

Collective Agreement

between

The Manitoba Museum

and

Manitoba Government and General Employees' Union

April 1, 2010 to March 31, 2014

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*All changes appear in **bold**.

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*All changes appear in **bold**.

This agreement made this 11th day of February 2011.

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. For employees employed on or before April 1, 1976, their anniversary date shall be April 1.

- (b) “Employee” means a person employed by the Museum and includes regular and part-time employees within the bargaining unit as per Article 3.
- (c) “Position” means a position of employment with the Museum.
- (d) “Regular 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 Employee” means an employee who is employed for a specific period of time but in any event not to exceed a period of ninety (90) days worked. Following the completion of ninety (90) days worked, a temporary employee shall become an “employee” covered by the terms of this agreement. Prior to the completion of ninety (90) days 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) “Term Employee” means an employee hired for a specific period of time or for the completion of a specific job.
- (h) “Probation” means a period of time that an employee serves following his/her 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.
- (i) “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.
- (j) “Demotion” means a change of employment with the Museum from one position to another having a lower maximum salary.
- (k) “Promotion” means a change of employment with the Museum from one position to another having a higher maximum salary.

- (l) “Holiday” means a day off work with full pay and no loss of benefits.
- (m) “Discrimination or Discriminatory Action” means any act or omission by the Museum or the Union or any person acting under the Authority of the Museum or the Union which adversely affects any term or condition of employment, or of membership in the Union and without restricting the generality of the foregoing includes layoff, suspension, dismissal, loss of opportunity for promotion, demotion, transfer of duties or change in working hours.
- (n) Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural where the context so requires.
- (o) “Medical Practitioner” means a physician properly licensed by and currently registered with the College of Physicians and Surgeons of Manitoba.

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 5379 issued under the Labour Relations Act by the Manitoba Labour Board on the 17th day of April 1998.
- 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 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 signing up to and including March 31, **2014** and from year to year thereafter, subject to the right of either party to give notice of intent to commence negotiations upon March 31, **2014** or any anniversary date thereafter by written notice. Such written notice must be given at least thirty (30) days prior to March 31, **2014** 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 and 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**, but without being responsible for showing cause of any sort.
- 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.

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.

- 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 notice thereof for at least five (5) working days. 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, past work performance, and seniority with seniority prevailing in the event of equality of ability and past work performance.
- 9:06** The employee appointed shall be on trial for ninety (90) calendar days. If that employee proves unsatisfactory, or wishes to return to his/her former position, he/she shall be returned to his/her former position and salary.
- 9:07** 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.

- 9:08** When an employee is not appointed after applying, he/she 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.
- 9:09** No employee shall be transferred from one (1) position to another without the employee's written consent or written application.
- 9:10** A successful applicant for a position shall be informed, in writing, of at least the starting date, the position of his/her immediate supervisor, initial salary rate, and current job description.
- 9:11** Should the Museum find it necessary to fill a vacant position by a temporary assignment as provided in Article 9:07, 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.
- 9:12** 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.
- 9:13** Where a regular employee has been appointed to a term assignment then the employee, upon expiry of the assignment, shall revert to his/her 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 Promotion

- 10:01** Whenever an employee is promoted, he/she shall be paid at least one (1) increment greater than the rate of pay in his/her 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 he/she is promoted.

Article 11 Hours of Work

11:01 Regular Employees

Hours of work for all regular 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 Tuesday to Monday. Days of rest shall be scheduled on a consecutive basis with one (1) of the consecutive days off being a Saturday or Sunday, unless mutually agreed to by the Union and management in writing.

11:02 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 regular employees.

11:03 The Museum recognizes that weekend day shifts assigned to regular employees may be traded. It will be the responsibility of the affected employee to identify another regular employee to cover their assigned shift and make the necessary arrangements. All changes in assigned shifts to regular employees must be approved in writing by the appropriate Supervisor who will then adjust the posted schedule for regular employees under his/her 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 regular 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 regular employees. However, should the Museum cancel shift(s) which have been assigned without giving the employee affected seven (7) days written notice, the regular employee shall receive time and one-half (1½) for each new shift they are required to work.

- 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 regular employee will not be required to work more than two (2) weekend days in any one (1) calendar month.
- 11:08** In recognition of regular employees working weekend days and in addition to other benefits as contained in this Collective Agreement, a regular employee shall receive an additional one (1) days' time (seven [7] hours) for every thirty-five (35) 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 regular employee shall maintain and submit to his/her Supervisor a monthly attendance register specifying only absences on normal days of work, hours of overtime and call back.
- 11:10** **Part-time Employees**
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.
- 11:11** Not later than ten (10) calendar days prior to the first working day of the next calendar month, each part-time employee may indicate his/her 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.
- 11:12** 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.

- 11:13** 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.
- 11:14** 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**.
- 11:15** 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.
- 11:16** 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.
- 11:17** 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.
- 11:18** 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.

- 11:19** 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).
- 11:20** 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 12:05 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 he/she shall be entitled to be paid at regular overtime rates for all additional hours worked.
- 11:21** Part-time employees as a condition of employment must be available to work forty-nine (49) weeks a year if employed for forty-eight (48) months or less, or for forty-eight (48) weeks a year if employed for more than forty-nine (49) months.
- 11:22** 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.
- 11:23** Part-time employees shall receive one (1) fifteen (15) minute rest period for every three (3) hours worked.
- 11:24** Notwithstanding the provision of Articles 11:10, 11:11, and 11:12, 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 the said classification.

Article 12 Overtime and Callback

- 12:01** Overtime must be authorized in advance by the immediate supervisor. A regular 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 times ($1\frac{1}{2}x$) his/her 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 regular employee who is required to work on one (1) of his/her normal rest days shall be compensated for such additional hours at a rate equal to time and one-half ($1\frac{1}{2}x$) for the first seven (7) hours worked and at a rate equal to double time ($2x$) for all hours after seven (7) hours or for the second (2^{nd}) consecutive rest day worked.
- 12:03** If a regular employee is required to report to work on a scheduled rest day, such requirement shall constitute a callback. If a regular employee is required to report for work at times other than during his/her regularly scheduled days of rest and if such required hours of work commence after the employee has completed his/her 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 (1^{st}) offered to the capable employee with the most seniority in the department concerned. After first (1^{st}) 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 (1st) 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 twelve [12] 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 sixty (60) days following the end of the bi-weekly period in which the overtime was worked. Where mutual agreement has not been reached within this sixty (60) day period, the Museum will pay out all overtime hours the first (1st) bi-weekly pay period of April for overtime worked the previous April through September and the first (1st) bi-weekly pay period of October for overtime hours worked the previous October through March.
- (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.

Article 13 Vacation

13:01 Employees shall earn vacation leave credits on the following basis:

- (a) employees who have completed less than two (2) years service, one and one-quarter ($1\frac{1}{4}$) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned.
- (b) commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ($1\frac{2}{3}$) working days per complete month 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 vacation year in which nine (9) years of service will be completed, two and one-twelfth ($2\frac{1}{12}$) working days per complete month 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 vacation year in which nineteen (19) years of service will be completed, two and one-half ($2\frac{1}{2}$) days per complete month 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 subsections (a), (b), (c), and (d), employees terminating in their second (2nd) 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 of service and employees terminating in their ninth (9th) 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 of service, and employees terminating in their nineteenth (19th) 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 of service.

- 13:02** A regular employee may take vacation to which he/she is entitled at one (1) or more times during the year subject to the approval of the Museum.
- 13:03** 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.
- 13:04** Regular employees shall be entitled to receive earned vacation pay in immediate advance of taking vacation.
- 13:05** Unless otherwise mutually agreed, in writing, between the employee and the Museum, no employee shall accumulate more than thirty (30) days vacation eligibility.
- 13:06** When a regular employee is absent due to illness or disabilities for which compensation is paid under the Workers Compensation Act, he/she shall continue to earn vacation credits for a period of six (6) months from the date of commencement of his/her illness or disability.
- 13:07** In lieu of vacation time, part-time employees shall receive vacation pay on their regular bi-weekly pay cheque on the following basis:
- (a) six percent (6%) of gross salary during the first-twenty four (24) months of employment.
 - (b) eight percent (8%) of gross salary from the twenty-fifth (25th) month to the one hundred and eighth (108th) month of employment.
 - (c) ten percent (10%) of gross salary during the one hundred and ninth (109th) to the two hundred and twenty-eighth (228th) month of employment.
 - (d) twelve percent (12%) of gross salary during the two hundred and twenty-ninth (229th) month and subsequent months of employment.

- 13:08** (a) At the part-time employee's option the employee 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 pro rated basis as follows:
- (i) six percent (6%) of days worked = three (3) weeks vacation
 - (ii) eight percent (8%) of days worked = four (4) weeks vacation
 - (iii) ten percent (10%) of days worked = five (5) weeks vacation
 - (iv) twelve percent (12%) of days worked = six (6) weeks vacation
- (b) The vacation year shall be April 1 to March 31.

Article 14 Holidays

14:01 Every regular employee shall receive the following paid holidays:

New Year's Day	Louis Riel Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

and such additional day(s) proclaimed Provincial or Federal Holiday(s).

14:02 Where any of the above holidays fall on a regular employee's day off, the employee shall receive the next normal working day(s) as a holiday(s) in lieu thereof.

14:03 A regular employee who is required to work on a holiday, as defined in Article 14:01, shall be compensated at two times (2x) his/her regular hourly rate plus straight time hourly pay. A part-time employee who elects to work on a holiday pursuant to Article 11:12 shall receive as total compensation for working on the holiday two times (2x) his/her regular hourly rate. A part-time employee who is required to work on a holiday as a result of the granting of shift preferences pursuant to Article 11:12 shall be compensated at two times (2x) his/her regular hourly rate plus straight time hourly 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** Any part-time employee not scheduled to work on any of the above holidays shall receive as holiday pay his/her average daily earnings exclusive of overtime for the days on which he/she worked during the thirty (30) calendar days immediately preceding the holiday.
- 14:06** Every regular employee will only be required to work **one-half (½) 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.
- 14:07** Any part-time employee scheduled to work on December 24 shall be compensated at two times (2x) his/her regular hourly rate for hours worked beyond **one-half (½) of the normal working day** on that day.

Article 15 Merit Increase

- 15:01** The parties recognize that an employee's skill and knowledge related to his/her 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 his/her position on his/her anniversary date.
- 15:03** The Museum may withhold an employee's merit increase for reasons of unsatisfactory performance. In this event, the employee shall be advised, in writing, at least ten (10) working days prior to his/her anniversary date and such notice shall give the specific areas of unsatisfactory performance.

- 15:04** (a) 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 his/her 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 his/her employee file that references the assessment of his/her 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 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 his/her own comments in a space provided on the above mentioned report prior to his/her signing. The employee shall have the right to place his/her own comments in respect of disciplinary action on his/her 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 his/her own record.

- 16:05** The Museum agrees that if an employee has not received any of:
- (a) a suspension within two (2) years;
 - (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 two (2) year 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 his/her 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) Grievance 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, Province of Manitoba, 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 his/her 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 sub-paragraph (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 his/her supervisor within five (5) working days of the occurrence or five (5) working days from the date on which he/she first became aware of the actions or circumstances giving rise to the grievance. The employee may, if he/she desires, be accompanied by a Union Representative or a representative of his/her 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 his/her 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 his/her 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 his/her decision within ten (10) working days after completion of the hearing or such further time as the parties may jointly agree upon and his/her 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 his/her 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 (1/2) 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 Questionnaire;

- (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, he/she may meet with the Committee to review the Committee's rationale and to present his/her basis for disagreement within twenty-five (25) working days following receipt of the decision in 19:06 (c).
- 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 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 sixty (60) calendar days of taking over the new duties. If the JIQ is not received within sixty (60) 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 for the employee to complete the JIQ.

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 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 his/her 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 s/he has been or is 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** The Museum shall grant sick leave with pay and benefits to regular employees provided that, if he/she is capable, the regular employee informs his/her supervisor of his/her illness within a reasonable period of time from the time he/she is expected to report for work.
- 21:02** The sick leave for which a regular employee is eligible shall accumulate at the rate of three-quarters ($\frac{3}{4}$) of a day per two (2) week period.
- 21:03** The maximum amount of sick leave which a regular employee may accumulate shall be limited to one hundred and twenty (120) working days.
- 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** A regular employee hired on the first (1st) working day of a pay period shall be eligible for sick leave credits from that date. A regular employee hired on any date other than the first (1st) 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 his/her medical practitioner and the employee's medical practitioner is continuing to periodically monitor the treatment being administered.

- 21:07** If a regular employee is sick while on his/her normal vacation and confined to 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.
- 21:08** When a regular employee is unable to work and is in receipt of Workers Compensation Allowance as a result of an injury in the course of his/her duties, the employee, if he/she so elects, shall be paid an additional amount which, when combined with the compensation allowance, shall ensure maintenance of his/her 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 regular 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 seventeen (17) week 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 seventeen (17) week 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.

21:11 (a) If a part-time employee has accumulated twelve hundred (1,200) hours service on or after October 1, 1987, the employee will immediately thereafter begin to accumulate sick leave credits at the rate of ten and one-half (10½) hours for every one hundred and forty (140) hours accumulated service and be entitled to utilize sick leave pursuant to this Article.

Hours worked before October 1, 1987 shall contribute to the twelve hundred (1,200) hours required to qualify for sick leave credits.

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

(b) The maximum amount of sick leave which a part-time employee may accumulate is two hundred and ten (210) hours.

(c) Notwithstanding anything in this Article to the contrary, part-time employees shall not be entitled to any of the benefits provided in Article 21:10 of this Agreement.

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 Compassionate Leave

23:01 An employee shall be entitled to compassionate 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, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

23:02 An employee shall be entitled to compassionate leave of one (1) working day 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) or dies and it is necessary for the employee to be absent from work to give help or guidance, 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.

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, compassionate 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 24:02 and 24:03 shall not exceed five (5) 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.

Article 25 Parenting and Family Leaves

25:01 These Plans shall be available to all regular and part-time employees of the bargaining unit. An employee who qualifies may apply for leave under Plan A or B but not both.

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 her in the application as the day on which she intends to commence such leave; and
- (c) provide the Director of Human Resources with a certificate of a duly qualified medical practitioner certifying that she is 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 Section :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 Section :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 her in the application as the date on which she intends to commence such leave;
- (c) provide the Director of Human Resources with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) provide the Director of Human Resources with proof that she has applied for, and is in receipt of, employment insurance benefits pursuant to Section 18, Employment Insurance Act.
- (e) An applicant for Maternity Leave under Plan B must sign an agreement with the Museum providing that:
 - (i) she 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 her return to work, and
 - (ii) she will return to work on the date of the expiry of her maternity/parental leave unless this date is modified by the Museum, and
 - (iii) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Museum for the full amount of pay received from the Museum as a maternity allowance during her entire period of maternity leave.

25:05 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.

25:06 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 two (2) weeks an employee shall be paid for up to ten (10) days salary at ninety-three percent (93%) of her 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 her weekly rate of pay;
- (c) 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.

25:07 Plan B does not apply to an employee who has been notified of layoff.

25:08 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 the Plan.

25:09 The provisions of this Article are not intended to replace 55 to 57 of the Employment Standards Code.

25:10 During the period of leave pursuant to this Article, sick leave and vacation benefits will not accrue.

Parental Leave

25:11 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.

25:12 Parental Leave can be taken by either the mother or father, or shared or divided between them, as they deem appropriate.

25:13 The maximum amount of time for Parental Leave is thirty-seven (37) weeks.

25:14 Parental Leave must be started no later than fifty-two (52) weeks after the child arrives or is placed in the home.

25:15 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 she/he intends 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.

25:16 The Director of Human Resources will forward a letter to the employee confirming the dates and conditions of the leave of absence.

25:17 Parental Leave will be in addition to other benefits employees may receive under Article 25.

25:18 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.

25:19 “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”.

25:20 In order to qualify for the supplementary benefit (which benefit shall be identical to the Maternity Leave Plan B benefit set forth in Article 25:06), the employee must also have met the conditions of Articles 25:04 (d) and (e), 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 Employment Insurance (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.

Compassionate Care Leave

25:21 (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) weeks 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 his/her request for such leave.

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 Regular Employees

26:02 In the event that the Museum decides to reduce its work force of regular employees by way of layoff, the Museum undertakes to notify the Union at least one (1) calendar month 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”. The committee shall meet forthwith after the notification required by Article 26:02. As a result of consultation, 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.

26:04 In the event of a layoff, the Museum shall post written notice 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. Posting of such notice shall be deemed adequate notice to all employees to be affected by the layoff whether directly or as a result of subsequent bumping.

26:05 On or before the posting of the notice required in Article 26:04, the Museum shall forward to the Union an outline of all possible bumps which would be acceptable to the Museum. 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 four (4) weeks 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.

26:06 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.

26:07 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 he/she is entitled under this Article rather than accept layoff. The Museum shall post final notice under this Article and forward such notice to the Union within two (2) weeks of receipt of the flow chart from the Union.

26:08 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.

26:09 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 he/she has vacated.

26:10 An employee bumping into a position shall receive the maximum salary of the position or his/her own previous salary, whichever is the lesser.

26:11 An employee who bumps into a lower level position under this Article shall have the right to reinstatement in his/her former position if such becomes available. The position in such cases will not be posted. The employee shall be reinstated at the salary level he/she would have attained if the layoff had

not occurred. Employees on layoff with rights of recall shall have the same rights to reinstatement.

- 26:12** Employees laid off shall be placed on the re-employment list, with a copy furnished to the Union and shall be called back to work as required beginning with the most senior employee and descending from there. Employees shall be called back on the basis of seniority to vacant positions for which they possess the minimum qualifications as set forth in the job description for said position in priority to any bulletining rights under Article 9.
- 26:13** 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 terminate his/her employment.
- 26:14** 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 his/her 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 he/she shall be paid any long service pay to which he/she may be entitled.
- 26:15** 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 no notice from the Museum of layoff.

Part-time Employees

- 26:16** 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 him/her 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 he/she is desirous

of bumping. The employee bumped may, in turn, bump a part-time employee junior to him/her and so on.

- 26:17** 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.
- 26:18** Adequate notice for layoff of part-time employees shall be deemed to occur when notice pursuant to Article 11:11 is posted when such posting results in the deemed layoff required by Article 11:17. 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 11:11.

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 his/her immediate supervisor.
- 28:02** An employee may, with the approval of the Museum, withdraw his/her notice of resignation at any time before his/her resignation becomes effective. In addition, once during their employment with the Museum, an employee may withdraw his/her 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 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	\$7.25
Lunch	\$11.25
Dinner	\$16.25

An employee must receive written approval from his/her supervisor to claim costs of purchased meals over these maximum rates.

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 his/her 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 his/her normal mid-day 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 his/her 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 his/her supervisor.

- 29:04** No employee shall, as a condition of employment, be required to provide or use his/her 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 his/her own vehicle on Employer business, the employee shall be reimbursed at the rate of thirty-eight cents (\$0.38) per kilometre.
- 29:05** The per kilometre allowance will be reviewed on a semi-annual basis effective October 1, 2007 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** 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** If an employee is temporarily appointed to a position in a higher pay group than he/she presently works in, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee's salary 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.

Subsequently, if an employee is temporarily appointed to the same position in a higher pay group than he/she presently works in and provided the employee takes over and continues to perform for five (5) or more consecutive working days the duties, the employee's salary 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.

30:02 If an employee is required by the Employer to take on temporary administrative responsibilities in addition to his/her regular duties, and provided the employee takes over and continues to perform those responsibilities for ten (10) or more consecutive working days, the employee's salary shall be temporarily increased by seven percent (7%) from the date of taking over those responsibilities until the temporary assignment is revoked.

Subsequently, if an employee is required to take on the same temporary administrative responsibilities in addition to his/her regular duties, and provided the employee takes over and continues to perform those responsibilities for five (5) or more consecutive working days, the employee's salary shall be temporarily increased by seven (7) percent from the date of taking over those duties and responsibilities until the temporary assignment is revoked.

30:03 Within the period of time that a regular employee gives notice of his/her 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 request, the Union shall provide, for the information of the Museum, an accurate list of Museum Component Executive members and Stewards.

31:02 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.

31:03 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.

- 31:04** 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.
- 31:05** 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. 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 reimbursement of wages shall not be required for two (2) or fewer employees representing the Union during negotiations.

Article 32 General Provisions

- 32:01** 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 (1st) hire as long as there is no interruption in service.
- 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** Nothing in this Agreement shall be construed as preventing those employees excluded from the terms of this Agreement from belonging to the Union as non-active or affiliate members.
- 32:06** The Museum shall maintain the objectives of the Staff Development Policy, dated April 4, 1979.
- 32:07** No employee shall, as a condition of employment, be required to provide or use his/her own tools, equipment or other personal effects. If by mutual agreement an employee does provide his/her own tools, equipment or other personal effects in the performance of his/her job, he/she 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.
- 32:08** 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.

- 32:09** 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.
- 32:10** **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. Premiums will be prorated in a formula based at point six (.6).**
- 32:11** **Employees eligible for group benefits in accordance with articles 32:03 & 32:10, shall be entitled to an annual (January to December) Health Spending Account. Eligible regular employees shall be entitled to two hundred dollars (\$200.00) per year and eligible permanent part-time employees shall be eligible for one hundred and twenty dollars (\$120.00) per year.**

Article 33 Long Service Pay

- 33:01** An employee who 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) An employee who 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 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 employees who have reached the fifteen (15) week maximum eligibility for long service pay as defined in 33:02 (a), or have had their long service entitlement capped at July 1, 1999 as defined in 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 (1st) 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 prorated 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 full benefits from the Museum's pension plan.

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 \div 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 \div 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 \div 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 his/her employees to agree to terms of conditions of employment.

Article 37 Seniority

- 37:01** For the purpose of this Agreement, seniority shall mean, for regular 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. $9,496 \div 1,820 = 5.22$). 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) laid off for more than one (1) year.
- 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 regular and part-time employees.
- 37:06** Upon request, the Museum shall provide to the Union, four (4) times per year, the regular 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 Video Display Unit

- 38:01** In the event an employee who operates a V.D.T. becomes pregnant, she will have the option during her term of pregnancy of electing one of the following:
- (a) to continue to work on the V.D.T. as normal;
 - (b) refrain from working on the V.D.T. but work elsewhere at the Museum in a comparable available position for which she is qualified and able;
 - (c) place herself on maternity or sick leave during the critical period of pregnancy as determined by a duly qualified medical practitioner. Should an employee opt for maternity leave under these circumstances, her maternity leave benefits in Article 25 will not be diminished.

Article 39 Term Employees

- 39:01** 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.
- 39:02** 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.
- 39:03** 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.

Article 40 Labour/Management Committee

- 40:01** A Labour/Management Committee shall be appointed consisting of two (2) representatives from the Union and two (2) from the Employer. The terms of reference shall be as agreed by the Labour/Management Committee and shall be attached as Appendix "C" for information purposes.

40:02 Employees shall suffer no loss of pay or benefits for attendance at Labour/Management Committee meetings.

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 regular 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 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 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

42:01 The Museum will not contract out work if there are employees at work or on layoff who are able and available to perform the work in question.

Article 43 Discrimination

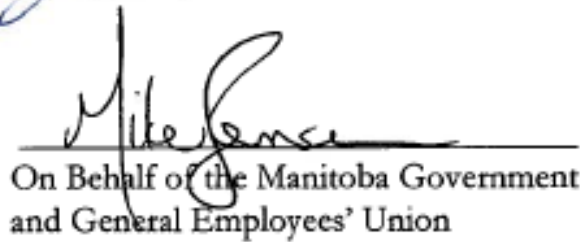
43:01 The Museum and the Union agree that there shall be no discrimination, interference or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

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 race, creed, colour, national origin, political or religious beliefs, age, sex, marital status, sexual orientation, physical or mental disability.

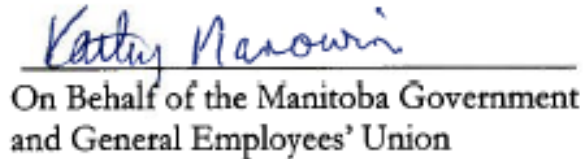
In witness thereof, Sangeet Bhatia, Chairperson, Board of Governors; Claudette Leclerc, Executive Director; and Warren Reeves, Director of Human Resources, hereunto set their hands for, and on behalf of The Manitoba Museum, and Marc Payette, Staff Negotiator of the Manitoba Government and General Employees' Union; President of the Component Local; and Chief Steward of the Component Local, have hereunto set their hands for, and on behalf of the Manitoba Government and General Employees' Union.

Signed this 11th day of February, 2011.


On Behalf of The Manitoba Museum


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of The Manitoba Museum


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of The Manitoba Museum


On Behalf of the 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:

Executive Director

Executive Assistant

Director of Development

Director of Finance and Operations

Director of Research, Collections and Exhibits

Administrative Assistant (Research, Collections & Exhibits)

Director of Marketing, Sales and Programs

Director of Human Resources

Human Resources Officer

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

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

<p>1</p> <p>Data Processor</p>	<p>7</p> <p>A-V Specialist Business Office Manager Carpenter/Cabinetmaker Collections Specialist - Natural History Development and Special Events Manager Exhibit Designer Exhibit Technician Exhibits Manager Gallery Technician IT Systems Administrator Marketing & Sales Representative Museum Programs Developer Museum Programs Developer (BL) Museum Shop Manager Planetarium/Science Gallery Programs Developer Planetarium/Science Gallery Programs Developer (BL) Programs Developer Volunteer Resource Manager</p>
<p>2</p> <p>Guest Services Attendant Museum Shop Attendant Science Gallery Assistant</p>	<p>8</p> <p>Communications and Public Relations Manager Information Services Manager Planetarium/Science Gallery Programs Supervisor Technical Supervisor</p>
<p>3</p> <p>Exhibit Assistant Marketing Assistant Museum Animator Museum Animator (BL) Planetarium/Science Gallery Animator Planetarium/Science Gallery Animator (BL) Receptionist (BL)</p>	<p>9</p> <p>Diorama Artist Manager, Collections & Conservation Manager, Programs Manager, Science Communication & Visitor Experiences</p>
<p>4</p> <p>Business Office Assistant Cataloguer (Human History) Collections Technician (Natural History) Gallery Technician Assistant Guest Services Supervisor Operational Services Assistant</p>	<p>10</p> <p>Curator of Archaeology Curator of Botany Curator of Geology & Paleontology Curator of native Ethnology & HBC Collection Curator of Social History Curator of Zoology Manager, Operational Services</p>
<p>5</p> <p>Conservator Direct Mail & Development Coordinator Membership & Development Coordinator Programs and Reservations Coordinator</p>	
<p>6</p> <p>Collections Assistant - Human History Collections Assistant - Natural History Collections Database Administrator Graphic Designer Mobile Planetarium Astronomer</p>	

Appendix “B” - Pay Grid

April 1, 2010 to March 31, 2011

One-time lump sum 1% payable upon signing of the agreement

	1	2	3	4	5	6	7
1	17,290.00	18,218.20	19,146.40	20,056.40	20,984.60	21,912.80	22,841.00
	9.50	10.01	10.52	11.02	11.53	12.04	12.55
2	17,497.53	18,921.22	20,344.90	21,768.59	23,192.27	24,615.95	26,032.07
	9.62	10.39	11.17	11.96	12.74	13.54	14.31
3	27,072.98	28,155.87	29,282.13	30,453.39	31,671.53	32,938.39	34,255.93
	14.87	15.47	16.10	16.73	17.41	18.09	18.82
4	30,453.39	31,671.53	32,938.39	34,255.93	35,626.17	37,051.21	38,533.24
	16.73	17.41	18.09	18.82	19.57	20.36	21.17
5	34,255.93	35,626.17	37,051.21	38,533.24	40,074.59	41,677.56	43,344.67
	18.82	19.57	20.36	21.17	22.03	22.90	23.80
6	38,533.24	39,689.23	40,879.92	42,106.34	43,369.52	44,670.60	46,010.70
	21.17	21.81	22.47	23.14	23.84	24.55	25.27
7	42,106.34	43,369.52	44,670.60	46,010.70	47,391.01	48,812.76	50,277.13
	23.14	23.84	24.55	25.27	26.03	26.83	27.64
8	46,010.70	47,391.01	48,812.76	50,277.13	51,785.45	53,339.03	54,939.19
	25.27	26.03	26.83	27.64	28.46	29.31	30.19
9	50,277.13	51,785.45	53,339.03	54,939.19	56,587.36	58,284.98	60,033.53
	27.64	28.46	29.31	30.19	31.09	32.02	32.98
10	54,939.19	56,587.36	58,284.98	60,033.53	61,834.53	63,689.58	65,600.26
	30.19	31.09	32.02	32.98	33.98	34.99	36.04

Appendix “B” - Pay Grid

April 1, 2011 to March 31, 2012 - 1%

	1	2	3	4	5	6	7
1	17,462.90	18,400.38	19,337.86	20,256.96	21,194.45	22,131.93	23,069.41
	9.60	10.11	10.63	11.13	11.65	12.16	12.68
2	17,672.51	19,110.43	20,548.35	21,986.28	23,424.19	24,862.11	26,292.39
	9.72	10.49	11.28	12.08	12.87	13.68	14.45
3	27,343.71	28,437.43	29,574.95	30,757.92	31,988.25	33,267.77	34,598.49
	15.02	15.62	16.26	16.90	17.58	18.27	19.01
4	30,757.92	31,988.25	33,267.77	34,598.49	35,982.43	37,421.72	38,918.57
	16.90	17.58	18.27	19.01	19.77	20.56	21.38
5	34,598.49	35,982.43	37,421.72	38,918.57	40,475.34	42,094.34	43,778.12
	19.01	19.77	20.56	21.38	22.25	23.13	24.04
6	38,918.57	40,086.12	41,288.72	42,527.40	43,803.22	45,117.31	46,470.81
	21.38	22.03	22.69	23.37	24.08	24.80	25.52
7	42,527.40	43,803.22	45,117.31	46,470.81	47,864.92	49,300.89	50,779.90
	23.37	24.08	24.80	25.52	26.29	27.10	27.92
8	46,470.81	47,864.92	49,300.89	50,779.90	52,303.30	53,872.42	55,488.58
	25.52	26.29	27.10	27.92	28.74	29.60	30.49
9	50,779.90	52,303.30	53,872.42	55,488.58	57,153.23	58,867.83	60,633.87
	27.92	28.74	29.60	30.49	31.40	32.34	33.31
10	55,488.58	57,153.23	58,867.83	60,633.87	62,452.88	64,326.48	66,256.26
	30.49	31.40	32.34	33.31	34.32	35.34	36.40

Appendix "B" - Pay Grid

April 1, 2012 to March 31, 2013 - 2%

	1	2	3	4	5	6	7
1	17,812.16	18,768.39	19,724.62	20,662.10	21,618.33	22,574.57	23,530.80
	9.79	10.31	10.84	11.35	11.88	12.40	12.93
2	18,025.96	19,492.64	20,959.32	22,426.00	23,892.68	25,359.35	26,818.24
	9.91	10.70	11.51	12.32	13.12	13.95	14.74
3	27,890.58	29,006.18	30,166.45	31,373.08	32,628.01	33,933.13	35,290.46
	15.32	15.94	16.59	17.24	17.94	18.64	19.39
4	31,373.08	32,628.01	33,933.13	35,290.46	36,702.08	38,170.16	39,696.94
	17.24	17.94	18.64	19.39	20.16	20.97	21.81
5	35,290.46	36,702.08	38,170.16	39,696.94	41,284.84	42,936.22	44,653.68
	19.39	20.16	20.97	21.81	22.70	23.59	24.52
6	39,696.94	40,887.84	42,114.49	43,377.95	44,679.28	46,019.65	47,400.22
	21.81	22.47	23.15	23.84	24.56	25.29	26.03
7	43,377.95	44,679.28	46,019.65	47,400.22	48,822.22	50,286.91	51,795.50
	23.84	24.56	25.29	26.03	26.82	27.64	28.47
8	47,400.22	48,822.22	50,286.91	51,795.50	53,349.37	54,949.87	56,598.35
	26.03	26.82	27.64	28.47	29.32	30.20	31.10
9	51,795.50	53,349.37	54,949.87	56,598.35	58,296.30	60,045.19	61,846.54
	28.47	29.32	30.20	31.10	32.03	32.99	33.98
10	56,598.35	58,296.30	60,045.19	61,846.54	63,701.93	65,613.01	67,581.39
	31.10	32.03	32.99	33.98	35.01	36.05	37.13

Appendix "B" - Pay Grid

April 1, 2013 to March 31, 2014 - 2.5%

	1	2	3	4	5	6	7
1	18,257.46	19,237.60	20,217.74	21,178.66	22,158.79	23,138.93	24,119.07
	10.03	10.57	11.11	11.64	12.18	12.71	13.25
2	18,476.60	19,979.96	21,483.30	22,986.65	24,489.99	25,993.34	27,488.69
	10.16	10.97	11.80	12.63	13.45	14.30	15.11
3	28,587.85	29,731.33	30,920.61	32,157.41	33,443.71	34,781.46	36,172.72
	15.70	16.34	17.00	17.67	18.38	19.10	19.87
4	32,157.41	33,443.71	34,781.46	36,172.72	37,619.63	39,124.41	40,689.37
	17.67	18.38	19.10	19.87	20.67	21.50	22.35
5	36,172.72	37,619.63	39,124.41	40,689.37	42,316.96	44,009.63	45,770.02
	19.87	20.67	21.50	22.35	23.26	24.18	25.13
6	40,689.37	41,910.04	43,167.36	44,462.40	45,796.26	47,170.14	48,585.23
	22.35	23.03	23.73	24.43	25.17	25.92	26.68
7	44,462.40	45,796.26	47,170.14	48,585.23	50,042.77	51,544.08	53,090.39
	24.43	25.17	25.92	26.68	27.49	28.33	29.19
8	48,585.23	50,042.77	51,544.08	53,090.39	54,683.10	56,323.62	58,013.31
	26.68	27.49	28.33	29.19	30.05	30.95	31.88
9	53,090.39	54,683.10	56,323.62	58,013.31	59,753.71	61,546.32	63,392.71
	29.19	30.05	30.95	31.88	32.83	33.81	34.83
10	58,013.31	59,753.71	61,546.32	63,392.71	65,294.48	67,253.33	69,270.92
	31.88	32.83	33.81	34.83	35.88	36.95	38.06

Appendix “C” - 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 Executive Director.
- 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 (3) months.
- A quorum, of all four (4) 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 Executive Director 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.