

# **Collective Agreement**

*between*

**The Winnipeg Art Gallery**

*and*

**Manitoba Government and General Employees' Union**

**Local 150 certified by the Manitoba Labour Board Certificate No. MLB-5745**

**October 1, 2020 to September 30, 2024**

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## **Preamble**

WHEREAS it is the purpose of the Employer to provide for the preservation and care of works of art which are held in public trust, and

**WHEREAS it is the Employer's responsibility to provide equitable representation within the workforce, and**

WHEREAS this purpose is of mutual concern to both the Employer and employees and,

WHEREAS it is in the public interest to further harmonious relations between the Employer 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 employee development, and

**WHEREAS in the event of amendments to The Employment Standards Act of Manitoba prescribing more favourable benefits or conditions than set forth herein, the Collective Agreement shall be deemed to be amended to reflect those amendments; and**

WHEREAS the Union is the certified bargaining agent for the employees of the Employer, the parties hereto agree as follows:

## **Definitions**

In this Agreement:

**“Bargaining Unit” shall mean the employees certified by the Manitoba Labour Board Certificate No. MLB-5745.**

“Casual Employee” shall mean an employee who works an irregular schedule and who is not guaranteed a minimum number of hours per week as per **Article 38**.

**“Collective Agreement” shall mean this Collective Agreement between the Employer and the Union.**

“Days” shall mean calendar days unless otherwise noted.

**“Employer” shall mean The Winnipeg Art Gallery.**

“First day of the month nearest” shall mean - if the appointment is effective from the first of the month to the 15<sup>th</sup> of the month, it is the 1<sup>st</sup> of the month of appointment; if the appointment is effective from the 16<sup>th</sup> of the month to the last day of the month, it is the 1<sup>st</sup> day of the next month.

**“Full-time Employee” shall mean an employee who occupies a full-time position as per Article 18:01.**

**“Part-time Employee” shall mean an employee who normally works less than full-time hours as per Article 18:02.**

“Term Employee” shall mean an employee hired for a specific period of time or for the completion of a specific job.

**“Union” shall mean Manitoba Government and General Employees’ Union.**

**“Union Representative” (plural all members/singular one member) means the following:**

- (a) Staff Representative of the Union;**
- (b) Local Table Officer(s) of the Union (President, Chief Steward, Vice President); and**
- (c) Steward(s) of the Union.**

“Working Days” shall mean those days for which the employee receives pay.

“Work week” shall mean Sunday to Saturday.

## **Article 1 Union Recognition**

**1:01** The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees covered under Manitoba Labour Board Certificate No. MLB-5745.

## Article 2 Management Rights and Rules

- 2:01** Subject to the terms of this Collective Bargaining Agreement, the functions of management shall include, but are not limited to, the management of the Employer and the direction of the work force of the Employer, including the right to plan, direct, and control operations, to maintain the discipline and efficiency of the employees and to require the employees to observe reasonable rules and regulations; to hire, layoff or assign employees' working hours; to transfer, promote, demote, discipline, suspend, or terminate employees for just and sufficient cause.
- 2:02** In administering the Collective Agreement, the Employer agrees to acknowledge employee's rights as outlined in this **Collective** Agreement, act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

## Article 3 Access to Employees' Records

- 3:01** An employee in the bargaining unit shall have access to **their** employee file upon providing written notice to the Manager of Human Resources or designate within one (1) working day, **provided the Manager of Human Resources or designate is on site at time of notice**. The employee shall have the right to append **their** written comments.
- 3:02** 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.

## Article 4 Union Security

- 4:01** The Employer shall **deduct** Union dues from the monthly wages of all employees covered under Manitoba Labour Board Certificate No. MLB-5745 and this amount shall be forwarded by the Employer to the Union on a monthly basis.



## Article 5 Union Rights and Union Activity

- 5:01** The Union shall, upon election or appointment and at the time of any change, notify the Employer in writing of the names of its current **Union Representatives**.
- 5:02** The Employer shall provide a **Union Representative** with all current information relating to the following matters for employees within the bargaining unit:
- (a) unit job postings and copies of letters related to job awards, promotions, demotions and transfer;
  - (b) resignations, retirement and deaths;
  - (c) upon written request, information relating to salaries and benefits; **and**
  - (d) signed copies of the employee's job descriptions.**
- 5:03** The Employer shall provide a bulletin board for the use of the Union at an appropriate non-public location, upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees. The Employer reserves the right to remove any notices it may deem detrimental to The Winnipeg Art Gallery.
- 5:04** The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect.
- 5:05** Employees who are representatives of the Union and who are requested to attend meetings with the Employer or representative(s) of the Employer during regular working hours, shall be deemed to be carrying out their normal work under this **Collective** Agreement and shall receive their usual remuneration from the Employer while in attendance.
- 5:06** A **Union Representative** shall have up to fifteen (15) minutes at a time mutually agreeable with the Employer, to acquaint new employees falling within the scope of the **Collective** Agreement with the fact that **this**

Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

### **Article 6 Non-Discrimination**

- 6:01** Neither the Employer nor the Union shall discriminate against employees with respect to terms or conditions of employment on the grounds of ancestry, nationality or national origin, ethnic background, religion or creed, age, sex, **gender**, sexual orientation, marital or family status, source of income, political affiliation or activities, physical or mental disability, **union** membership or activity.
- 6:02** There shall be equal pay for work of equal value, regardless of **any factors listed in Article 6:01**.

### **Article 7 Probation**

- 7:01** A newly hired employee shall be on probation for ninety (90) working days (six-hundred thirty [630] working hours) from the date of hiring. During the probationary period, the employee may terminate or be terminated without notice or just cause. While serving the probationary period, the employee shall be entitled to all rights and benefits of the **Collective** Agreement except as otherwise provided. After completion of the probationary period, seniority shall be effective as of the date of hire.
- 7:02** Probation may be extended for one (1) period of ninety (90) days with notification to the Union.

### **Article 8 Seniority**

- 8:01** Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining unit wide basis.
- 8:02** The Employer shall maintain one seniority list for all employees showing their total hours of work in the bargaining unit since their service commenced with the **Employer**. This list shall be updated in January and July of each year, at

which time a copy of the seniority list shall be posted on non-public bulletin boards on the Employer's premises and a copy shall be provided to a **Union Representative**.

**8:03** An employee shall lose **their** seniority and all rights to employment shall cease in the following circumstances:

- (a) if **they are** discharged for just cause and **are** not reinstated;
- (b) if **they** resign voluntarily;
- (c) if **they are** laid off for a period in excess of twelve (12) months; **or**
- (d) if **they** elect to receive severance pay under Article 10:06.

**8:04** 1. **Failure to Return to Work**

- (a) **An employee shall be deemed to have received notice to return to work following a layoff after the Employer sends them such notice by registered mail.**
- (b) **If, after three (3) working days of receipt of a notice to return to work, an employee fails to notify the Employer of their intent to return to work, that employee shall lose their seniority and all rights to employment.**
- (c) **If, after ten (10) working days of receipt of a notice to return to work, an employee fails to return to work, that employee shall lose their seniority and all rights to employment.**
- (d) **The employee shall keep the Employer informed of their current email address.**

2. An employee shall not accumulate seniority in the following circumstances:

- (a) when on a leave of absence without pay in excess of four (4) consecutive weeks;

- (b) when on a layoff;
- (c) when on a sick leave which is not covered by this **Collective Agreement** or by Workers Compensation; **or**
- (d) when on long-term disability.

**8:05** An employee transferred by the Employer from the bargaining unit to a position outside the bargaining unit, and subsequently returned to the bargaining unit by the Employer, shall retain only that seniority accumulated during the employee's period in the bargaining unit.

### **Article 9 Vacancies, Job Posting, Promotions and Transfers**

- 9:01** (a) Where a job vacancy occurs that is to be filled or a new job is created, notice shall be posted on all bulletin boards for a minimum period of five (5) working days. The notice shall set out a job description, qualifications required by the job, classification and wage scale.
- (b) **Unless mutually agreed upon, there shall be no external advertising undertaken for vacant bargaining unit positions until after the notice closing date. Applications from external candidates will not be reviewed until internal Union candidates are deemed unqualified and informed of that evaluation. Article 9:01(b) does not apply to part-time positions listed in Classification 1 of Schedule "B".**
- (c) In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded to the senior applicant at the time of posting, provided **they have** a satisfactory work record and **they** meet the qualifications for the job and is able to perform the job.
- 9:02** Ability to **perform** the job means ability to perform the requirements of the job following a sixty (60) working day (four-hundred twenty [420] working hours) familiarization or trial period.

In the event the employee is not able to or does not wish to complete the sixty (60) working day (four-hundred twenty [420] working hours) familiarization or trial period, or cannot satisfactorily perform the job following the familiarization or trial period:

- (a) **they** shall be returned to the former position **they** occupied, or if that position is no longer available, **they will be placed** in a similar position **at the original** wage or salary rate without loss of seniority;
- (b) any other employee who **was** promoted or transferred because of the rearrangement of positions shall also be returned to the former position **they** occupied, or if **that** position is no longer available, **they will be placed in a similar position at the original** wage or salary rate without loss of seniority.

**9:03** No employee shall be transferred to another position within the bargaining unit without the consent of the employee. If an employee is transferred to another position, **they** shall have the right to return to the former position **they** occupied, or a similar position if the original position is no longer available, within sixty (60) working days (four-hundred twenty [420] working hours), and any other employee affected by the transfer shall be returned to the former position **they** occupied, or **they will be placed in a similar position at the original** wage or salary rate, without loss of seniority.

**9:04** Merit increases shall be granted in recognition of satisfactory service on the first day of the month nearest the employee's anniversary date or, in the case of part-time employees, on completion of one thousand eight hundred twenty (1820) working hours.

On the effective date of the employee's promotion or reclassification, the employee's salary will be adjusted to the entry level currently in effect for the new position or classification, or to that level nearest the entry level that provides an annual salary which is at least equal to or greater than the amount of one increment in the employee's former classification.

In the event of an internal promotion or reclassification of a position to a higher level, the employee's salary increments shall be granted in recognition of satisfactory service on the first (1<sup>st</sup>) day of the month nearest the date the employee is promoted or the position **they occupy** is reclassified.

### **Article 10    Layoff/Reduction in Hours and Recall**

**10:01** In the event of a layoff or a reduction in hours, employees shall receive forty (40) days' notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the **Union Representatives**.

The layoff notice shall state the reasons for the layoff and its expected duration. Where due notice has not been given, pay in lieu thereof shall be given.

**10:02** Employees in the same job shall be laid off or have their hours reduced in the reverse order of their seniority.

**10:03** Employees shall be recalled in the order of their seniority where jobs become available, provided they meet the qualifications for the job and are able to perform the job.

**10:04** No new employees shall be hired until those who have been laid off or have had their hours reduced who meet the qualifications for the job and are able to perform the job have been given the opportunity to fill the job or absorb the hours.

**10:05** Employees who have been notified of layoff or reduction in hours shall have bumping rights in accordance with their seniority, subject to possessing the qualifications as set forth in the job description for said job. Notwithstanding the foregoing, no employee shall have the right to bump into a job with a higher maximum salary.

**10:06** A displaced employee may elect to receive severance pay on the basis of a week of pay for every year of completed service with a minimum of two (2) weeks of pay. This election must be made within ten (10) working days of the giving of the notice of layoff or reduction in hours. If this election were made and upon receipt of the aforementioned severance, employment would be deemed to be terminated.

### **Article 11 Job Descriptions and Job Classifications**

**11:01** When the Employer establishes a new position, or changes the duties and responsibilities of an existing position, the Employer shall provide the **Union Representative** and the affected employee with a job description for the new or altered position.

**11:02** To determine the appropriate classification where an employee or Manager/**Department Head** is of the opinion that the duties and responsibilities of a job have changed to the extent that a reclassification of the position may be warranted, the following procedures shall apply:

- (a) The employee or Manager/**Department Head** concerned shall submit a completed Job Information Questionnaire to the Manager **of** Human Resources.
- (b) Upon receipt of the Questionnaire, the Manager **of** Human Resources shall convene a meeting of the Classification Committee to review the Questionnaire. Where applicable, the employee concerned and/or the employee's Manager/**Department Head** may be in attendance at such a meeting.
- (c) The Manager **of** Human Resources, within twenty-five (25) working days following receipt of the Job Information Questionnaire, shall render the Committee's decision to the Labour/Management Committee, who will in turn inform the employee/Manager/**Department Head**.
- (d) Time limits may be extended by mutual written agreement.

- 11:03** The Classification Committee shall consist of no more than six (6) representatives, at least one-half ( $\frac{1}{2}$ ) of which shall be **Union Representatives**. A quorum shall be two (2) representatives from the Union and two (2) representatives of the Employer. **A Union Representative** and the Manager of Human Resources shall chair the Committee meetings on a rotating basis.
- 11:04** Where the Classification Committee cannot reach consensus following reasonable discussion, a consultant who is conversant in the process of job evaluation will meet with the Committee to resolve the issue. Any fees charged by the consultant will be borne equally by **the Union and the Employer**. The resolution at this stage is final and is not arbitrable.
- 11:05** Where an employee 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 to the Committee.
- Such basis **for disagreement** shall be provided to the Committee in writing within ten (10) working days **from the date of the decision**.
- 11:06** Where the Classification Committee and the employee 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 concerned to resolve the issue. If consensus cannot be reached by the Committee and the employee concerned at this stage, the consultant will make the decision. Any fees charged by the consultant will be borne equally by **the Union and the Employer**. The resolution at this stage is final and is not arbitrable.
- 11:07** Consultants referred to in **Articles** 11:04 and 11:06 shall be selected by mutual agreement between the Union and the Employer.



## Article 12 Grievance Procedure

**12:01** Any grievance concerning the interpretation, application, administration or alleged violation of the provisions of this **Collective** Agreement shall be initiated within ten (10) working days of the employee becoming aware of the occurrence in the following manner:

- (a) Prior to the submission of a written grievance, employees are encouraged to discuss the matter with the person who made the decision. A Union **R**epresentative may provide the employee with assistance at this stage should the employee so desire.
- (b) Step 1  
The employee concerned or a **Union Representative** may submit a grievance in writing to the appropriate department Manager/  
**Department Head and Manager of Human Resources** who shall reply in writing within five (5) working days after receipt of the grievance.
- (c) Step 2  
Failing a settlement at Step 1, the employee or a **Union Representative** may, within five (5) working days, submit the grievance in writing to the Director who shall render **their** decision in writing within five (5) working days after receipt of the grievance.
- (d) Step 3  
Failing satisfactory settlement at Step 2, the **Union** may refer the grievance to arbitration within thirty (30) working days of the Director's decision.

**12:02** Grievances under Article 9 and Article 19:05 shall be commenced at Step 2 of the grievance procedure within four (4) working days of the employee being notified of the Employer's decision.

### Article 13 Arbitration

**13:01** Where a grievance is to be referred to arbitration, the following procedure shall apply:

- (a) the party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration and giving the name and address of its appointee to the arbitration board;
- (b) within five (5) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration board;
- (c) the two appointees so selected shall, within ten (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the arbitration board;
- (d) if the recipient of the notice fails to name an appointee, or if the two appointees fail to agree upon a chairperson within ten (10) working days, the appointment may be made by the Chief Justice for the Province of Manitoba or, in **their** absence, the Chief Justice of the Court of Queen's Bench upon request of either party.

**13:02** The arbitration board is to be governed by the following provisions:

- (a) the arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it;
- (b) the decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairperson governs;
- (c) **the Union and the Employer** shall **each** pay one-half of the remuneration and expenses of the chairperson of the board;
- (d) the board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;

- (e) the board shall not have the power to alter or amend any of the provisions of this **Collective Agreement**;
- (f) the parties and the arbitrators shall, after notice to the Employer, have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance;
- (g) the board shall have jurisdiction to determine whether a grievance is arbitrable;
- (h) the board shall determine the real issue in dispute according to the merits and shall make whatever disposition it deems just and equitable.

**13:03** Employees whose attendance is required at arbitration hearings shall receive permission to be absent from work. Time spent by employees at arbitration proceedings at the call of the Employer shall be considered time worked.

**13:04** Nothing herein shall prohibit the parties from agreeing to a single arbitrator. If the parties so agree, the provisions of the Article relating to an arbitration board shall apply *mutatis mutandis* to the single arbitrator.

#### **Article 14 Discipline**

**14:01** No employee shall be disciplined without just cause.

**14:02** The parties agree to a proactive approach to problem resolution. As such, the Manager/**Department Head** and the employee will meet prior to the imposition of discipline, unless the employee is a danger to **themselves** or others, to discuss the circumstances of any considered disciplinary action. The employee may have a Union **R**epresentative present at this meeting.

**14:03** Where a written record of the meeting is to be placed on the employee's file, the employee shall be so advised. The employee shall sign a copy of the written record, indicating that **they have** read the notice, and shall retain a copy. **A Union Representative** shall receive a copy of any such notice. The copy signed by the employee shall be placed on **their** employee file. The

employee may respond to the record and shall have this response placed on **their** employee file.

- 14:04** Where disciplinary action is to be taken, the employee shall be so advised in writing. The employee shall sign a copy of the written notice, indicating that **they have** read the notice, and shall retain a copy. The copy signed by the employee shall be placed on **their** employee file. **A Union Representative** shall receive a copy of any such notice. The employee may respond to the notice and shall have this response placed **in their** employee file.
- 14:05** The record of any disciplinary action shall not be referred to or used against the employee in any arbitration proceedings at any time after **two (2) years** of **continuous** non-disciplinary service after such action.

#### **Article 15 Termination or Resignation of Employment**

- 15:01** No employee except for those on probation shall be terminated without just cause.
- 15:02** Cessation of employment will occur in the event of resignation, non-disciplinary termination, or dismissal for just cause.
- (a)** In the event that an employee fails to return to work under the provisions of Article 8:04, the employee will be deemed to have resigned their employment.
- 15:03** Notice or payment in lieu of notice shall not apply in the case of an employee who resigns or is dismissed for just cause, provided that the provisions of The Employment Standards Code shall not be contravened.
- 15:04** An employee who is dismissed from employment will be provided written notice stating the reason(s) for dismissal and will be subject to the provisions of The Employment Standards Code.

**15:05** Notice of termination by the Employer, subject to Article 15:04, will be governed as follows:

<u>Period of Employment</u>	<u>Notice Period</u>
At least thirty (30) days but less than one (1) year	One (1) week
At least one(1) year and less than three (3) years	Two (2) weeks
At least three (3) years and less than five (5) years	Four (4) weeks
At least five (5) years and less than ten (10) years	Six (6) weeks
At least ten (10) years	Eight (8) weeks

**15:06** Notice of resignation shall be in writing and shall be forwarded to the Manager/Department Head.

(a) An employee who has completed their probationary period and elects to resign will be required to provide the following notice:

<u>Period of Employment</u>	<u>Notice Period</u>
At least thirty (30) days but less than one (1) year	One (1) week
At least one (1) year	Two (2) weeks

### **Article 16 Labour/Management Committee**

**16:01** A Labour/Management Committee shall be appointed consisting of three (3) **Union Representatives** and three (3) Employer **representatives**.

- (a) The Committee shall meet at the request of either party for the purpose of discussing all matters of mutual concern.
- (b) The Committee may make recommendations to the Union and to the Employer.
- (c) Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.

### Article 17 Acting Pay

**17:01** An employee will qualify for six percent (6%) acting pay when additional temporary duties and responsibilities have been assigned to the employee for five (5) or more consecutive working days, and the duties and responsibilities have been outlined in writing by the Manager/Department Head.

For purposes of interpretation of this Article, duties and responsibilities means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.

**17:02** Where an employee has been in acting status for more than five (5) months, the acting status may only be extended by mutual agreement.

**17:03** Within the period of time that a regular employee gives notice of **their** resignation and before the **last** day of the employee's **notice period**, the Employer 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 18 Hours of Work

**18:01** Full-time employees shall work seven (7) hours per work day exclusive of meal periods and thirty-five (35) hours per work week. Alterations to the foregoing shall only be by written mutual consent of both the parties to this **Collective** Agreement. There shall be two (2) paid rest periods of fifteen (15) consecutive minutes each.

Where a full-time employee's normal working day is to be rescheduled, the Employer must notify the employee in writing one week in advance.

**18:02** A part-time employee shall be an employee who is scheduled to work and be paid for a predetermined number of hours which are less than 1,820 **hours** per year. Weekly **and/or** daily hours may vary throughout the year, based on

requirements, and the Employer will provide the employee with a schedule of their hours at least one week in advance of the hours being worked.

Part-time employees who indicate in writing to the Employer that they wish to work additional hours, shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be allocated on the basis of seniority. When a part-time employee is scheduled to work additional hours, **they** shall earn credits toward benefits and seniority as if these were regular hours worked.

- 18:03** Part-time employees shall receive one fifteen (15) minute rest period for every three (3) hours worked.
- 18:04** Within each job the Employer shall grant preference for shift scheduling on the basis of seniority.

### **Article 19 Overtime and Premium Pay**

- 19:01** Overtime work shall be offered on the basis of seniority to those employees who normally perform the work.
- 19:02** All time worked in excess of seven (7) hours in one day and thirty-five (35) hours in one week shall be considered overtime. Overtime shall be compensated at time and one-half (1½x) for all hours worked.
- 19:03** A full-time employee who is not at work and who is called in to work outside **their** regularly scheduled hours or is scheduled to work overtime, shall be paid a minimum of three (3) hours pay at the applicable overtime rate.
- 19:04** For purposes of clarity, **Article 19:03** shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift or to employees who work at a time immediately following their normal shift.
- 19:05** With the agreement of the employee and Employer, overtime shall be compensated by paying the employee for all time worked at the applicable

overtime rate or by granting the employee time off in lieu thereof at the applicable equivalent overtime rate.

**19:06 All overtime must be authorized in writing in advance by the appropriate department Manager/Department Head except in emergency situations involving risk or potential damage to the assets of the Gallery.**

**19:07** Where an employee has elected compensation in time for overtime worked, compensatory time earned must be taken within **sixty (60)** days. Should an employee not use the compensatory time earned within **sixty (60)** days, the employee shall be compensated in money. This time frame may be extended by a further **sixty (60)** days by mutual agreement between the employee and the department Manager/**Department Head**.

**19:08 Calls Outside of Regular Business Hours**

It is understood that, from time to time, circumstances at the Gallery may require that employees are telephoned at home outside of regular business hours. It is therefore agreed that:

- (a) A call list will be established in each department where it is warranted.
- (b) An employee called at home and who is able to respond to the problem by telephone shall be paid one (1) hours pay at regular rates for each call except for subsequent calls which are for the same problem.
- (c) If the employee is eventually required to come to work with respect to a problem on which **they have** given advice, **they** will not be entitled to pay for the calls on which advice was given. **They** shall be paid a minimum of three (3) hours pay at the applicable overtime rate as set out in Article 19:03.
- (d) The employee so called will be expected to exercise good judgement in determining whether **they are** required to report to work to resolve the problem or whether the problem can be resolved by telephone.



## Article 20 Holidays and Holiday Pay

**20:01** The Employer agrees to grant the following paid holidays:

New Year's Day	<b>National Day for Truth and Reconciliation</b>
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
Terry Fox Day (first Monday in August)	Boxing Day
Labour Day	

Any other holiday proclaimed by federal or provincial statute.

**20:02** Employees shall receive one (1) day's pay for each holiday. An employee who works on a holiday shall be paid, in addition to the day's pay, at a rate of time and one-half (1½x) **their** regular rate of pay or time off in lieu at a time mutually agreed upon between the Employer and the employee.

**20:03** In addition to the above paid holidays employees may allot one (1) day per calendar year to use at their discretion, two weeks' notice must be provided. If this **floating paid holiday** is not used the Employer will pay this day out on the last pay period of the calendar year.

## Article 21 Vacations and Vacation Pay

**21:01** The vacation year shall be from the **first** (1<sup>st</sup>) day of April in a calendar year to the **thirty-first** (31<sup>st</sup>) day of March in the next calendar year.

**21:02** An employee who has completed less than one (1) year of continuous employment as of March 31<sup>st</sup> will be granted vacation in the new vacation year based on a pro-rata basis in accordance with the formula used for part-time employees in **Article 21:04**.

An employee may take vacation in advance at the discretion of the Employer. If said employee terminates employment for any reason prior to accumulating enough vacation time to cover advanced vacation, this will be deducted from any severance pay, if owed, at the time of termination.

**21:03** Annual vacation entitlement is earned during one **vacation** year, to be taken in the next **vacation** year, in accordance with an employee's years of continuous employment, as follows:

- (a) Employees will be eligible to receive fifteen (15) vacation days in the beginning of the vacation year in which they will complete two (2) years of continuous employment.
- (b) Employees will be eligible to receive twenty (20) vacation days in the beginning of the vacation year in which they will complete five (5) years of continuous employment.
- (c) Employees will be eligible to receive twenty-five (25) vacation days in the beginning of the vacation year in which they will complete ten (10) years of continuous employment.
- (d) Employees will be eligible to receive thirty (30) vacation days in the beginning of the vacation year in which they will complete fifteen (15) years of continuous employment.

**21:04** Part-time employees shall earn vacation on a pro-rata basis in accordance with the following formula:

$$\frac{\text{Hours paid at regular rate of pay}}{\text{Full-time hours}} \times \text{Entitlement of a full-time employee}$$

Actual vacation entitlement will be based on calendar years of continuous employment. Accumulated hours shall only govern the rate of pay for the current vacation year.

- 21:05** Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.
- 21:06** Preference in scheduling of vacations shall be based on seniority **when requests are received by the first (1<sup>st</sup>) day of April prior to each vacation year. The Employer will advise employees by the fifteenth (15<sup>th</sup>) day of April if their vacation is approved. Where an employee has not submitted their full vacation entitlement by the first (1<sup>st</sup>) day of April in a vacation year, any further vacation will be on a first come first served basis.** An employee shall receive an unbroken period of vacation unless otherwise mutually agreed upon by the employee and the Employer.
- 21:07** All employees who are regularly scheduled to work less than seventeen and one-half (17½) hours per week, will have vacation **pay** added to their paycheque.

## **Article 22 Leave of Absence**

### **22:01 Bereavement Leave**

- (a) An employee shall be granted five (5) regularly scheduled consecutive days leave without loss of pay and benefits, in the case of the death of a parent, wife, husband, **domestic** partner, child, brother, sister, sister's husband, brother's wife, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandchild, step **child**, step parents, latest foster parents, former legal guardian, fiancé and any other relative who was residing in the same household at the time of **their** death.
- (b) **Bereavement** leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the employee is required to attend a funeral more than two hundred and fifty (250) kilometres from Winnipeg, or may be granted at the Employer's discretion if the

travel required is less than two hundred and fifty (250) kilometres from Winnipeg.

- (c) Necessary leave of up to one (1) day without loss of regular pay shall be granted to an employee to attend a funeral as a pallbearer or as a mourner.

#### **22:02 Support Leave**

In the event that a close relative or close friend of an employee becomes ill and it is necessary for the employee to be absent from work to give help or guidance, the Employer shall grant such leave of absence with pay as is reasonably necessary, up to three (3) days. This leave may be extended, provided written documentation from an attending professional belonging to a licensed body or a recognized spiritual Elder is provided. Such leave shall be charged against the employee's accumulated sick leave credits.

#### **22:03 Family Leave**

An employee shall, upon request, be granted leave, without loss of pay or benefits:

- (a) in the event that a child, spouse, partner or parent becomes ill and it is necessary for the employee to be absent from work to give care;
- (b) for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work; **or**
- (c) if the family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way at some other time.

Such leave of absence shall be designated family leave of which an employee shall be entitled to five (5) days per fiscal year, non-cumulative. Any subsequent leave shall be charged against the employee's sick leave credits.

**22:04 Compassionate Care Leave**

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than **twenty-eight (28)** weeks, which must end no later than **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - (1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (i) the day the certificate is issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - (2) the family member requires the care or support of one (1) or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (e) A family member for the purpose of this article shall be defined as:
  - (i) a spouse or common-law partner of the employee;

- (ii) a child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent; **or**
  - (iv) any other person described as family in the applicable regulations of The Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than **twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this Section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 8.
- (h) **An employee may apply to utilize income protection of up to five (5) days to cover all or part of the Employment Insurance waiting period. An employee may also apply to utilize up to an additional five (5) days of income protection in the week immediately following the discontinuation of payments of Employment Insurance Compassionate Care Benefits.**
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 22:01.

**22:05** An employee may, upon written request, be granted a leave of absence without pay and benefits, for a specific period of up to one (1) year for job related reasons. By mutual agreement, such leave may be extended. An employee granted such a leave of absence shall be returned to the position occupied prior to the leave, or a similar position if the original position is no longer available, with previous seniority maintained, and at the prevailing rate

of pay when the leave commenced subject to general increases as negotiated. This clause shall only apply to employees who have been employed for three (3) full calendar years or more with the Employer.

An employee will not accumulate vacation or sick leave entitlements during the approved leave of absence.

### **Article 23 Sick Leave**

- 23:01** A full-time employee shall accumulate sick leave credits at the rate of one and one-half (1½) working days per month of service to a maximum of one hundred and twenty (120) working days.
- 23:02** The Employer may request that the employee provide a medical certificate from **their** attending physician after three (3) continuous sick leave days have been taken.
- 23:03** If an employee is sick while on **their** normal vacation for a period of five (5) or more consecutive working days, on written confirmation of the attending physician and provided the employee notifies the Employer, the Employer shall allow the period of sickness to be charged to any existing unused sick leave credits. Extension of the approved vacation period, to compensate for the sick time, is at the discretion of the Employer.
- 23:04** **An employee's sick leave credits, as set out under Article 23, will not be reduced to less than twelve (12) days per year as a result of the application of Articles 22:02 and 22:03. Should an employee's sick leave credits be reduced below twelve (12) days, the Employer shall advance sick leave credits for purposes pursuant to Articles 22:02 and 22:03.**
- 23:05** **Credit is not given for any unused portion of sick leave upon termination, resignation or layoff.**
- 23:06** The provisions of this Article apply to part-time employees on a pro-rata basis.

## Article 24 Maternity Leave

**24:01** In order to qualify, a pregnant employee must:

- (a) have completed seven (7) continuous months of employment for or with the Employer;
- (b) submit to the Manager of Human Resources an application in writing for leave at least four (4) weeks (where possible, Employer prefers eight [8] weeks' notice) before the day specified by **them** in the application as the day on which **they** intend to commence such leave; and
- (c) provide the Manager 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.

**24:02** An employee who qualifies is entitled to and shall be granted 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 24:01(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 24:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.

**24:03** In cases of pregnancy, an employee who provides the Employer with proof that **they have** applied for and is eligible to receive Employment Insurance benefits pursuant to the Employment Insurance Act (1996), shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. The allowance paid shall be the difference between the E.I. benefits, and any other earnings, and ninety-three



percent (93%) of the employee's weekly earnings, for a fifteen (15) week period. The employee will continue to receive full accumulation of seniority. The Gallery benefits will remain in effect for the seventeen (17) week period of maternity leave. This leave may be extended by mutual agreement and such leave granted shall be considered a leave of absence.

**24:04** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of **five (5)** working days of **their** accumulated sick leave against the Employment Insurance waiting period.

**An employee who has been granted maternity leave will also be permitted to apply up to an additional five (5) days of their accumulated sick leave:**

- (a) In the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits, if the employee does not receive Employment Insurance Parental benefits; or**
- (b) In the week immediately following the discontinuation of payments of Employment Insurance Parental benefits, if the employee receives Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits.**

**24:05** Upon request, **an employee who is the non-birthing parent**, shall be granted leave up to a maximum of ten (10) days of **their** accumulated sick leave for needs directly related to the birth of **their** child. These days shall be consecutive. Should an employee request and be granted such leave, **they** shall not be entitled to a further ten (10) days of sick leave pursuant to Article 24:04.

**24:06** An employee who applies for and is granted maternity leave in accordance with this Article will be required to return to work at the Gallery for a minimum of fifteen (15) weeks following the leave. Should the employee fail to return to work following the leave, **they** will be required to reimburse the

Gallery for the amount of the maternity leave allowance referenced in **Article 24:03**.

In the event of a protracted illness or condition of the mother or the infant, this requirement will be waived. The Employer may request that the employee provide a medical certificate from **their** attending physician.

Should the employee be unable to return to work due to other extenuating circumstances, the Employer will consider waiving this requirement upon the provision of supporting documentation.

**24:07** An employee who has been granted maternity leave shall be placed in **their** former position when **they** return to work, unless otherwise mutually agreed. In the event that the employee's former position is deleted while **they are** on leave, the employee shall be notified immediately and shall be entitled to all rights and benefits provided in this Agreement as if **they** were at work.

## **Article 25 Adoptive Leave**

**25:01** In order to qualify for Adoptive Leave, in the case of adoption of a child less than seven (7) years old, or an individual under mental or physical disability, an employee must:

- (a) have completed seven (7) continuous months of employment for or with the Employer;
- (b) notify the Manager **of** Human Resources of intention to adopt and further must notify the Manager **of** Human Resources as soon as the employee is notified of the adoption date; and
- (c) provide the Manager **of** Human Resources with confirmation of adoption from the appropriate authority.

**25:02** An employee who qualifies is entitled to and shall be granted adoptive leave for a period not exceeding seventeen (17) weeks. The employee may elect to commence the adoptive leave:

- (a) from the day the child comes into the employee's actual care and custody;
- (b) at any time during, or on the expiry date of, any leave of absence taken by another person in respect of the child; or
- (c) at any time during the ninety (90) days after the child comes into the employee's actual care and custody.

**25:03** In cases of an adoption, an employee who has complied with the provisions of Article 25:01 and provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance benefits pursuant to the Employment Insurance Act (1996), shall be paid an adoptive leave allowance in accordance with the Supplementary Employment Benefit Plan. The allowance paid shall be the difference between the E.I. benefits, and any other earnings, and ninety-three percent (93%) of the employee's weekly earnings, for a fifteen (15) week period. The employee will continue to receive full accumulation of seniority. Gallery benefits will remain in effect for the seventeen (17) week period of adoptive leave. This leave may be extended by mutual agreement and such leave granted shall be considered a leave of absence.

**25:04** An employee who has been granted adoptive 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.

**Additionally, an employee who has been granted adoptive leave shall be permitted to apply up to a maximum of five (5) days of their accumulated sick leave in the week immediately following the discontinuation of Employment Insurance Standard or Extended Parental Benefits.**

**25:05** An employee who applies for and is granted adoptive leave in accordance with this Article will be required to return to work at the Gallery for a minimum of fifteen (15) weeks following the leave. Should the employee fail to return to work following the leave, **they** will be required to reimburse the

Gallery for the amount of the adoptive leave allowance referenced in **Article 25:03**.

In the event of the onset of a protracted illness or condition in the adopted child which was not evident at the time of the adoption, this requirement will be waived. The Employer may request that the employee provide a medical certificate from the attending physician.

Should the employee be unable to return to work due to other extenuating circumstances, the Employer will consider waiving this requirement upon the provision of supporting documentation.

**25:06** An employee who is granted adoptive leave shall be placed in **their** former position when **they** return to work, unless otherwise mutually agreed. In the event that the employee's former position is deleted while **they are** on leave, the employee shall be notified immediately and shall be entitled to all rights and benefits provided in this Agreement as if **they** were at work.

## **Article 26 Parental Leave**

**26:01** In order to qualify for parental leave an employee must:

- (a) have completed seven (7) continuous months of employment; and
- (b) be the natural mother of a child; or
- (c) be the natural father of a child, or **they** must assume actual care and custody of **their** newborn child; or
- (d) adopt a child under the law of a province.

**26:02** An employee who qualifies under **Article 26:01** above, shall provide an application in writing for parental leave, specifying the date upon which the employee will commence the leave. Such an application shall be provided at least four (4) weeks in advance of that date.

- 26:03** The employee shall be granted parental leave without pay for a continuous period of up to **sixty-three (63)** weeks. The employee will continue to receive full accumulation of seniority.
- 26:04** In the event the employee is using only parental leave and has applied for Employment Insurance benefits for parental leave, the employee shall be entitled to use **five (5)** days of **their** sick leave credits to be applied against the Employment Insurance waiting period. **An employee shall be permitted to use up to five (5) additional days of their sick leave in the week immediately following the discontinuation of Employment Insurance Standard or Extended Benefits.** The Employer may request proof that such a waiting period applies. Further, when an employee requests and is granted ten (10) days of sick leave for this purpose, such employee will not be entitled to a further ten (10) days of sick leave pursuant to Article 24:05.
- 26:05** Subject to Article 26:06 below, parental leave must commence no later than **eighteen (18) months after the** date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 26:06** Unless otherwise approved by the Employer, an employee who takes parental leave in addition to maternity leave must commence the parental leave immediately following the expiry of the maternity leave without a return to work.
- 26:07** An employee who has been granted parental leave shall be placed in **their** former position when **they** return to work, unless otherwise mutually agreed. In the event that the employee's former position is deleted while **they are** on leave, the employee shall be notified immediately and shall be entitled to all rights and benefits provided in this Agreement as if **they** were at work.

### **Article 27 Health and Welfare Benefits Plan**

**27:01** The Employer shall continue the plans set out in Schedule “A” which shall form part of this **Collective** Agreement and shall not be changed without the agreement of the Union.

The Employer shall continue to pay its existing proportion of the premiums due thereunder.

**27:02** The Employer will provide employees with an Employee Assistance Program. All costs will be borne by the Employer.

**27:03** All employees currently eligible for benefits will be reimbursed for up to **three hundred dollars (\$300)** per year for any membership to a fitness or wellness facility.

### **Article 28 Perks**

**28:01** The Employer will provide annual **Gallery Membership** for all employees and their immediate family.

**28:02** The Employer will provide, free of charge, tea and coffee for all employees.

**28:03** The Employer will provide two (2) passes for **Gallery sponsored movies** on request.

**28:04** The Employer will provide a forty percent (40%) discount on **Gallery room rentals**.

### **Article 29 Severance**

**29:01** If an employee chooses to retire and be eligible for severance, the Employer will require notice as follows:

**On or before the thirty-first (31st) day of December of the fiscal year prior to the intended date of retirement, the individual will notify a Union Representative in writing, of their intent to retire during the**

**upcoming fiscal year. A Union Representative will inform the Manager of Human Resources that members have indicated they wish to retire in the upcoming fiscal year. Intended retirees' names will not be released to the Employer until four (4) months prior to retirement date.**

**The individual may rescind this notice at any time prior to four (4) months' notice being given.**

- 29:02** Employees who have completed at least ten (10) years of continuous service with the Employer, whose age plus years of service equal eighty (80), whose services are terminated as a result of retirement, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) week's pay for each year of accumulated service or portion thereof, but the amount of severance pay shall not exceed eight (8) weeks' pay.
- 29:03** Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one (1) week's pay for each year of accumulated service or portion thereof (minimum of two weeks), except in cases of voluntary resignation or dismissal for just cause. Payment shall be made as agreed upon between the employee and Employer, upon receipt by the Employer of a signed release. An employee who has received severance pay and who is re-hired shall not be required to return any portion of such pay to the Employer in the event **they** subsequently return to work for the Employer, but shall have **their** seniority cancelled.
- 29:04** The rate of pay referred to in this Article shall be determined on the basis of the last hourly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.
- 29:05** For purposes of interpretation, the severance pay to be paid shall be based on an average of the normal hours of work over the fiscal year.

### **Article 30 Health and Safety**

- 30:01** Where the nature of the work or working conditions so require, the Employer shall supply employees with all tools or safety equipment necessary to carry out the work. Employees shall use or wear such tools or equipment at the direction of the Employer. The Employer shall maintain or replace tools **and** equipment where necessary, due to normal wear or tear.
- 30:02** The Labour/Management Committee shall have full access to accident reports and other non-confidential health records in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board of Manitoba and the government or its agencies.

### **Article 31 Technological Change**

- 31:01** It is agreed that the provisions of The Labour Relations Act pertaining to Technological Change shall be deemed to be included under the terms of this **Collective** Agreement.

### **Article 32 Wages**

- 32:01** The Employer shall pay salaries and wages as set out in Schedule "B" attached hereto and forming part of this **Collective** Agreement. Each employee shall be provided semi-monthly with an itemized statement of **their** wages, overtime and other supplementary pay and deductions. Salaries and wages shall be paid by direct deposit on the 15th and last working day of each month, or the last working day immediately prior where the 15th or last working day of the month falls on a weekend or holiday.



### Article 33 Term Employees

- 33:01** Term employees whose employment exceeds a period of ninety (90) working days (six-hundred thirty [630] working hours) shall be subject to the terms and conditions of the Agreement, with the exception of Article 27 referencing membership in group benefit/pension plans. Where the term of employment terminates at the end of a specified term or the completion of a specific job:
- (a) the Employer shall not be required to give any notice or payment in lieu thereof;
  - (b) the **term** employee shall not be required to give any notice of resignation; **and**
  - (c) the **term** employee shall not be entitled to bumping rights or right to recall under Articles 8 and 10 herein.
- 33:02** **Term** employees whose employment period does not exceed a period of ninety (90) working days (six-hundred thirty [630] working hours) shall not be subject to the terms and conditions of the Agreement. The Employer will not artificially hire and rehire for the purposes of the extension of this type of employment.
- 33:03** **Term** employees under student employment grants or similar programs are not subject to a pay schedule under the terms of the **Collective** Agreement.

### Article 34 Duration and Retroactivity

- 34:01** (a) This **Collective** Agreement shall be in full force from October 1, 2020 until September 30, 2024.
- (b) The provisions of the **Collective** Agreement shall continue in effect following the expiry date until replaced by a new agreement or until the declaration of a strike or lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least fourteen (14) days' written notice as to the intended time and date of strike action.

(d) The Employer agrees to give the Union at least fourteen (14) days' written notice as to the intended time and date of a lockout.

- 34:02** Should either party desire to propose changes to this **Collective** Agreement, they shall give notice in writing to the other party not more than ninety (90) days and not less than thirty (30) days prior to the date of termination. Within thirty (30) days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new **Collective** Agreement.
- 34:03** This **Collective** Agreement may be amended during its term by mutual agreement.
- 34:04** It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this **Collective** Agreement and further no employee in the unit shall strike during the term of this **Collective** Agreement.
- 34:05** **Retroactive pay adjustments and increments for the period between the expiration of the previous Collective Agreement and the ratification date will be paid to all employees within sixty (60) days of ratification.**

### **Article 35 Court Leave/Citizenship Leave**

- 35:01** Leave of absence with pay for the required period of absence shall be granted to an employee who:
- (a) is summoned for jury selection;**
  - (b) is summoned for jury duty;**
  - (c) receives a summons or subpoena to appear as a witness in a court proceeding as a result of their position with the Employer;**
  - (d) receives a summons or subpoena to appear as a witness in a court proceeding to an accident or assault not occasioned by the employee's private affair; and**

(e) attends their own formal hearing to become a Canadian Citizen.

Employees are not eligible for a leave of absence with pay when they receive a summons or subpoena to appear in a court proceeding occasioned by the employee's private affairs.

The employee shall remit to the Employer any jury or witness fees received.

### **Article 36 Contracting Out**

**36:01** The Employer agrees not to contract out work performed by the bargaining unit that would result in a reduction of hours of work or the layoff of members of the bargaining unit.

### **Article 37 Safe and Healthy Workplace**

**37:01** Board approved safe and healthy workplace policy is included in the Gallery's Employer's policy manual.

### **Article 38 Casual Employees**

The terms of this Collective Agreement shall not apply to casual employees except:

**38:01** Casual employees are paid in accordance with the wages specified in Schedule "B". Increments will be earned in accordance with the number of hours worked.

**38:02** Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19:02.

**38:03** Casual employees required to work on a holiday as defined in Article 20:01 shall be paid at the rate of time and one-half (1½x) their basic rate of pay.

- 38:04** Casual employees shall receive vacation pay semi-monthly at the rate prescribed in The Employment Standards Act of Manitoba.
- 38:05** Casual employees shall receive one fifteen (15) minute rest period for every three (3) hours worked.
- 38:06** Casual employees who have reached two hundred and fifty (250) hours in a calendar year shall be reimbursed for up to three-hundred dollars (\$300) per year for any membership to a fitness or wellness facility.
- 38:07** No casual employee shall be disciplined or terminated without just cause except for those on probation or those who have not worked for forty-five (45) consecutive days.
- 38:08** If a casual employee who has been terminated in accordance with Article 38:07 is rehired as a casual employee within twelve (12) months, the casual employee will receive seniority for the employee's previous casual service.
- 38:09** The following articles shall apply to casual employees: Article 4, Union Security; Article 7, Probation; Article 12, Grievance Procedure; and Article 37, Safe and Healthy Workplace.

**Schedule “A” - Benefits**

1. The Winnipeg Art Gallery Retirement Plan (Manulife Policy No. 100002057). **A certified copy is filed with the Union and the Employer.**
2. **Blue Cross** Group Term Insurance, Group Health Insurance, Group Long Term Disability Insurance, Group Dental Insurance, Group Vision Care Insurance (Policy No. 41266). **A certified copy is filed with the Union and the Employer.**

**An employee who has been granted a leave of absence may, for a period of up to six (6) months in duration, elect to continue coverage under the health and welfare benefit plan, as outlined in Schedule “A” of this Agreement. Should the employee opt for this election, the employee will be totally responsible to the Gallery for the cost of their benefit premiums during the leave.**

## Schedule "B" - Salary Schedule

Effective October 1, 2020 to September 30, 2021

Class	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Bartenders	23,605	25,589	27,573	29,539	31,486	33,506
	Front Desk Receptionist	12.97	14.06	15.15	16.23	17.30	18.41
	Gallery Shop Sales						
2	<b>CRM Assistant</b>	28,683	30,103	31,522	32,960	34,416	35,854
		15.76	16.54	17.32	18.11	18.91	19.70
3		30,703	32,250	33,743	35,272	36,819	38,347
		16.87	17.72	18.54	19.38	20.23	21.07
4	Audio Visual Technician	32,851	34,453	36,145	37,765	39,367	41,041
	Event Lead / Program Lead	18.05	18.93	19.86	20.75	21.63	22.55
	Preparator Assistant						
	<b>Learning &amp; Programs Facilitator</b>						
5	<b>Engagement &amp; Advancement Assistant</b>	35,162	36,873	38,657	40,422	42,151	43,917
	<b>Collections &amp; Exhibitions &amp; Museum Services Assistant</b>	19.32	20.26	21.24	22.21	23.16	24.13
	<b>Building Maintenance Coordinator</b>						
	<b>Matting / Framing Technician</b>						
	Studio Programs Technician						
	<b>Retail Operations Administrator</b>						

<b>Class</b>	<b>Job Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
6	Gallery Technician, Vaults	37,911	39,822	41,714	43,662	45,482	47,411
	<b>AV Administrator</b>	20.83	21.88	22.92	23.99	24.99	26.05
	<b>Digital Media Administrator</b>						
	<b>Advancement Administrator</b>						
	<b>Gallery Technician / Installations</b>						
	<b>CRM Administrator</b>						
	<b>Learning &amp; Programs Administrator</b>						
7	<b>Finance Administrator</b>	41,005	43,025	45,118	47,156	49,195	51,233
	Lead Technician, Installations	22.53	23.64	24.79	25.91	27.03	28.15
	<b>Exhibitions &amp; Loans Administrator</b>						
8	<b>Finance Supervisor</b>	45,118	47,320	49,577	51,834	54,054	56,347
	<b>Designer</b>	24.79	26.00	27.24	28.48	29.70	30.96
	<b>Engagement Officer</b>						
	<b>Public Relations Officer</b>						
	<b>Registrar</b>						
	Learning & Program Coordinators Assistant Curator						
9	<b>Librarian</b>	50,032	52,562	55,000	57,512	60,024	62,481
	Conservator	27.49	28.88	30.22	31.60	32.98	34.33
	Rentals Coordinator						
	Engagement Supervisor						
10	Curator	56,547	59,350	62,208	65,010	67,831	70,780
	Head Conservator	31.07	32.61	34.18	35.72	37.27	38.89

Merit increases shall be granted in recognition of satisfactory service on the first day of the month nearest the employee's anniversary date or, in the case of part time employees, on completion of 1,820 working hours.

## Effective October 1, 2021 to September 30, 2022

Class	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Bartenders	23,842	25,844	27,846	29,830	31,795	33,834
	Front Desk Receptionist	13.10	14.20	15.30	16.39	17.47	18.59
	Gallery Shop Sales						
2	<b>CRM Assistant</b>	28,974	30,412	31,832	33,288	34,762	36,218
		15.92	6.71	17.49	18.29	19.10	19.90
3		31,013	32,578	34,089	35,617	37,183	38,730
		17.04	17.90	18.73	19.57	20.43	21.28
4	Audio Visual Technician	33,179	34,798	36,509	38,147	39,767	41,460
	Event Lead / Program Lead	18.23	19.12	20.06	20.96	21.85	22.78
	Preparator Assistant						
	<b>Learning &amp; Programs Facilitator</b>						
5	<b>Engagement &amp; Advancement Assistant</b>	35,508	37,237	39,039	40,823	42,570	44,353
	<b>Collections &amp; Exhibitions &amp; Museum Services Assistant</b>	19.51	20.46	21.45	22.43	23.39	24.37
	<b>Building Maintenance Coordinator</b>						
	<b>Matting / Framing Technician</b>						
	Studio Programs Technician						
	<b>Retail Operations Administrator</b>						



<b>Class</b>	<b>Job Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
6	Gallery Technician, Vaults	38,293	40,222	42,133	44,099	45,937	47,884
	<b>AV Administrator</b>	21.04	22.10	23.15	24.23	25.24	26.31
	<b>Digital Media Administrator</b>						
	<b>Advancement Administrator</b>						
	<b>Gallery Technician / Installations</b>						
	<b>CRM Administrator</b>						
	<b>Learning &amp; Programs Administrator</b>						
7	<b>Finance Administrator</b>	41,423	43,462	45,573	47,629	49,686	51,743
	Lead Technician, Installations	22.76	23.88	25.04	26.17	27.30	28.43
	<b>Exhibitions &amp; Loans Administrator</b>						
8	<b>Finance Supervisor</b>	45,573	47,793	0,068	52,343	54,600	56,911
	<b>Designer</b>	25.04	26.26	27.51	28.76	30.00	31.27
	<b>Engagement Officer</b>						
	<b>Public Relations Officer</b>						
	<b>Registrar</b>						
	Learning & Program Coordinators Assistant Curator						
9	<b>Librarian</b>	50,523	53,089	55,546	58,094	60,624	63,099
	Conservator	27.76	29.17	30.52	31.92	33.31	34.67
	Rentals Coordinator						
	Engagement Supervisor						
10	Curator	57,112	59,951	62,826	65,666	68,505	71,490
	Head Conservator	31.38	32.94	34.52	36.08	37.64	39.28

Merit increases shall be granted in recognition of satisfactory service on the first day of the month nearest the employee's anniversary date or, in the case of part time employees, on completion of 1,820 working hours.

## Effective October 1, 2022 to September 30, 2023

Class	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Bartenders	24,315	26,354	28,410	30,430	32,432	34,507
	Front Desk Receptionist	13.36	14.48	15.61	16.72	17.82	18.96
	Gallery Shop Sales						
2	<b>CRM Assistant</b>	29,557	31,013	32,469	33,961	35,454	36,946
		16.24	17.04	17.84	18.66	19.48	20.30
3		31,632	33,233	34,762	36,327	37,929	39,512
		17.38	18.26	19.10	19.96	20.84	21.71
4	Audio Visual Technician	33,834	35,490	37,237	38,912	40,568	42,297
	Event Lead / Program Lead	18.59	19.50	20.46	21.38	22.29	23.24
	Preparator Assistant						
	<b>Learning &amp; Programs Facilitator</b>						
5	<b>Engagement &amp; Advancement Assistant</b>	36,218	37,983	39,822	41,642	43,425	45,245
	<b>Collections &amp; Exhibitions &amp; Museum Services Assistant</b>	19.90	20.87	21.88	22.88	23.86	24.86
	<b>Building Maintenance Coordinator</b>						
	<b>Matting / Framing Technician</b>						
	Studio Programs Technician						
	<b>Retail Operations Administrator</b>						

<b>Class</b>	<b>Job Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
6	Gallery Technician, Vaults	39,057	41,023	42,970	44,972	46,847	48,849
	<b>AV Administrator</b>	21.46	22.54	23.61	24.71	25.74	26.84
	<b>Digital Media Administrator</b>						
	<b>Advancement Administrator</b>						
	<b>Gallery Technician / Installations</b>						
	<b>CRM Administrator</b>						
	<b>Learning &amp; Programs Administrator</b>						
7	<b>Finance Administrator</b>	42,260	44,335	46,483	48,576	50,687	52,780
	Lead Technician, Installations	23.22	24.36	25.54	26.69	27.85	29.00
	<b>Exhibitions &amp; Loans Administrator</b>						
8	<b>Finance Supervisor</b>	46,483	48,758	51,069	53,399	55,692	58,058
	<b>Designer</b>	25.54	26.79	28.06	29.34	30.60	31.90
	<b>Engagement Officer</b>						
	<b>Public Relations Officer</b>						
	<b>Registrar</b>						
	Learning & Program Coordinators Assistant Curator						
9	<b>Librarian</b>	51,542	54,145	56,657	59,259	61,844	64,355
	Conservator	28.32	29.75	31.13	32.56	33.98	35.36
	Rentals Coordinator						
	Engagement Supervisor						
10	Curator	58,258	61,152	64,082	66,976	69,870	72,927
	Head Conservator	32.01	33.60	35.21	36.80	38.39	40.07

Merit increases shall be granted in recognition of satisfactory service on the first day of the month nearest the employee's anniversary date or, in the case of part time employees, on completion of 1,820 working hours.

## Effective October 1, 2023 to September 30, 2024

Class	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Bartenders Front Desk Receptionist Gallery Shop Sales	25,171 13.83	27,282 14.99	29,411 16.16	31,504 17.31	33,561 18.44	35,708 19.62
2	<b>CRM Assistant</b>	30,594 16.81	32,105 17.64	33,597 18.46	35,144 19.31	36,691 20.16	38,238 21.01
3		32,742 17.99	34,398 18.90	35,981 19.77	37,601 20.66	39,257 21.57	40,895 22.47
4	Audio Visual Technician Event Lead / Program Lead Preparator Assistant <b>Learning &amp; Programs Facilitator</b>	35,017 19.24	36,728 20.18	38,548 21.18	40,277 22.13	41,987 23.07	43,771 24.05
5	<b>Engagement &amp; Advancement Assistant</b> <b>Collections &amp; Exhibitions &amp; Museum Services Assistant</b> <b>Building Maintenance Coordinator</b> <b>Matting / Framing Technician</b> Studio Programs Technician <b>Retail Operations Administrator</b>	37,492 20.60	39,312 21.60	41,223 22.65	43,098 23.68	44,954 24.70	46,829 25.73

<b>Class</b>	<b>Job Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
6	Gallery Technician, Vaults	40,422	42,461	44,481	46,537	48,485	50,560
	<b>AV Administrator</b>	22.21	23.33	24.44	25.57	26.64	27.78
	<b>Digital Media Administrator</b>						
	<b>Advancement Administrator</b>						
	<b>Gallery Technician / Installations</b>						
	<b>CRM Administrator</b>						
	<b>Learning &amp; Programs Administrator</b>						
7	<b>Finance Administrator</b>	43,735	45,882	48,103	50,268	52,452	54,636
	Lead Technician, Installations	24.03	25.21	26.43	27.62	28.82	30.02
	<b>Exhibitions &amp; Loans Administrator</b>						
8	<b>Finance Supervisor</b>	48,103	50,469	52,853	55,273	57,639	60,096
	<b>Designer</b>	26.43	27.73	29.04	30.37	31.67	33.02
	<b>Engagement Officer</b>						
	<b>Public Relations Officer</b>						
	<b>Registrar</b>						
	Learning & Program Coordinators Assistant Curator						
9	<b>Librarian</b>	53,344	56,038	58,640	61,334	64,009	66,612
	Conservator	29.31	30.79	32.22	33.70	35.17	36.60
	Rentals Coordinator						
	Engagement Supervisor						
10	Curator	60,297	63,300	66,321	69,324	72,309	75,475
	Head Conservator	33.13	34.78	36.44	38.09	39.73	41.47

Merit increases shall be granted in recognition of satisfactory service on the first day of the month nearest the employee's anniversary date or, in the case of part time employees, on completion of 1,820 working hours.

**Schedule “C” - Letter of Understanding**

*between*

**The Winnipeg Art Gallery**

*and*

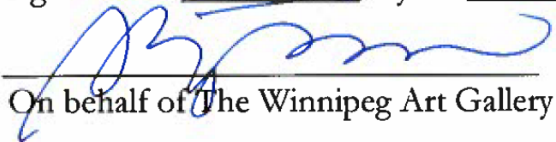
**Manitoba Government and General Employees’ Union**

**Re: Volunteers**

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The Employer and the Union recognize the valuable contribution made by volunteers to The Winnipeg Art Gallery and all existing activities carried out by the volunteers can be continued in accordance with past practice.

Signed this 30<sup>th</sup> day of August, 2022.

  
On behalf of The Winnipeg Art Gallery

  
On behalf of Manitoba Government  
and General Employees’ Union

Schedule "D" - Letter of Understanding

*between*

The Winnipeg Art Gallery

*and*

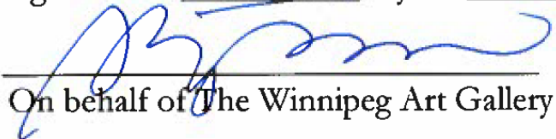
Manitoba Government and General Employees' Union

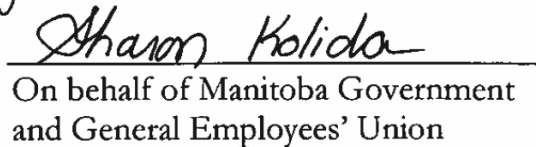
Re: Job Sharing

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Job sharing is a voluntary work arrangement whereby the duties, responsibilities, and costs of a full-time position may be restructured in a manner which would accommodate the employment of two (2) employees on a work-time sharing basis. Upon the written request of the employees, following consultation with the Head of the Department, Manager of Human Resources, and the Union, job share arrangements may be developed.

Signed this 30<sup>th</sup> day of August, 2022.

  
On behalf of The Winnipeg Art Gallery

  
On behalf of Manitoba Government  
and General Employees' Union

**Schedule “E” - Memorandum of Agreement***between***The Winnipeg Art Gallery***and***Manitoba Government and General Employees’ Union****Re: Compressed Work Week**

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The parties agree as follows:

Each year, from September through May, all full-time employees shall work an extra one-half (1/2) hour per day to ensure the following:

- (a) From June through August, all full-time employees shall work a four (4) day work week, with Mondays off.
- (b) During the period between Christmas Day and New Year’s Day, exclusive of applicable statutory holidays, three (3) of the total accumulated days may be taken.

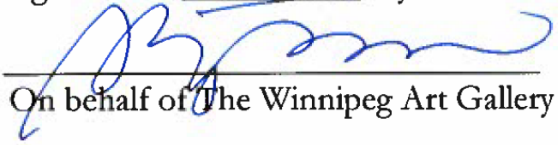
However, it is acknowledged that, during this period, the **Employer** may require minimal staff coverage. In making this determination, as it pertains to the **Winnipeg Art Gallery** services and the number of staff members required, the **Employer** will act in a reasonable manner.

Once minimal coverage has been determined, **the Employer and the employee** will, upon mutual agreement, develop a plan to ensure requirements are met.

- (c) **Full-time employees** who work on one or more of the above-noted days shall be granted the equivalent number of days off at another time as mutually agreed.



Signed this 30<sup>th</sup> day of August, 2022.

  
On behalf of The Winnipeg Art Gallery

Sharon Kolida  
On behalf of Manitoba Government  
and General Employees' Union

Schedule "F" - Memorandum of Agreement

*between*

**The Winnipeg Art Gallery**

*and*

**Manitoba Government and General Employees' Union**


**Re: Wages**


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The parties agree to the following general wage increases:

<b>October 1, 2020:</b>	<b>1.0%</b>
<b>October 1, 2021:</b>	<b>1.0%</b>
<b>October 1, 2022:</b>	<b>2.0%</b>
<b>October 1, 2023</b>	<b>3.5%</b>

Signed this 30<sup>th</sup> day of August, 2022.

  
On behalf of The Winnipeg Art Gallery

  
On behalf of Manitoba Government  
and General Employees' Union

**Schedule “G” - Memorandum of Agreement**

*between*

**The Winnipeg Art Gallery**

*and*

**Manitoba Government and General Employees’ Union**

**Re: Leaves Referenced in The Employment Standards Code of Manitoba**

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Employees are eligible for various leaves under the terms of The Employment.

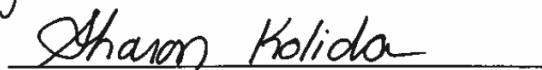
Standards Code of Manitoba, including but not limited to:

- Leave for Reservist
- Leave for Organ Donation
- Leave Related to Critical Illness of a Child or Adult
- Leave Related to the Death or Disappearance of a Child
- Interpersonal Violence Leave

Employees should visit [www.gov.mb.ca](http://www.gov.mb.ca) and search Employment Standards for more information regarding the various types of leaves available.

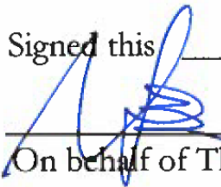
Signed this 30<sup>th</sup> day of August, 2022.

  
\_\_\_\_\_  
On behalf of The Winnipeg Art Gallery

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees’ Union


IN WITNESS WHEREOF A representative of The Winnipeg Art Gallery has hereunto set their hand for, and on behalf of The Winnipeg Art Gallery and a Staff 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 30<sup>th</sup> day of August, 2022.

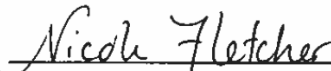
  
On behalf of The Winnipeg Art Gallery

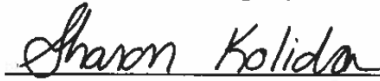
  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of The Winnipeg Art Gallery

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of The Winnipeg Art Gallery

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Manitoba Government and General Employees' Union