15 bi-weekly) rounded to the nearest cent.

34:04 The daily rate of pay shall be computed by dividing the bi-weekly rate by ten (10) (e.g. \$346.15 divided by 10 = \$34.62 daily) rounded to the nearest cent.

34:05 The hourly rate of pay shall be computed by dividing the daily rate of pay by seven (7) (e.g. \$34.62 divided by 7 = \$4.95 hourly) rounded to the nearest cent.

Article 35 Inclement Weather

35:01 All employees are expected to make every reasonable effort to attend work when scheduled. In the event of a storm, when an employee is uncertain whether or not to travel to work, the employee should telephone Security after 7:30 a.m. weekdays, 9:30 a.m. weekends and holidays, to determine if the Museum will be operating and if employees will be required to work. The Employer shall supply employees with the specific telephone number to call, on a yearly basis. Should there be no answer at this number, the employee should contact the general reception number for information.

35:02 In the event that the Museum is closed due to inclement weather, all employees scheduled to work that day will be paid for their full shift.

- 35:03** In the event that a highway is closed due to inclement weather, any affected employee(s) scheduled to work that day will be paid for their full shift.

Article 36 No Strike, No Lock Out

- 36:01** During the period from and including the date of signing of this Agreement and up to and including the expiry of the Agreement, the Museum agrees that it will not cause or engage in any lock out of its employees and the Union agrees for itself and on behalf of its members in the bargaining unit not to cause or engage in a strike, slowdown, or other concerted refusal to work. All disputes between the parties shall be resolved by the procedure set forth in this Agreement.
- 36:02** The definition of “strike” shall include a cessation of work or refusal to work or refusal to continue to work, refusal to continue the standard cycle or normal pattern of operation, a slowdown of work or any activity in relation to work that is designed to restrict or limit output. “Lockout” shall mean a closing of a place of employment or a suspension of work or a refusal to continue to employ a number of employees or a substantial alteration in the standard cycle or normal pattern of operation done or made to compel the employees covered by this Agreement or to aid another Employer to compel their employees to agree to terms of conditions of employment.

Article 37 Seniority

- 37:01** For the purpose of this Agreement, seniority shall mean, for full-time employees, the length of full-time employment with the Museum or a direct predecessor from the date of first hire as long as there is no interruption in service. Seniority for a part-time employee who has been appointed to a full-time position shall be calculated in the following manner: the hours of accumulated service in the bargaining unit from the date of first hire as long as there is no interruption in service will be divided by one thousand eight hundred and twenty (1,820) to determine the number of equivalent years of seniority. This calculation will be rounded to the second decimal point (e.g.

9,496 divided by 1,820 = 5.22). The official date of appointment to the new full-time position shall be adjusted according to the new seniority date as determined by this calculation.

- 37:02** For part-time employees, seniority will be based on the number of hours of accumulated service in the bargaining unit.
- 37:03** An employee shall lose all seniority rights for any of the following reasons:
- (a) Resignation;
 - (b) Discharge without reinstatement;
 - (c) Failure to return to work in accordance with Article 26;
 - (d) **Their recall rights as a result of lay off expires without having been returned to the Museum.**
- 37:04** An employee shall not accumulate seniority while:
- (a) On leave of absence without pay in excess of three (3) months;
 - (b) Suspended and not reinstated;
 - (c) Laid off;
 - (d) Absent due to accident or sickness, which is not compensable by Workers Compensation.
- 37:05** Separate seniority lists will be maintained for full-time and part-time employees.
- 37:06** Upon request, the Museum shall provide to the Union, four (4) times per year, the full-time and part-time seniority lists.
- 37:07** For purposes of accumulated service, overtime hours are not included.
- 37:08** An employee of the Museum shall not accrue seniority while working in an excluded position. An employee who has accumulated years of seniority while working in a bargaining unit position shall retain this seniority if they

are appointed to an excluded position. If the employee returns to a bargaining unit position from an excluded position, the seniority they earn in the new bargaining unit position will be added to the seniority they accrued previously while in the bargaining unit. Previous seniority will not be taken into account in the recruitment process when an incumbent of an excluded position is applying for a bargaining unit position.

Article 38 Term Employees

- 38:01** Upon request, the Museum agrees to provide the Union with a complete list of all term positions showing the names of the persons occupying them, the classification of the position, identification of the projects to which the positions are attached, the duration, their locations and respective Departments.
- 38:02** Term employees who have worked for thirty six hundred and forty (3,640) hours shall be converted to permanent status and will be fully covered by the provisions of Article 26.
- 38:03** An employee hired into a term position shall be informed in writing, of the specific period of time the term position is to run, or in the case of a specific job the details of that specific job. The Union will be provided with an exact copy of the letter to the employee by the Museum at the same time.
- 38:04** Where a term employee is re-employed in the same term within sixty (60) days of the expiration of their previous term of employment, service as of the end of the previous term of employment will be credited to the employee as consecutive service. The foregoing does not apply to a term of employment where an employee has resigned.
- 38:05** **Grant Funded Positions**
- (a) Employees assigned or hired in a grant funded position exceeding two hundred and seventy (270) days worked, shall be entitled to all wage and benefits outlined in the Collective Agreement.**

- (b) Where a grant funded position exceeding two hundred and seventy (270) days worked is not established in the salary scale the parties agree to meet and negotiate the placement of the position on the salary scale. Where the parties are unable to agree on the placement of an employee either party may utilize Article 17 and 18.
- (c) Grant funded term positions shall end as stipulated in the funding agreement and shall not become permanent positions funded by the Museum.

Article 39 Labour/Management Committee

- 39:01** A Labour/Management Committee shall be appointed consisting of two (2) representatives from the Union and two (2) from the Museum. The terms of reference shall be as agreed by the Labour/Management Committee and shall be attached as Appendix “C” for information purposes.
- 39:02** Employees shall suffer no loss of pay or benefits for attendance at Labour/Management Committee meetings.

Article 40 Return to Work

- 40:01** When dealing with Return To Work (RTW) situations the Employer will ensure that there is a RTW plan that clearly outlines what needs to happen and when it will happen, in order to assist the employee in a successful RTW.
- 40:02** The Employer recognizes that an effective RTW plan is a collaborative process involving the employee, employer, union representative and treating health care professional(s) (i.e. through the provision of information regarding functional abilities/medical restrictions).
- 40:03** The primary goal of the RTW plan is to return the employee to their pre-injury/pre-illness job, with accommodations, if required. If the employee is no longer able to perform their existing job or cannot be reasonably

accommodated the employee will be given preference on a posting for a new job or vacancy for which the employee is qualified and willing to perform.

Article 41 Technological Change

- 41:01** The Museum and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the general public and the operation of Museum systems and procedures.
- 41:02** For purposes of this Article, technological change means the introduction of equipment and/or material into Museum operations which is likely to affect the terms and conditions or security of Museum employee(s).
- 41:03** The Museum agrees that it will endeavour to introduce technological change in a manner, which as much as is practicable, will minimize the disruptive effects on services to the public and employee(s).
- 41:04** Where the Museum intends to introduce technological change the following procedures will be followed:
- (a) The Museum will provide the Union with sixty-five (65) working days written notice prior to the date the change is to be effective. The notice shall be in writing and state:
 - The nature of the technological change
 - The day on which the Museum proposes to effect the technological change
 - Identify the employee(s) likely to be affected by the technological change
 - The effect the technological change is likely to have on the terms and conditions or security of employment of the employee(s) affected.
 - (b) The Museum and Union will have up to twenty (20) working days after receiving notice in Article 41:04 (a) to meet and reach agreement regarding the measures to be taken by the Museum to minimize the

effect of the technological change on the terms and conditions or security of employment of the employee(s) affected.

- (c) If after twenty (20) working days of receiving notice in Article 41:04 (a) the Museum and the Union fail to agree upon such measures the Union may within ten (10) working days refer the matter to arbitration for the purpose of determining such matters.
- (d) Training will be provided to the employees affected by technological change.

41:05 The provisions of this Article are intended to assist employees affected by technological change and sections 83, 84 and 85 of the Labour Relations Act do not apply during the term of this Agreement.

Article 42 Contracting Out and Bargaining Unit Work

42:01 The Museum will not contract out work **that could reasonably result in the reduction of hours available to bargaining unit members** or if there are employees at work or on layoff who are able and available to perform the work in question.

42:02 **Except in cases of emergency, or for the purpose of covering short term absence related to vacation and/or sick leave, no out of scope employees shall perform bargaining unit work without written agreement between the parties.**

Article 43 Discrimination

43:01 The Museum and the Union agree that there shall be no discrimination, interference or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

43:02 The Museum agrees that all persons are entitled to equal employment opportunity and shall not discriminate against the employees or applicants for employment because of:

- (a) Ancestry, including color and perceived race;
- (b) Nationality or national origin;
- (c) Ethnic background or origin;
- (d) Religion or creed, or religious belief, religious association or religious activity;
- (e) Age;
- (f) Sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) Gender identity;
- (h) Sexual orientation;
- (i) Marital or family status;
- (j) Source of income;
- (k) Political belief, political association or political activity;
- (l) Physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (m) Social disadvantage.

And any other protected characteristic listed in the Manitoba Human Rights Code.

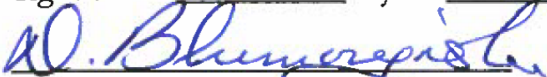
Article 44 Remote Working


44:01 The Museum and the Union recognize the importance of enabling employees to work remotely for business reasons on an occasional basis.

- 44:02** An employee wishing to occasionally work away from the office must secure the agreement of their immediate supervisor prior to the actual date of working remotely. There will be no retroactive requests.
- 44:03** An employee's request may be approved based on the following criteria:
- (a) The nature of the employee's job.
 - (b) The employee's skills, abilities and personal attributes.
 - (c) The impact of remote work on the team.
 - (d) The suitability of the remote location.
- 44:04** For further details refer to the Employer's policy 2:43:1 Remote Working Operational Procedure.


IN WITNESS WHEREOF A representative of The Manitoba Museum has hereunto set their hand for, and on behalf of, The Manitoba Museum and a representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 13 day of September, 2022.



On behalf of The Manitoba Museum


On behalf of Manitoba Government and
General Employees' Union


On behalf of The Manitoba Museum


On behalf of Manitoba Government and
General Employees' Union


On behalf of The Manitoba Museum


On behalf of Manitoba Government and
General Employees' Union

Appendix “A” Excluded Positions

It is the understanding of both The Manitoba Museum and the Manitoba Government and General Employees’ Union that, for the purpose of Article 3:02 of the Collective Agreement, incumbents in the following positions are excluded from the provisions thereof:

Chief Executive Officer

Executive Assistant

Director of Philanthropy

Director of Finance and Operations

Financial Controller

Director of Research, Collections and Exhibitions

Administrative Assistant (Research, Collections & Exhibitions)

Director of Marketing, Sales and Visitor Experience

Director of Learning and Engagement

Director of Human Resources

Manager of Volunteer and Employee Relations

Human Resources Officer

Temporary Employees as defined in Article 2:01(f) and 2:01(g)

The Museum may add excluded positions listed in this Appendix during the term of this Collective Agreement. The Union shall not unreasonably withhold approval of these requests. The Union will be advised in writing of any additions, deletions, or changes.

Appendix “B” Classifications

1	7
*No current positions	Assistant Curator
2	Carpenter/Cabinetmaker
**Exhibit Attendant	Collections Management Associate (Human History)
**Science Gallery Assistant	Collections Management Associate (Natural History)
Visitor Services Associate	Communications Specialist
3	Conservator
Administrative Support Clerk	Diorama and Collections Specialist
Exhibit Assistant	Exhibit Designer
Learning Facilitator	Indigenous Programs Developer
Learning Facilitator (BL)	Manager of Corporate Partnerships
Receptionist (BL)	Manager of Host It Here
Sales Assistant	Manager of Museum Shop
Science Communicator	Manager of Sponsorship and Fundraising Events
Science Communicator (BL)	Museum Programs Developer
4	Museum Programs Developer (BL)
Business Office Assistant	Operations Technician
Cataloguer (Human History)	Planetarium Astronomer
Cataloguer (Natural History)	Planetarium/Science Gallery Programs Developer
Collections Registration Associate (Human History)	Planetarium/Science Gallery Programs Developer (BL)
Collections Registration Associate (Natural History)	Systems Administrator
Digital Media and Marketing Coordinator	Technology & Multimedia Specialist
Museum Technical Assistant	Volunteer Resource Manager
5	8
Conservation Technician	Learning and Engagement Supervisor
Donor Data Coordinator	Manager of Exhibitions
Events Coordinator	Manager of Marketing and Communications
Learning and Engagement Producer (BL)	Manager of Visitor and Member Services
Learning and Engagement Producer	Manager of Grants
Membership Coordinator	Planetarium/Science Gallery Programs Supervisor
Merchandiser and Buyer	Senior Exhibit Designer
Operations Assistant	9
Reservations Coordinator	Manager of Collections and Conservation
Visitor Services Coordinator	Manager of Planetarium and Science Gallery
	Operations Supervisor
Continued next Page	Continued next Page

6	10
Collections Registrar	Curator of Archaeology
Curatorial Assistant	Curator of Botany
Graphic Designer	Curator of Cultural Anthropology
Individual Giving Officer	Curator of Geology and Paleontology
	Curator of History
	Curator of the HBC Museum Collection
	Curator of Zoology
	Head of Learning and Engagement
	Manager of Operational Services

*pay group exists though no current positions assigned to it

**only if all incumbents in position work for periods longer than outlined in 2:01(f) and 2:01(g)

Appendix “C” Part Time Employees

Article 1 – Hours of Work

- 1:01** At least fifteen (15) calendar days prior to the first working day of the next calendar month, the Museum shall post a schedule of available shifts for part-time employees within each classification. A shift shall not be less than three (3) hours in duration and the schedule must be posted in a location that is accessible to all part-time employees in each department.
- 1:02** Not later than ten (10) calendar days prior to the first working day of the next calendar month, each part-time employee may indicate their order of preference for available shifts as scheduled. The Museum shall then post a schedule of assigned shifts at least five (5) calendar days prior to the first working day of the next calendar month which posting shall be deemed to be notice to all employees of their scheduled shifts.
- 1:03** Within each classification, the Museum shall grant preference to part-time employees for shift scheduling on the basis of seniority. If a part-time employee does not indicate a preference for shifts scheduled at least ten (10) calendar days prior to the first working day of the next calendar month, such employee shall have no right to shift preference on the basis of seniority.
- 1:04** Nothing in the Article shall be construed to be a guarantee of hours of work for any part-time employees. However, should the Museum cancel hours of work which have been scheduled and assigned as herein set out without giving the employee(s) affected at least twenty-four (24) hours' notice by telephone message to the last telephone number made known to the Museum by the employee affected and if the employee reports to work, such employee shall work or be paid for the scheduled hours with a guarantee of at least three (3) hours.
- 1:05** If a vacancy occurs in a scheduled shift, after the posting of the shift assignments as required in Article 11:12 for the calendar month affected, the

Museum may temporarily assign or offer the available hours to existing part-time employees on the basis of seniority.

- 1:06** A vacancy shall only occur in the part-time employee's classifications if within the classifications the Museum has available on a regular basis more than five (5) shifts per week per employee in the classification concerned. When such a vacancy occurs it shall be offered by posting as per Article 9.
- 1:07** A layoff shall only be deemed to occur in part-time classifications when on a regular basis the Museum schedules shifts so that there are fewer than two (2) shifts per week available per employee within the classification concerned.
- 1:08** No part-time employee shall be entitled to preference on more than one (1) shift per day. No part-time employee shall be entitled to preference on more shifts per week than the result of the total number of shifts scheduled in the week divided by the total number of employees in the classification concerned.
- 1:09** Notwithstanding any of the foregoing, the Museum shall not be obliged to offer hours of work on a preference basis or otherwise to the extent that any part-time employee would have the right to work more than seven (7) hours in any one (1) day or more than thirty-four and three-quarter ($34\frac{3}{4}$) hours in any one (1) week.
- 1:10** Part-time employees are responsible for all times assigned to them during each month and must give the appropriate supervisor a minimum of twenty-four (24) hours' notice if they cannot report for scheduled work. Less than twenty-four (24) hours' notice will only be accepted for adequate reasons (e.g. sickness).
- 1:11** The Museum may call in part-time employees to work hours for which they have not been previously scheduled on the principle set out in Article **1:05** of this Collective Agreement. If any employee called in to work on this basis does not receive twenty-four (24) hours' notice from the Museum they shall be entitled to be paid at regular overtime rates for all additional hours worked.

- 1:12** A part-time employee who reports to work for a scheduled shift and is asked and agrees to work a second shift during the same day shall be provided with a meal allowance of ten dollars and twenty-five cents (\$10.25).
- 1:13** Part-time employees as a condition of employment must be available to work fifty-two (52) weeks a year except for periods of vacation as per Article 13:08.
- 1:14** Part-time employees shall provide to the Museum a list of all telephone numbers at which they can reasonably be expected to be reached and shall keep such list up-to-date.
- 1:15** Part-time employees shall receive one fifteen (15) minute rest period for every three (3) hours worked.

Notwithstanding the provision of Articles 1:01, 1:02 and 1:03, part-time employees within a particular classification may make arrangements to work a schedule for a period greater than one (1) month. Any arrangements under this provision must have the consent of all employees affected and can be terminated within twenty (20) working days upon notice by any employee in said classification.

Article 2 – Vacation

- 2:01** The vacation year shall be April 1 to March 31.
- 2:02** Part-time employees shall receive vacation pay on their regular bi-weekly pay cheque on the following basis or shall be entitled to request that vacation pay be held and paid out when entitled vacation days are taken. Vacation pay is calculated on a prorated basis.
- (a) Six (6%) percent of gross salary during the first-two (2) years' of employment and up to fifteen (15) days' vacation.
 - (b) Eight (8%) percent of gross salary from the beginning the third (3rd) year to the end of the ninth (9th) year of employment and up to twenty (20) days' vacation.

- (c) Ten (10%) percent of gross salary from the beginning of the tenth (10th) year to the end of the nineteenth (19th) year of employment and up to twenty-five (25) days' vacation.
- (d) Twelve (12%) percent of gross salary from the beginning of the twentieth (20th) year and subsequent years of employment and up to thirty (30) days' vacation.
- (e) If an employee has additional vacation time accumulated in any of (a), (b), (c), or (d), they shall not be prevented from taking this time based on operational requirements and provided such request is mutually agreed.

2:03 Each part-time employee who elects to take paid vacation days as outlined in 2:02 shall be allowed to exercise their seniority twice a year for the purposes of requesting vacation as follows:

- (a) For the period between April 1 to September 30 a part-time employee may take vacation to which they are entitled at one or more times during the year subject to the approval of the Museum. All Vacation requests shall be submitted to the employee's immediate supervisor no later than March 1 of each year. Their immediate supervisor shall post an approved vacation schedule by March 15 of each year. The Museum shall give priority in the selection of dates for vacation to employees having the most seniority within their Department. Employees whose requests are not granted due to operational requirements shall be notified by their immediate supervisor prior to the posting of the approved vacation schedule and asked to work with their supervisor to find an alternate time to schedule vacation.
- (b) For the period between October 1 to March 31 a part-time employee may take vacation to which they are entitled at one or more times during the remainder of the vacation year subject to the approval of the Museum. All Vacation requests shall be submitted to the employee's immediate supervisor no later than September 1 of each year. Their

immediate supervisor shall post an approved vacation schedule by September 15 of each year. The Museum shall give priority in the selection of dates for vacation to employees having the most seniority within their Department. Employees whose requests are not granted due to operational requirements shall be notified by their immediate supervisor prior to the posting of the approved vacation schedule and asked to work with their supervisor to find an alternate time to schedule vacation.

Late requests will be considered and approved based on operational requirements and seniority. Employees exercising their seniority under (b) shall not be able to displace junior employees whose vacation had already been approved prior to September 1, and any period of approved vacation shall not be altered without mutual consent between the employer and the employee.

- 2:04** Where the Museum has been unable to schedule part or all of an employee's requested vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Museum may authorize payment in lieu of vacation. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year subject to a maximum of their annual vacation eligibility.
- 2:05** Vacation requests submitted outside of (a) & (b) above shall be processed and the employee advised accordingly within fourteen (14) calendar days of receipt of the request.
- 2:06** Part-time employees seeking approval from their immediate supervisor for vacation time outside of the applicable (a) and (b) above shall make such request at least seven (7) days prior to the date of posting of the schedule. Approval of vacation requests will not be unreasonably withheld. The Museum shall give priority in the selection of dates for vacation to employees having the most seniority within their classification. Late requests will be considered and approved based on operational requirements and seniority.

Article 3 – Layoffs

- 3:01** When a layoff occurs in any part-time classification, layoffs within any classification affected shall be in reverse order of seniority. A part-time employee being laid off may bump another part-time employee who is junior to them in another classification provided that the senior employee has the minimum qualifications (as set forth in the job description for said position) to perform the duties of the position into which they are desirous of bumping. The employee bumped may in turn bump a part-time employee junior to them and so on.
- 3:02** Part-time employees who bump into another part-time classification shall receive the rate of pay of the employee whom they have bumped. Notwithstanding the foregoing, no employee shall have the right to bump into a position which has a higher maximum salary.
- 3:03** Adequate notice for layoff of part-time employees shall be deemed to occur when notice pursuant to Article 1:01 is posted when such posting results in the deemed layoff required by Article 1:07 Part-time employees wishing to exercise their right to bump into another part-time classification must indicate their desire to do so within five (5) working days of posting of the notice required under Article 1:01.
- 3:04** A regular scheduled part-time employee who works fixed hours with a minimum of forty-two (42) hours biweekly, shall be entitled to the same period of layoff as a full-time employee as outlined in Article 26:02.
- 3:05** Unless otherwise mutually agreed upon between the parties, the regular scheduled part-time employee shall be automatically terminated after twelve (12) months of continuous layoff at which time they shall be paid any long service pay to which they may be entitled.
- 3:06** Unless otherwise mutually agreed upon between the parties, a flexible scheduled part-time employee who is laid off shall have their name placed on a re-employment list for a period of three (3) months and the Museum shall

provide the Union with a copy of such reemployment list and any alterations to it during this period of time.

- 3:07** Notice of offer of shifts shall be made to flexible scheduled part-time employees who have been laid off by email to the last email address made known by such person to the Museum. If such person fails to reply to the Museum by email within one (1) calendar week of such notice or fails to accept the shifts offered, the Museum may terminate their employment.
- 3:08** Unless otherwise mutually agreed upon between the parties, the flexible scheduled part-time employee shall be automatically terminated after three (3) months of continuous layoff at which time they shall be paid any long service pay to which they may be entitled.
- 3:09** **Employees on the recall list may request to have vacation earned prior to being laid off paid out. Such request shall not be unreasonably denied.**

Article 4 – Benefits

- 4:01** Permanent part-time employees may become eligible for Life Insurance, Accidental Death and Dismemberment, Health and Dental insurance coverage. To qualify and remain eligible, the employee must have worked an average of twenty-one (21) hours per week for six (6) months and thereafter have worked an average of twenty-one (21) hours per week calculated twice annually in January and July.
- 4:02** Part-time employees eligible for group benefits in accordance with Articles 32:03 and 32:10, shall be entitled to an annual (January to December) Health Spending Account. Eligible permanent part-time employees shall be eligible for two hundred and forty dollars (\$240.00) per year.

Article 5 – Long Service Pay

- 5:01** Employees who worked as part-time employees throughout their employment period:

- (a) All part-time employees hired prior to June 2, 2014 and who retire after 160 months or more of continuous part-time employment, shall be entitled to long service pay in the amount of twenty-one (21) hours' pay for each continuous part-time year of employment, to a maximum of three hundred and fifteen (315) hours long service pay.
- (b) All part-time employees who have reached the three hundred and fifteen (315) hours' pay as defined in Article 33:02 (a) shall accrue an additional long service pay entitlement calculated follows:
 - (i) Commencing with the employee's most recent anniversary date following September 5, 2018, and on each anniversary date thereafter, the employee will receive a notional long service credit equivalent to 1 percent (1.0%) of the employee's regular earnings during the twelve (12) month period immediately preceding their anniversary.

5:02 Employees who started as part-time employees and later became fulltime employees and retires as fulltime employees:

- (a) When a part-time employee hired prior to June 2, 2014 becomes a fulltime employee, their eligibility for long service pay will be increased to five hundred and twenty-five (525 hours) or 15 weeks' pay earned on a combined part-time (at 0.6FTE) and fulltime basis. When the eligible part-time employee who became a fulltime employee reaches the fifteen (15) week maximum eligibility for long service pay as defined in Article 33:02 (a), they shall accrue an additional long service entitlement calculated as follows:
 - (i) Commencing with their most recent anniversary date after becoming a fulltime employee, and on each anniversary date thereafter, the employee will receive a notional long service credit equivalent to one percent (1%) of the employee's regular earnings during the twelve (12) month period immediately preceding their anniversary.

Article 6 – Seniority

- 6:01** For part-time employees, seniority will be based on the number of hours of accumulated service in the bargaining unit.
- 6:02** Separate seniority lists will be maintained for full-time and part-time employees.

Seniority for a part-time employee who has been appointed to a full-time position shall be calculated in the following manner: the hours of accumulated service in the bargaining unit from the date of first hire as long as there is no interruption in service will be divided by one thousand eight hundred and twenty (1,820) to determine the number of equivalent years of seniority. This calculation will be rounded to the second decimal point (e.g. 9,496 divided by 1,820 = 5.22). The official date of appointment to the new full-time position shall be adjusted according to the new seniority date as determined by this calculation.

Article 7 – Holidays

- 7:01** Every part-time employee shall receive the following paid holidays:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
Truth and Reconciliation Day (Sept 30)	

and any other holiday proclaimed by Federal or Provincial Statute.

- 7:02** A part-time employee who elects to work on a holiday or is required to work on a holiday pursuant to Article 11:12 shall be compensated at two (2) times their regular hourly rate plus receive statutory holiday pay.
- 7:03** Any part-time employee not scheduled to work on any of the above holidays shall receive as holiday pay their average daily earnings exclusive of overtime for the days on which they worked during the twenty-eight (28) calendar days' immediately preceding the holiday.
- 7:04** Any part-time employee scheduled to work on December 24 shall be compensated at two (2) times their regular hourly rate for hours worked beyond one-half ($\frac{1}{2}$) of the normal working day on that day.

Salary Schedule

October 1, 2021 to March 31, 2022 (1.5%)

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	22,941.86 12.61	23,859.53 13.11	24,813.92 13.63	25,806.47 14.18	26,838.73 14.75	27,912.28 15.34	29,028.77 15.95
2	26,644.80 14.64	27,736.80 15.24	28,847.00 15.85	29,993.60 16.48	31,213.00 17.15	32,487.00 17.85	33,797.40 18.57
3	32,441.96 17.83	33,739.59 18.54	35,089.21 19.28	36,492.76 20.05	37,952.47 20.85	39,470.57 21.69	41,049.39 22.55
4	36,492.76 20.05	37,952.47 20.85	39,470.57 21.69	41,049.39 22.55	42,691.37 23.46	44,399.02 24.40	46,174.97 25.37
5	41,049.39 22.55	42,691.37 23.46	44,399.02 24.40	46,174.97 25.37	48,021.97 26.39	49,942.84 27.44	51,940.57 28.54
6	46,174.97 25.37	47,560.19 26.13	48,987.03 26.92	50,456.65 27.72	51,970.35 28.56	53,529.45 29.41	55,135.31 30.29
7	50,456.65 27.72	51,970.35 28.56	53,529.45 29.41	55,135.31 30.29	56,789.36 31.20	58,493.07 32.14	60,247.84 33.10
8	55,135.31 30.29	56,789.36 31.20	58,493.07 32.14	60,247.84 33.10	62,055.27 34.10	63,916.97 35.12	65,834.45 36.17
9	60,247.84 33.10	62,055.27 34.10	63,916.97 35.12	65,834.45 36.17	67,809.49 37.26	69,843.76 38.38	71,939.08 39.53
10	65,834.45 36.17	67,809.49 37.26	69,843.76 38.38	71,939.08 39.53	74,097.24 40.71	76,320.17 41.93	78,609.78 43.19

April 1, 2022 to March 31, 2023 (1.0%)

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	23,171.28 12.73	24,098.13 13.24	25,062.06 13.77	26,064.53 14.32	27,107.12 14.89	28,191.40 15.49	29,319.06 16.11
2	26,911.25 14.79	28,014.17 15.39	29,135.47 16.01	30,293.54 16.64	31,525.13 17.32	32,811.87 18.03	34,135.37 18.76
3	32,766.38 18.00	34,076.99 18.72	35,440.10 19.47	36,857.69 20.25	38,331.99 21.06	39,865.28 21.90	41,459.88 22.78
4	36,857.69 20.25	38,331.99 21.06	39,865.28 21.90	41,459.88 22.78	43,118.28 23.69	44,843.01 24.64	46,636.72 25.62
5	41,459.88 22.78	43,118.28 23.69	44,843.01 24.64	46,636.72 25.62	48,502.19 26.65	50,442.27 27.72	52,459.98 28.82
6	46,636.72 25.62	48,035.79 26.39	49,476.90 27.19	50,961.22 28.00	52,490.05 28.84	54,064.74 29.71	55,686.66 30.60
7	50,961.22 28.00	52,490.05 28.84	54,064.74 29.71	55,686.66 30.60	57,357.25 31.51	59,078.00 32.46	60,850.32 33.43
8	55,686.66 30.60	57,357.25 31.51	59,078.00 32.46	60,850.32 33.43	62,675.82 34.44	64,556.14 35.47	66,492.79 36.53
9	60,850.32 33.43	62,675.82 34.44	64,556.14 35.47	66,492.79 36.53	68,487.58 37.63	70,542.20 38.76	72,658.47 39.92
10	66,492.79 36.53	68,487.58 37.63	70,542.20 38.76	72,658.47 39.92	74,838.21 41.12	77,083.37 42.35	79,395.88 43.62

April 1, 2023 to March 31, 2024 (1.0%)

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	23,402.99 12.86	24,339.11 13.37	25,312.68 13.91	26,325.18 14.46	27,378.19 15.04	28,473.31 15.64	29,612.25 16.27
2	27,180.36 14.93	28,294.31 15.55	29,426.82 16.17	30,596.48 16.81	31,840.38 17.49	33,139.99 18.21	34,476.72 18.94
3	33,094.04 18.18	34,417.76 18.91	35,794.50 19.67	37,226.27 20.45	38,715.31 21.27	40,263.93 22.12	41,874.48 23.01
4	37,226.27 20.45	38,715.31 21.27	40,263.93 22.12	41,874.48 23.01	43,549.46 23.93	45,291.44 24.89	47,103.09 25.88
5	41,874.48 23.01	43,549.46 23.93	45,291.44 24.89	47,103.09 25.88	48,987.21 26.92	50,946.69 27.99	52,984.58 29.11
6	47,103.09 25.88	48,516.15 26.66	49,971.67 27.46	51,470.83 28.28	53,014.95 29.13	54,605.39 30.00	56,243.53 30.90
7	51,470.83 28.28	53,014.95 29.13	54,605.39 30.00	56,243.53 30.90	57,930.82 31.83	59,668.78 32.79	61,458.82 33.77
8	56,243.53 30.90	57,930.82 31.83	59,668.78 32.79	61,458.82 33.77	63,302.58 34.78	65,201.70 35.83	67,157.72 36.90
9	61,458.82 33.77	63,302.58 34.78	65,201.70 35.83	67,157.72 36.90	69,172.46 38.01	71,247.62 39.15	73,385.05 40.32
10	67,157.72 36.90	69,172.46 38.01	71,247.62 39.15	73,385.05 40.32	75,586.59 41.53	77,854.20 42.78	80,189.84 44.06

April 1, 2024 to September 30, 2024 (1.5%)

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	23,754.03 13.05	24,704.20 13.57	25,692.37 14.12	26,720.06 14.68	27,788.86 15.27	28,900.41 15.88	30,056.43 16.51
2	27,588.07 15.16	28,718.72 15.78	29,868.22 16.41	31,055.43 17.06	32,317.99 17.76	33,637.09 18.48	34,993.87 19.23
3	33,590.45 18.46	34,934.03 19.19	36,331.42 19.96	37,784.66 20.76	39,296.04 21.59	40,867.89 22.45	42,502.60 23.35
4	37,784.66 20.76	39,296.04 21.59	40,867.89 22.45	42,502.60 23.35	44,202.70 24.29	45,970.81 25.26	47,809.64 26.27
5	42,502.60 23.35	44,202.70 24.29	45,970.81 25.26	47,809.64 26.27	49,722.02 27.32	51,710.89 28.41	53,779.35 29.55
6	47,809.64 26.27	49,243.89 27.06	50,721.25 27.87	52,242.89 28.70	53,810.17 29.57	55,424.47 30.45	57,087.18 31.37
7	52,242.89 28.70	53,810.17 29.57	55,424.47 30.45	57,087.18 31.37	58,799.78 32.31	60,563.81 33.28	62,380.70 34.28
8	57,087.18 31.37	58,799.78 32.31	60,563.81 33.28	62,380.70 34.28	64,252.12 35.30	66,179.73 36.36	68,165.09 37.45
9	62,380.70 34.28	64,252.12 35.30	66,179.73 36.36	68,165.09 37.45	70,210.05 38.58	72,316.33 39.73	74,485.83 40.93
10	68,165.09 37.45	70,210.05 38.58	72,316.33 39.73	74,485.83 40.93	76,720.39 42.15	79,022.01 43.42	81,392.69 44.72

Appendix “D” Terms of Reference

Labour/Management Committee

I. General

1. Type

- Standing committee of the Directors and Executive of the Museum Bargaining Unit.

2. Membership

- Two (2) representatives from excluded positions appointed by the **Chief Executive Officer**.
- Two (2) representatives from the Bargaining Unit appointed by the Executive of the Bargaining Unit.
- Chair elected by the Committee from among its members.

3. Meetings

- Be held at the call of the chair.
- Be held at least once every three months.
- A quorum, of all four committee members.
- Discussions shall be strictly confidential.

4. Powers

- To facilitate discussions and clarify, review and develop consensus on labour/management items.
- To make recommendations to the **Chief Executive Officer** and the Executive of the Bargaining Unit on labour/management items.
- Discussions shall not prejudice the Collective Bargaining process.

5. Reports

- Approved Committee minutes.
- Verbal or written information important to the Directors and/or the Executive of the Bargaining Unit.
- Guests may be invited by the Committee.

II. Specific Areas of Responsibility

- To provide a forum in which Directors and the Bargaining Unit can meet to discuss and clarify labour/management matters both within and outside the Collective Agreement.
- To provide the Directors and Bargaining Unit with guidelines and recommendations on labour/management matters.
- To receive, review and make recommendations on concerns about employees' working environments and conditions.

Letter of Understanding

between

Manitoba Museum

and

Manitoba Government and General Employees' Union

Re: Eligibility for Group Health & Dental Benefits while on Long Term Disability

When an employee becomes disabled, Life Insurance and Long Term Disability (LTD) premiums are waived once an employee has been approved for LTD and/or applies for and is approved for Life Waiver of Premium (if on WCB or MPI).

Once an employee is on disability leave and not receiving pay from the Manitoba Museum, the employee must pay the Museum 100% of the required premiums for their level of Group Health and Dental coverage (the employee and employer portions). This premium amount must be paid with post-dated cheques sent to Human Resources in six (6) month groupings. If payments have not been received by the end of the month for that month's benefits, the employee's Group Health and Dental coverage will be cancelled.

Should an employee remain on disability leave with coverage through their LTD benefit that employee will be able to remain on the Museum's Group Health and Dental benefits plan for a period up to five (5) years as long as they maintain the payment plan explained above.

Group Health and Dental benefit coverage for an employee on long term disability will end under the Museum's benefit plan the date that the employee reached five (5) consecutive years on LTD. At that time the Museum will assist the employee to work with the benefit providers to arrange individual coverage where possible.

Signed this 13 day of September, 2022.

W. Blumergisla
On behalf of The Manitoba Museum

[Signature]
On behalf of The Manitoba Museum

U. Gabe
On behalf of The Manitoba Museum

Mike Jensen
On behalf of Manitoba Government and
General Employees' Union

Amelia Jay
On behalf of Manitoba Government and
General Employees' Union

[Signature]
On behalf of Manitoba Government and
General Employees' Union

Memorandum of Agreement

between

Manitoba Museum

and

Manitoba Government and General Employees' Union

Re: Revisions to the Job Information Questionnaire Process

Current JIQ:

- The process was developed in the mid- to late-90s, and has become outdated and cumbersome
- The forms need to be updated for clarity for employees completing them and to reflect current technology for ease of use or access
- The process is time-consuming and overwhelming for even experienced employees and results in the creation of barriers to employees understanding and accessing the JIQ process
- The current evaluation process does not allow for other mitigating factors in determining placement and rating, such as competitiveness of specialized positions and education in relevant job marketplace.
- The above factors cause position descriptions to change in small ways over many years, leading to significant changes over the course of time known as "JIQ creep"

The parties agree to form a JIQ Advisory Committee (JAC) within one (1) month of ratification of the agreement by the membership consisting of no more than three representatives from each side to review, update, and amend the JIQ process from its current form in order to make it a more accessible and timely process with the following timelines and goals:

Stage 1:

Upon the formation of the JAC the parties shall meet to revise the JIQ process to achieve the following goals:

1. The creation of a job descriptions library consisting of past and current job descriptions in a location accessible to staff for the purposes of comparison
2. The development of a user-friendly form that can be filled out digitally
3. Questions worded more clearly and duplication reduced and/or eliminated to reduce the amount of time the JIQ process takes
4. The creation of a user guide and/or FAQ to assist employees in answering questions

Once a new JIQ process has been agreed to by the JAC it shall be forwarded to the Chief Executive Officer for review and the Chief Executive Officer shall determine whether they wish to enter into the new JIQ process. If agreed to by the Chief Executive Officer, the Union shall then present the process to the members for review and be provided with the opportunity to ratify the new JIQ process.

The parties agree that should they be unable to develop a renewed JIQ process acceptable to the parties within twelve (12) of the formation of JAC, the matter shall be referred to a third party in accordance with Article 18 who shall hear both party's positions and be empowered to impose a JIQ process which both parties must adhere to. Where the JIQ process is decided by a third party it shall not be forwarded to the CEO or Membership for approval or ratification.

Stage 2:


Within six (6) months following the completion of Stage 1 the JAC shall meet to development of a method of incorporating investigation of similar positions in other relevant* institutions to encourage stability with staffing, therefore increasing retention of quality employees and reducing training costs, as well as providing an enticing and competitive environment for the recruitment of new employees.

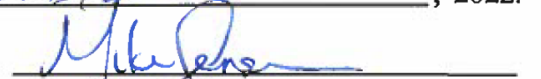
The parties agree that should they be unable to agree to a base salary for each pay group/classification acceptable to the parties within six (6) months of completion of Stage 1, the matter shall be referred to a third party in accordance with Article 18 who shall hear both party's positions and be empowered to impose base salaries for each position which both parties must adhere to.


All timeframes above may be shortened or extended with mutual agreement between the parties.


*relevancy to be determined by the JAC and will vary by position

Signed this 13 day of September, 2022.



On behalf of The Manitoba Museum


On behalf of Manitoba Government and
General Employees' Union


On behalf of The Manitoba Museum


On behalf of Manitoba Government and
General Employees' Union


On behalf of The Manitoba Museum


On behalf of Manitoba Government and
General Employees' Union