

Collective Agreement

between

The Winnipeg Art Gallery
and

Manitoba Government and General Employees' Union

October 1, 2009 to October 31, 2013

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This Agreement is made and entered into this 19th day of March, 2010.
between

between

The Winnipeg Art Gallery

(hereinafter referred to as the "Employer")

and

The Manitoba Government and General Employees' Union,

(hereinafter referred to as the "Union")

Eleventh Agreement

Preamble

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

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

WHEREAS it is in the public interest to further harmonious relations between the Employer and its employees through the process of collective bargaining with respect to all aspects of employment including compensation, working conditions, job security, health and welfare and employee development, and

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

Definitions

In this Agreement:

“Agreement” shall mean this Collective Agreement

“Days” shall mean calendar days unless otherwise noted.

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

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

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

“Work week” shall mean Sunday to Saturday.

“Casual Employee” shall mean an employee who works an irregular schedule and who is not guaranteed a minimum number of hours per week. The terms of this agreement shall not apply to casual employees except:

- (a) Casual employees shall receive vacation pay semi-monthly at the rate of four percent of the regular hours worked in a semi-monthly pay period.
- (b) Casual employees are paid in accordance with the salaries/wages specified in Schedule “B”. Increments will be earned in accordance with the number of hours worked.
- (c) Casual employees required to work on a holiday as defined in Article 19:01 shall be paid at the rate of time and one-half (1½ x) their basic rate of pay.
- (d) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 18:02.

- (e) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4. In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (f) Article 12 of this Agreement applies only with respect to the terms of this definition.
- (g) Jobs defined as being filled by casual employees are:
 Studio Programs Receptionist
 Audio Visual Technician
 and any other "on call" jobs

Article 1 Union Recognition

- 1:01** The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees covered under Manitoba Labour Board Certificate No. MLB-4909.

Article 2 Management Rights and Rules

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

Article 3 Access to Employees' Records

- 3:01** An employee in the bargaining unit shall, upon providing the Manager, Human Resources with one day's written notice, have access to his/her employee file. The employee shall have the right to append his/her written comments.
- 3:02** 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.

Article 4 Union Security

- 4:01** The Employer shall check off Union dues from the monthly wages of all employees covered under Manitoba Labour Board Certificate No. MLB-4909 and this amount shall be forwarded by the Employer to the Union on a monthly basis.

Article 5 Union Rights and Union Activity

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

Article 6 Non-Discrimination

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

Article 7 Probation

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

Article 8 Seniority

8:01 Seniority is defined as the length of service in the bargaining unit, including service prior to certification, and shall be applied on a bargaining unit wide basis.

8:02 The Employer shall maintain one seniority list for all employees showing their total hours of work in the bargaining unit since their service commenced with the Gallery. This list shall be updated in January and July of each year, at which time a copy of the seniority list shall be posted on non-public bulletin boards on the Employer's premises and a copy shall be provided to a local table officer.

8:03 An employee shall lose his/her seniority and all rights to employment shall cease in the following circumstances:

- (a) if he/she is discharged for just cause and is not reinstated.
- (b) if he/she resigns voluntarily.
- (c) if he/she is laid off for a period in excess of twelve (12) months.
- (d) if, following layoff, he/she fails to return to work within ten (10) working days after receiving notice to do so. The employee shall keep the Employer informed of his/her current address. The employee shall be deemed to have received notice to return to work two (2) working days after the Employer sends him/her such notice by registered mail.
- (e) if he/she elects to receive severance pay under Article 10:06.

8:04 An employee shall not accumulate seniority in the following circumstances:

- (a) when on a leave of absence without pay in excess of four (4) consecutive weeks.
- (b) when on a layoff.
- (c) when on a sick leave which is not covered by this Agreement or by Workers Compensation.
- (d) when suspended without reinstatement.
- (e) when on long-term disability.

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

Article 9 Vacancies, Job Posting, Promotions and Transfers

- 9:01** (a) Where a job vacancy occurs that is to be filled or a new job is created, notice shall be posted on all bulletin boards for a minimum period of five (5) working days. The notice shall set out a job description, qualifications required by the job, classification and wage scale.
- (b) There shall be no external advertising undertaken for vacant bargaining unit positions until after the notice closing date. This provision does not apply to part-time positions listed in Classification 1 of Schedule "B".
- (c) In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded to the senior applicant at the time of posting, provided he/she has a satisfactory work record and he/she meets the qualifications for the job and is able to perform the job.
- 9:02** Ability to do the job means ability to perform the requirements of the job following a sixty (60) working day (four-hundred twenty [420] working hours) familiarization or trial period. In the event the employee is not able to or does not wish to complete the sixty (60) working day (four-hundred twenty [420] working hours) familiarization or trial period, or cannot satisfactorily perform the job following the familiarization or trial period, he/she shall be returned to the former position he/she occupied, or a similar position if the original position is no longer available, wage or salary rate without loss of seniority; and any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to the former position he/she occupied, or a similar position if the original position is no longer available, wage or salary rate without loss of seniority.
- 9:03** No employee shall be transferred to another position within the bargaining unit without the consent of the employee. If an employee is transferred to another position, he/she shall have the right to return to the former position he/she occupied, or a similar position if the original position is no longer available, within sixty (60) working days (four-hundred twenty [420] working hours), and any other employee affected by the transfer shall be returned to the former position he/she occupied, or a similar position if the original position is no longer available, wage or salary rate, without loss of seniority.
- 9:04** **Merit increases** shall be granted in recognition of satisfactory service on the first day of the month nearest the employee's anniversary date or, in the case of part-time employees, on completion of one thousand eight hundred twenty (1820) working hours.

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

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

Article 10 Layoff/Reduction In Hours and Recall

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

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

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

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

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

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

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

Article 11 Job Descriptions and Job Classifications

- 11:01** When the Employer establishes a new position, or substantially changes the duties and responsibilities of an existing position, the Employer shall provide the Union and the affected employee with a job description for the new or altered position.
- 11:02** To determine the appropriate **classification** where an employee or Manager is of the opinion that the duties and responsibilities of a job have changed to the extent that a reclassification of the position may be warranted, the following procedures shall apply:
- (a) The employee or Manager concerned shall submit a completed Job Information Questionnaire to the Manager, Human Resources.
 - (b) Upon receipt of the Questionnaire, the Manager, Human Resources shall convene a meeting of the Classification Committee to review the Questionnaire. Where applicable, the employee concerned and/or the employee's Manager may be in attendance at such a meeting.
 - (c) The Manager, Human Resources, within twenty-five (25) working days following receipt of the Job Information Questionnaire, shall render the Committee's decision to the Labour/Management Committee, who will in turn inform the employee/Manager.
 - (d) Time limits may be extended by mutual written agreement.
- 11:03** The Classification Committee shall consist of no more than six (6) representatives, at least one-half ($\frac{1}{2}$) of which shall be representatives from the Union. A quorum shall be two (2) representatives from the Union and two (2) representatives of the Employer. The President of the Union or designate and the Manager, Human Resources shall be members of this Committee and shall chair the Committee meetings on a rotating basis. The Committee shall be constituted through the Labour/Management Committee.
- 11:04** Where the Classification Committee cannot reach consensus following reasonable discussion, a consultant who is conversant in the process of job evaluation will meet with the Committee to resolve the issue. Any fees charged by the consultant will be borne equally by both parties. The resolution at this stage is final and is not arbitrable.
- 11:05** Where an employee 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 to the Committee. Such basis shall be provided to the Committee in writing.

- 11:06** Where the Classification Committee and the employee reach an impasse following reasonable discussion, a consultant who is conversant in the process of job evaluation will meet with the Committee and the employee concerned to resolve the issue. If consensus cannot be reached by the Committee and the employee concerned at this stage, the consultant will make the decision. Any fees charged by the consultant will be borne equally by both parties. The resolution at this stage is final and is not arbitrable.
- 11:07** Consultants referred to in 11:04 and 11:06 shall be selected by mutual agreement between the Union and the Employer.

Article 12 Grievance Procedure

- 12:01** Any grievance concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be initiated within ten (10) working days of the employee becoming aware of the occurrence in the following manner:
- (a) Prior to the submission of a written grievance, employees are encouraged to discuss the matter with the person who made the decision. A Union representative may provide the employee with assistance at this stage should the employee so desire.
 - (b) Step 1
The employee concerned or the Union's grievance representative may submit a grievance in writing to the appropriate department Manager who shall reply in writing within five (5) working days after receipt of the grievance.
 - (c) Step 2
Failing a settlement at Step 1, the employee or the Union's grievance representative may, within five (5) working days, submit the grievance in writing to the Director who shall render his/her decision in writing within five (5) working days after receipt of the grievance.
 - (d) Step 3
Failing satisfactory settlement at Step 2, the employee or the Union's grievance representative may refer the grievance to arbitration within thirty (30) working days of the Director's decision.
- 12:02** Grievances under Article 9 **and Article 18:04** shall be commenced at Step 2 of the grievance procedure within four (4) **working** days of the employee being notified of the Employer's decision.

Article 13 Arbitration

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

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

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

- (a) the arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it;
- (b) the decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairperson governs;
- (c) each of the parties shall pay one-half of the remuneration and expenses of the chairperson of the board;
- (d) the board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;
- (e) the board shall not have the power to alter or amend any of the provisions of this agreement;
- (f) the parties and the arbitrators shall, after notice to the Employer, have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance;
- (g) the board shall have jurisdiction to determine whether a grievance is arbitrable;
- (h) the board shall determine the real issue in dispute according to the merits and shall make whatever disposition it deems just and equitable.

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

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

Article 14 Discharge and Discipline

14:01 No employee except for those on probation shall be disciplined or discharged without just cause.

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

Where a written record of the meeting is to be placed on the employee's file, the employee shall be so advised. The employee shall sign a copy of the written record, indicating that he/she has read the notice, and shall retain a copy. The Union shall receive a copy of any such notice. The copy signed by the employee shall be placed on his/her employee file. The employee may respond to the record and shall have this response placed on his/her employee file.

14:03 Where disciplinary action is to be taken, the employee shall be so advised in writing. The employee shall sign a copy of the written notice, indicating that he/she has read the notice, and shall retain a copy. The copy signed by the employee shall be placed on his/her employee file. The Union shall receive a copy of any such notice. The employee may respond to the notice and shall have this response placed on his/her employee file.

14:04 The record of any disciplinary action shall not be referred to or used against the employee in any arbitration proceedings at any time after three (3) years of nondisciplinary service after such action.

14:05 An employee, whose employment is terminated, is entitled to notice of one week for each twelve (12) months worked or payment in lieu thereof (minimum two weeks), except in the case of voluntary resignation or dismissal for just cause. Payment shall be made as agreed upon between the employee and Employer, upon receipt by the Employer of a signed release. An employee who has received severance pay and who is re-hired shall not be required to return any portion of such pay to the Employer in the event he/she subsequently returns to work for the Employer, but shall have his/her seniority cancelled.

Article 15 Labour/Management Committee

15:01 A Labour/Management Committee shall be appointed consisting of two (2) representatives from the Union and two (2) representatives from the Employer. The Committee shall meet at the request of either party for the purpose of discussing all matters of mutual concern. The Committee may make recommendations to the Union and to the Employer. Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.

Article 16 Acting Pay

16:01 Where an employee is temporarily assigned to a higher paid position or is assigned the duties and responsibilities from a higher paid position for five (5) or more consecutive working days, the employee's salary shall be adjusted from the date of taking over the position, by at least four percent (4%), or to the starting rate of the position that the employee is assigned, whichever is the greater.

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

16:02 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 Employer shall ensure that the employees of that department will be advised where the duties and responsibilities of the vacant position shall be allocated until the position is filled.

Article 17 Hours of Work

17:01 Full-time employees shall work seven (7) hours per work day exclusive of meal periods and thirty-five (35) hours per work week. Alterations to the foregoing shall only be by written mutual consent of both the parties to this Agreement. There shall be two (2) paid rest periods of fifteen (15) consecutive minutes each.

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

17:02 A part-time employee shall be an employee who is scheduled to work and be paid for a predetermined number of hours which are less than 1,820 per year. Weekly/daily hours may vary throughout the year, based on requirements, and the Employer will provide the employee with a schedule of their hours at least one week in advance of the hours being worked.

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

17:03 Part-time/casual employees shall receive one fifteen (15) minute rest period for **every three (3)** hours worked.

17:04 Within each job the Employer shall grant preference for shift scheduling on the basis of seniority.

Article 18 Overtime and Premium Pay

- 18:01** Overtime work shall be offered on the basis of seniority to those employees who normally perform the work.
- 18:02** All time worked in excess of seven (7) hours in one day and thirty-five (35) hours in one week shall be considered overtime. Overtime shall be compensated at time and one-half (1 ½ x) for all hours worked.
- 18:03** A full-time employee who is not at work and who is called in to work outside his/her regularly scheduled hours or is scheduled to work overtime, shall be paid a minimum of three (3) hours pay at the applicable overtime rate. For purposes of clarity, this shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift or to employees who work at a time immediately following their normal shift.
- 18:04** With the agreement of the employee and Employer, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee time off in lieu thereof at the applicable equivalent overtime rate.
- 18:05** Wherever possible, all overtime must be authorized in writing in advance by the appropriate department Manager except in emergency situations involving risk or potential damage to the assets of the Gallery.
- 18:06** Where an employee has elected compensation in time for overtime worked, compensatory time earned must be taken within 60 days. Should an employee not use the compensatory time earned within 60 days, the employee shall be compensated in money. This time frame may be extended by a further 60 days by mutual agreement between the employee and the department Manager.
- 18:07** Calls Outside of Regular Business Hours

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

- (a) A call list will be established in each department where it is warranted.
- (b) An employee called at home and who is able to respond to the problem by telephone shall be paid one (1) hours pay at regular rates for each call except for subsequent calls which are for the same problem.
- (c) If the employee is eventually required to come to work with respect to a problem on which he/she has given advice, he/she will not be entitled to pay for the calls on which advice was given. He/she shall be paid a minimum of three (3) hours pay at the applicable overtime rate as set out in Article 18:03.
- (d) The employee so called will be expected to exercise good judgement in determining whether he/she is required to report to work to resolve the problem or whether the problem can be resolved by telephone.

Article 19 Holidays and Holiday Pay

19:01 The Employer agrees to grant the following paid holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday (first Monday in August)
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Eve Day
Christmas Day	Boxing Day

Louis Riel Day

Any other holiday proclaimed by federal or provincial statute.

19:02 Employees shall receive one (1) day's pay for each holiday. An employee who works on a holiday shall be paid, in addition to the day's pay, at a rate of time and one-half (1 ½ x) his/her regular rate of pay or another day off with pay at a time mutually agreed upon between the Employer and the employee.

Article 20 Vacations and Vacation Pay

20:01 The vacation year shall be from the 1st day of April in the one calendar year to the 31st day of March in the next calendar year.

20:02 An employee who has completed less than one (1) year of continuous employment as of March 31st will be granted vacation in the new vacation year based on a pro-rata basis in accordance with the formula used for part-time employees in 20:04.

20:03 Annual vacation entitlement is earned during one fiscal year, to be taken in the next fiscal year, in accordance with an employee's years of continuous employment, as follows:

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

20:04 Part-time employees shall earn vacation on a pro-rata basis in accordance with the following formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

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

20:05 Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

20:06 Preference in scheduling of vacations shall be based on seniority. An employee shall receive an unbroken period of vacation unless otherwise mutually agreed upon by the employee and the Employer.

Article 21 Leave of Absence

21:01 (a) An employee shall be granted four (4) regularly scheduled consecutive days leave without loss of pay and benefits, in the case of the death of a parent, wife, husband, same sex partner, child, brother, sister, sister's husband, brother's wife, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandchild, step children, step parents, latest foster parents, former legal guardian, fiancé and any other relative who was residing in the same household at the time of his/her death.

(b) Compassionate leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the employee is required to attend a funeral more than two hundred and fifty (250) kilometres from Winnipeg, or may be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250) kilometres from Winnipeg.

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

21:02 In the event that a close relative or close friend of an employee becomes ill and it is necessary for the employee to be absent from work to give help or guidance, the Employer shall grant such leave of absence with pay as is reasonably necessary. Such leave shall be charged against the employee's accumulated sick leave credits.

21:03 An employee shall, upon request, be granted leave, without loss of pay or benefits, in the event that a child **or parent** becomes ill and it is necessary for the employee to be absent from work to give care. Such leave of absence shall be designated family leave of which an employee shall be entitled to five (5) days per fiscal year, non-cumulative. Any subsequent leave shall be charged against the employee's sick leave credits.

21:04 Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - (2) the family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or a spouse or common-law partner of the parent.
 - (iv) or any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this Section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

- (g) Seniority shall accrue as per Article 8.
- (h) Where applicable, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 21:01.

21:05 An employee may, upon written request, be granted a leave of absence without pay and benefits, for a specific period of up to one (1) year for job related reasons. By mutual agreement, such leave may be extended. An employee granted such a leave of absence shall be returned to the position occupied prior to the leave, or a similar position if the original position is no longer available, with previous seniority maintained, and at the prevailing rate of pay when the leave commenced subject to general increases as negotiated. This clause shall only apply to employees who have been employed for three (3) full calendar years or more with the Employer.

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

21:06 An employee who has been granted a leave of absence may, for a period of up to six (6) months in duration, elect to continue coverage under the health and welfare benefit plan, as outlined in Schedule "A-2" of this Agreement. Should the employee opt for this election, the employee will be totally responsible to the Gallery for the cost of his/her benefit premiums during the leave.

21:07 An employee's sick leave credits, as set out under Article 22, will not be reduced to less than twelve (12) days per year as a result of the application of Articles 21:02 and 21:03. Should an employee's sick leave credits be reduced below twelve (12) days, the Employer shall advance sick leave credits for purposes pursuant to 21:02 and 21:03.

Article 22 Sick Leave

22:01 A full-time employee shall accumulate sick leave credits at the rate of one and one-half (1½) working days per month of service to a maximum of one hundred and twenty (120) working days.

22:02 The Employer may request that the employee provide a medical certificate from his/her attending physician after three (3) continuous sick leave days have been taken.

- 22:03** If an employee is sick while on his/her normal vacation for a period of five (5) or more consecutive working days, on written confirmation of the attending physician and provided the employee notifies the Employer, the Employer shall allow the period of sickness to be charged to any existing unused sick leave credits. Extension of the approved vacation period, to compensate for the sick time, is at the discretion of the Employer.
- 22:04** Credit is not given for any unused portion of sick leave upon termination, resignation or layoff.
- 22:05** The provisions of this Article apply to part-time employees on a pro-rata basis.

Article 23 Maternity Leave

- 23:01** In order to qualify, a pregnant employee must:
- (a) have completed seven (7) continuous months of employment for or with the Employer.
 - (b) submit to the Manager, Human Resources an application in writing for leave 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 Manager, Human Resources with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 23:02** An employee who qualifies is entitled to and shall be granted maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 23:01 (c),
or
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 23:01 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
 - (c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.

- 23:03** In cases of pregnancy, an employee who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to the Employment Insurance Act (1996), shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. The allowance paid shall be the difference between the E.I. benefits, and any other earnings, and ninety-three percent (93%) of the employee's weekly earnings, for a fifteen (15) week period. The employee will continue to receive full accumulation of seniority. The Gallery benefits will remain in effect for the seventeen (17) week period of maternity leave. This leave may be extended by mutual agreement and such leave granted shall be considered a leave of absence.
- 23:04** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) working days of her accumulated sick leave against the Employment Insurance waiting period.
- 23:05** Upon request, a male employee shall be granted leave up to a maximum of ten (10) days of his accumulated sick leave for needs directly related to the birth of his child. These days shall be consecutive. Should an employee request and be granted such leave, he shall not be entitled to a further ten (10) days of sick leave pursuant to Article 23:04.
- 23:06** An employee who applies for and is granted maternity leave in accordance with this Article will be required to return to work at the Gallery for a minimum of fifteen (15) weeks following the leave. Should the employee fail to return to work following the leave, she will be required to reimburse the Gallery for the amount of the maternity leave allowance referenced in 23:03.

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

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

- 23:07** An employee who has been granted maternity leave shall be placed in her former position when she returns to work, unless otherwise mutually agreed. In the event that the employee's former position is deleted while she is on leave, the employee shall be notified immediately and shall be entitled to all rights and benefits provided in this Agreement as if she were at work.

Article 24 Adoptive Leave

- 24:01** In order to qualify for Adoptive Leave, in the case of adoption of a child less than seven (7) years old, or an individual under mental or physical disability, an employee must:

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

24:02 An employee who qualifies is entitled to and shall be granted adoptive leave for a period not exceeding seventeen (17) weeks. The employee may elect to commence the adoptive leave:

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

24:03 In cases of an adoption, an employee who has complied with the provisions of Article 24:01 and provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance benefits pursuant to the Employment Insurance Act (1996), shall be paid an adoptive leave allowance in accordance with the Supplementary Employment Benefit Plan. The allowance paid shall be the difference between the E.I. benefits, and any other earnings, and ninety-three percent (93%) of the employee's weekly earnings, for a fifteen (15) week period. The employee will continue to receive full accumulation of seniority. Gallery benefits will remain in effect for the seventeen (17) week period of adoptive leave. This leave may be extended by mutual agreement and such leave granted shall be considered a leave of absence.

24:04 An employee who has been granted adoptive leave shall be permitted to apply up to a maximum of ten (10) days of his/her accumulated sick leave against the Employment Insurance waiting period.

24:05 An employee who applies for and is granted adoptive leave in accordance with this Article will be required to return to work at the Gallery for a minimum of fifteen (15) weeks following the leave. Should the employee fail to return to work following the leave, he/she will be required to reimburse the Gallery for the amount of the adoptive leave allowance referenced in 24:03.

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

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

- 24:06** An employee who is granted adoptive leave shall be placed in his/her former position when he/she returns to work, unless otherwise mutually agreed. In the event that the employee's former position is deleted while he/she is on leave, the employee shall be notified immediately and shall be entitled to all rights and benefits provided in this Agreement as if he/she were at work.

Article 25 Parental Leave

- 25:01** In order to qualify for parental leave an employee must:
- (a) have completed seven (7) continuous months of employment, and
 - (b) be the natural mother of a child; or
 - (c) be the natural father of a child, or he must assume actual care and custody of his newborn child; or
 - (d) adopt a child under the law of a province.
- 25:02** An employee who qualifies under 25:01 above, shall provide an application in writing for parental leave, specifying the date upon which the employee will commence the leave. Such an application shall be provided at least four (4) weeks in advance of that date.
- 25:03** The employee shall be granted parental leave without pay for a continuous period of up to thirty-seven (37) weeks. The employee will continue to receive full accumulation of seniority.
- 25:04** In the event the employee is using only parental leave and has applied for Employment Insurance benefits for parental leave, the employee shall be entitled to use ten (10) days of his/her sick leave credits to be applied against the Employment Insurance waiting period. When an employee requests ten (10) days of sick leave to be applied against the E.I. waiting period, the Employer may request proof that such a waiting period applies. Further, when an employee requests and is granted ten (10) days of sick leave for this purpose, such employee will not be entitled to a further ten (10) days of sick leave pursuant to Article 23:05.
- 25:05** Subject to 25:06 below, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 25:06** Unless otherwise approved by the Employer, an employee who takes parental leave in addition to maternity leave must commence the parental leave immediately following the expiry of the maternity leave without a return to work.

- 25:07** An employee who has been granted parental leave shall be placed in his/her former position when he/she returns to work, unless otherwise mutually agreed. In the event that the employee's former position is deleted while he/she is on leave, the employee shall be notified immediately and shall be entitled to all rights and benefits provided in this Agreement as if he/she were at work.

Article 26 Health and Welfare Benefits Plan

- 26:01** The Employer shall continue the plans set out in Schedule "A" which shall form part of this Agreement and shall not be changed without the agreement of the Union.

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

- 26:02** Effective July 16, 1991, the Employer shall pay the full monthly premium of the Gallery Dental Plan for all eligible bargaining unit employees. The benefit coverage under the Gallery Dental Plan shall be equivalent to the plan in effect between the Province of Manitoba and the Manitoba Government and General Employees' Union as of the date of the signing of this Agreement.
- 26:03** The Employer will provide employees with an Employee Assistance Program. All costs will be borne by the Employer.

Article 27 Health and Safety

- 27:01** Where the nature of the work or working conditions so require, the Employer shall supply employees with all tools or safety equipment necessary to carry out the work. Employees shall use or wear such tools or equipment at the direction of the Employer. The Employer shall maintain or replace tools/equipment where necessary, due to normal wear or tear.
- 27:02** The Labour/Management Committee shall have full access to accident reports and other non-confidential health records in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board of Manitoba and the government or its agencies.

Article 28 Technological Change

- 28:01** It is agreed that the provisions of the Labour Relations Act pertaining to Technological Change shall be deemed to be included under the terms of this Agreement.

Article 29 Wages

29:01 The Employer shall pay salaries and wages as set out in Schedule "B" attached hereto and forming part of this Agreement. Each employee shall be provided semi-monthly with an itemized statement of his/her wages, overtime and other supplementary pay and deductions. Salaries and wages shall be paid by direct deposit on the 15th and last working day of each month, or the last working day immediately prior where the 15th or last working day of the month falls on a weekend or holiday.

Article 30 Term Employees

30:01 Term employees whose employment exceeds a period of ninety (90) working days (six-hundred thirty [630] working hours) shall be subject to the terms and conditions of the Agreement, with the exception of Article 26 referencing membership in group benefit/pension plans. Where the term of employment terminates at the end of a specified term or the completion of a specific job:

- (a) the Employer shall not be required to give any notice or payment in lieu thereof;
- (b) the employee shall not be required to give any notice of resignation;
- (c) the employee shall not be entitled to bumping rights or right to recall under Articles 8 and 10 herein.

30:02 Employees whose employment period does not exceed a period of ninety (90) working days (six-hundred thirty [630] working hours) shall not be subject to the terms and conditions of the Agreement. The Employer will not artificially hire and rehire for the purposes of the extension of this type of employment.

30:03 Employees under student employment grants or similar programs are not subject to a pay schedule under the terms of the Agreement.

Article 31 Video Display Terminals

31:01 A VDT Operator who is required to work at a Video Display Terminal (VDT) for twenty-five percent (25%) or more of the normal work week shall have his/her eyes examined by a Ophthalmologist prior to beginning work on a VDT/CDT and once per year thereafter. The Ophthalmologist shall be selected by the employee, provided the choice is acceptable to the Employer. The Employer shall pay the costs of such examination or test where not covered by a medical plan.

Article 32 Duration and Retroactivity

32:01 (a) This Agreement shall be in full force from September 30 , 2009 until October 1, 2013..

- (b) The provisions of the Agreement shall continue in effect following the expiry date until replaced by a new agreement or until the declaration of a strike or lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least fourteen (14) days written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least fourteen (14) days written notice as to the intended time and date of a lockout.

32:02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) days and not less than thirty (30) days prior to the date of termination. Within thirty (30) days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

32:03 This Agreement may be amended during its term by mutual agreement.

32:04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

Article 33 Court Leave

33:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all witness fees received by the employee shall be remitted to the Employer.

Article 34 Contracting Out

34:01 The Employer agrees not to contract out work performed by the bargaining unit that would result in a reduction of hours of work or the layoff of members of the bargaining unit.

Article 35 Respectful Workplace

35:01 The parties agree that all employees are entitled to a respectful and safe workplace which is free from discrimination, harassment and violence.

The Employer will develop a respectful workplace policy and protocol to be included in the Gallery's policy manual.

Schedule "A"

1. The Winnipeg Art Gallery Retirement Plan (**Manulife Policy No. 10002057**).
 2. Great West Life Group Term Insurance, Group Health Insurance, Group Long Term Disability Insurance, Group Dental Insurance, Group Vision Care Insurance (Policy No. 23841).
- Certified copies of the above are filed with the Union and the Employer.

Schedule "B"

Effective October 1, 2009 to September 30, 2010

<u>Class.</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	Front Desk Receptionist	19,747	21,403	23,059	24,716	26,354	28,046
	Gallery Shoppes Sales	10.85	11.76	12.67	13.58	14.48	15.41
	Studio Programs Receptionist						
2	<i>No Classifications</i>	23,988	25,189	26,372	27,573	28,792	29,994
		13.18	13.84	14.49	15.15	15.82	16.48
3	Library Clerk	25,680	26,972	28,246	29,520	30,831	32,105
	Collections Management Assistant	14.11	14.82	15.52	16.22	16.94	17.64
	Volunteer Committee Secretary						
	Switchboard Receptionist						
4	Gallery Technician, Installations	27,464	28,829	30,230	31,613	32,960	34,343
	Art Rental & Sales Asst./Sec.	15.09	15.84	16.61	17.37	18.11	18.87
	Audio Visual Technician						
	Network Administrator						
	School Programs Facilitator						
5	Curatorial Secretary	29,411	30,867	32,341	33,797	35,290	36,764
	Gallery Technician, Vaults/Matting & Framing	16.16	16.96	17.77	18.57	19.39	20.20
	Interpretive Serv. Secretary/Rentals Asst.						
	School Programs Assistant						
	Senior Gallery Shoppes Sales						
	Studio Programs Assistant						
	Studio Programs Technician						

<u>Class.</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
6	Maintenance Foreman	31,741	33,342	34,908	36,527	38,093	39,694
	Marketing & Communic.. Coordinator	17.44	18.32	19.18	20.07	20.93	21.81
	Membership/Development Assistant						
	Lead Audio Visual Technician						
	Accounting Clerk						
7	Extension Services Coordinator	34,307	36,000	37,729	39,439	41,150	42,879
	Head, Production & Storage	18.85	19.78	20.73	21.67	22.61	23.56
	Lead Technician, Installations						
8	Head Designer	37,729	39,603	41,496	43,371	45,263	47,138
	Intermedia Programs Coordinator	20.73	21.76	22.80	23.83	24.87	25.90
	Photographer						
	Publicist/Events Coordinator						
	Registrar						
	Collections Manager						
	Assistant Engineer						
Youth Programs Coordinator							
9	Associate Curator/Educator	41,878	43,953	46,046	48,139	50,250	52,307
	Chief Engineer	23.01	24.15	25.30	26.45	27.61	28.74
	Exhibition Designer/Head, Installations						
	Librarian						
	Paper Conservator						
10	Art Educator	47,302	49,650	52,034	54,400	56,766	59,205
	Curator	25.99	27.28	28.59	29.89	31.19	32.53
	Head Conservator						

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

Schedule "B"

Effective October 1, 2010 to September 30, 2011

<u>Class.</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	Front Desk Receptionist	20,038	21,731	23,405	25,080	26,754	28,465
	Gallery Shoppes Sales	11.01	11.94	12.86	13.78	14.70	15.64
	Studio Programs Receptionist						
2	<i>No Classifications</i>	24,352	25,571	26,772	27,992	29,229	30,449
		13.38	14.05	14.71	15.38	16.06	16.73
3	Library Clerk	26,062	27,373	28,665	29,957	31,286	32,578
	Collections Management Assistant	14.32	15.04	15.75	16.46	17.19	17.90
	Volunteer Committee Secretary						
	Switchboard Receptionist						
4	Gallery Technician, Installations	27,882	29,266	30,685	32,087	33,452	34,853
	Art Rental & Sales Asst./Sec.	15.32	16.08	16.86	17.63	18.38	19.15
	Audio Visual Technician						
	Network Administrator						
	School Programs Facilitator						
5	Curatorial Secretary	29,848	31,322	32,833	34,307	35,818	37,310
	Gallery Technician, Vaults/Matting & Framing	16.40	17.21	18.04	18.85	19.68	20.50
	Interpretive Serv. Secretary/Rentals Asst.						
	School Programs Assistant						
	Senior Gallery Shoppes Sales						
	Studio Programs Assistant						
	Studio Programs Technician						

<u>Class.</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
6	Maintenance Foreman	32,214	33,834	35,435	37,073	38,657	40,295
	Marketing & Communic. Coordinator	17.70	18.59	19.47	20.37	21.24	22.14
	Membership/Development Assistant						
	Lead Audio Visual Technician						
	Accounting Clerk						
7	Extension Services Coordinator	34,817	36,546	38,293	40,040	41,769	43,516
	Head, Production & Storage	19.13	20.08	21.04	22.00	22.95	23.91
	Lead Technician, Installations						
8	Head Designer	38,293	40,204	42,115	44,026	45,937	47,848
	Intermedia Programs Coordinator	21.04	22.09	23.14	24.19	25.24	26.29
	Photographer						
	Publicist/Events Coordinator						
	Registrar						
	Collections Manager						
	Assistant Engineer Youth Program Coordinator						
9	Associate Curator/Educator	42,515	44,608	46,738	48,867	50,996	53,089
	Chief Engineer	23.36	24.51	25.68	26.85	28.02	29.17
	Exhibition Designer/Head, Installations						
	Librarian						
	Paper Conservator						
10	Art Educator	48,012	50,396	52,816	55,219	57,621	60,096
	Curator	26.38	27.69	29.02	30.34	31.66	33.02
	Head Conservator						

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

Schedule "B"

Effective October 1, 2011 to September 30, 2012

<u>Class.</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	Front Desk Receptionist	20,439	22,168	23,878	25,589	27,282	29,029
	Gallery Shoppes Sales	11.23	12.18	13.12	14.06	14.99	15.95
	Studio Programs Receptionist						
2	<i>No Classifications</i>	24,843	26,081	27,300	28,556	29,812	31,049
		13.65	14.33	15.00	15.69	16.38	17.06
3	Library Clerk	26,584	27,920	29,238	30,556	31,912	33,230
	Collections Management Assistant	14.61	15.34	16.07	16.79	17.53	18.26
	Volunteer Committee Secretary						
	Switchboard Receptionist						
4	Gallery Technician, Installations	28,447	29,848	31,304	32,724	34,125	35,545
	Art Rental & Sales Asst./Sec.	15.63	16.40	17.20	17.98	18.75	19.53
	Audio Visual Technician						
	Network Administrator						
	School Programs Facilitator						
5	Curatorial Secretary	30,449	31,941	33,488	34,999	36,527	38,056
	Gallery Technician, Vaults/Matting & Framing	16.73	17.55	18.40	19.23	20.07	20.91
	Interpretive Serv. Secretary/Rentals Asst.						
	School Programs Assistant						
	Senior Gallery Shoppes Sales						
	Studio Programs Assistant						
	Studio Programs Technician						

<u>Class.</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
6	Maintenance Foreman	32,851	34,507	36,145	37,820	39,421	41,096
	Marketing & Communic. Coordinator	18.05	18.96	19.86	20.78	21.66	22.58
	Membership/Development Assistant						
	Lead Audio Visual Technician						
	Accounting Clerk						
7	Extension Services Coordinator	35,508	37,274	39,057	40,841	42,606	44,390
	Head, Production & Storage	19.51	20.48	21.46	22.44	23.41	24.39
	Lead Technician, Installations						
8	Head Designer	39,057	41,005	42,952	44,899	46,847	48,812
	Intermedia Programs Coordinator	21.46	22.53	23.60	24.67	25.74	26.82
	Photographer						
	Publicist/Events Coordinator						
	Registrar						
	Collections Manager						
	Assistant Engineer						
Youth Program Coordinator							
9	Associate Curator/Educator	43,371	45,500	47,666	49,850	52,016	54,145
	Chief Engineer	23.83	25.00	26.19	27.39	28.58	29.75
	Exhibition Designer/Head, Installations						
	Librarian						
	Paper Conservator						
10	Art Educator	48,976	51,397	53,872	56,329	58,768	61,298
	Curator	26.91	28.24	29.60	30.95	32.29	33.68
	Head Conservator						

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

Schedule "B"

Effective October 1, 2012 to September 30, 2013

<u>Class.</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	Front Desk Receptionist	20,948	22,714	24,479	26,226	27,955	29,757
	Gallery Shoppes Sales	11.51	12.48	13.45	14.41	15.36	16.35
	Studio Programs Receptionist						
2	<i>No Classifications</i>	25,462	26,736	27,992	29,266	30,558	31,832
		13.99	14.69	15.38	16.08	16.79	17.49
3	Library Clerk	27,245	28,610	29,975	31,322	32,705	340,52
	Collections Management Assistant	14.97	15.72	16.47	17.21	17.97	18.71
	Volunteer Committee Secretary						
	Switchboard Receptionist						
4	Gallery Technician, Installations	29,156	30,594	32,087	33,543	34,980	36,436
	Art Rental & Sales Asst./Sec.	16.02	16.81	17.63	18.43	19.22	20.02
	Audio Visual Technician						
	Network Administrator						
	School Programs Facilitator						
5	Curatorial Secretary	31,213	32,742	34,325	35,872	37,437	39,003
	Gallery Technician, Vaults/Matting & Framing	17.15	17.99	18.86	19.71	20.57	21.43
	Interpretive Serv. Secretary/Rentals Asst.						
	School Programs Assistant						
	Senior Gallery Shoppes Sales						
	Studio Programs Assistant Studio Programs Technician						

<u>Class.</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
6	Maintenance Foreman	33,670	35,363	37,055	38,766	40,404	42,115
	Marketing & Communic. Coordinator	18.50	19.43	20.36	21.30	22.20	23.14
	Membership/Development Assistant						
	Lead Audio Visual Technician						
	Accounting Clerk						
7	Extension Services Coordinator	36,400	38,202	40,040	41,860	43,680	45,500
	Head, Production & Storage	20.00	20.99	22.00	23.00	24.00	25.00
	Lead Technician, Installations						
	Assistant Engineer						
8	Head Designer	40,040	42,024	44,026	46,028	48,012	50,032
	Intermedia Programs Coordinator	22.00	23.09	24.19	25.29	26.38	27.49
	Photographer						
	Publicist/Events Coordinator						
	Registrar						
	Collections Manager Youth Program Coordinator						
9	Associate Curator/Educator	44,463	46,647	48,849	51,087	53,308	55,492
	Chief Engineer	24.43	25.63	26.84	28.07	29.29	30.49
	Exhibition Designer/Head, Installations						
	Librarian						
	Paper Conservator						
10	Art Educator	50,196	52,689	55,219	57,730	60,242	62,826
	Curator	27.58	28.95	30.34	31.72	33.10	34.52
	Head Conservator						

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

Schedule "C"

JOB DESCRIPTIONS

Certified copies of the job descriptions are filed with the Union and the Employer.

Schedule "D"

Letter of Intent

between

Winnipeg Art Gallery

(The Employer)

and

**Manitoba Government and General Employees'
Union**

Re: Protection of Existing Working Conditions

President
Local 3107, MGEU
300 Memorial Boulevard
Winnipeg, Manitoba R3C 1V1

Dear Sir/Madam:

During the term of the Collective Agreement between the parties, the Employer agrees to continue the following practices:

1. Following the successful completion of the probationary period as per Article 7:01, the maintenance of Gallery Membership for all staff and their spouses/families;
2. The Employer will provide, free of charge, tea and coffee for employees of The Winnipeg Art Gallery.
3. Two (2) complimentary passes for Gallery sponsored movies on request.


The above does not preclude any existing fringe benefits.

Sincerely,

Signed this 19th day of March, 2010.



On Behalf of Winnipeg Art Gallery



On Behalf of the Manitoba Government
and General Employees' Union

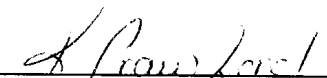
Schedule "E" VOLUNTEERS

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

Signed this 19th day of March, 2010.



On Behalf of Winnipeg Art Gallery



On Behalf of the Manitoba Government
and General Employees' Union

Schedule "F"

Memorandum of Agreement

between

Winnipeg Art Gallery

(The Employer)

and

Manitoba Government and General Employees' Union

Re: Payment For Holidays to Part-time Employees as Per Article 19:02

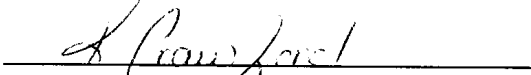
We, the undersigned as representatives of the Employer and the Union, agree that the Holiday Pay Memorandum approved at a meeting of the Labour/Management Committee on November 13, 1985 be continued during the term of the Collective Agreement.

The Holiday Pay Memorandum, a signed copy of which is attached, outlines the payment of holiday pay to part-time employees as per Article 19:02 of the Collective Agreement.

Signed this 19th day of March, 2010.



On Behalf of Winnipeg Art Gallery



*On Behalf of the Manitoba Government
and General Employees' Union*

Schedule "G"

Letter of Intent

between

Winnipeg Art Gallery

(The Employer)

and

Manitoba Government and General Employees' Union

Re: Establishment of a Committee to Review the Winnipeg Art Gallery Benefits Plan

President
Local 3107, MGEU
300 Memorial Boulevard
Winnipeg, Manitoba R3C 1V1

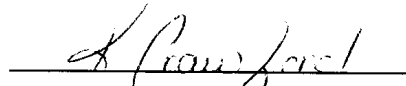
During the term of the current Collective Agreement between the parties, the Employer and the Union agree to establishing a Benefits Review Committee comprised of equal representation from Union and Management.

The parties agree to review the Gallery's group benefit plans as set out in Schedule "A" of the Collective Agreement.

Signed this 19th day of March, 2010.



On Behalf of Winnipeg Art Gallery



*On Behalf of the Manitoba Government
and General Employees' Union*

Schedule “H”

Letter of Understanding

between

Winnipeg Art Gallery

(The Employer)

and

Manitoba Government and General Employees’ Union

Re: Job Sharing

Purpose

This Letter of Understanding reflects the Gallery’s commitment to job sharing arrangements as a viable employment alternative for employees. In considering a job sharing request, all parties shall use best efforts to negotiate a satisfactory arrangement in which operational requirements can be met and the quality of service is not affected.

Definition

Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position are restructured to accommodate the employment of two employees on a work time sharing basis. The job sharing employees are accountable for the whole job and the employees must interact in order to accomplish this.

Description

Job sharing can be beneficial to managers by providing greater flexibility in work scheduling to cover busy periods, meeting affirmative action goals and retaining valued personnel as well as bringing a wider spectrum of skills to a position and establishing a wider pool of skills from which to draw.

Job share arrangements can be attractive to employees who are parents of small children; employees whose physical capabilities are limited due to handicaps or illness, employees wishing to phase out of the workforce or workers continuing with their education.

Managers can also use job sharing as a valuable tool in career development plans for employees. For example, an experienced employee wishing to work part-time could job share with an employee with less experience being trained for the position.

General Guidelines

1. Nothing contained in this Letter of Understanding shall vary or change the Collective Agreement in intent or meaning.

2. Job sharing positions are worker initiated and may be requested by any full-time permanent employee of the Gallery who has successfully completed the probationary period.
3. Requests for job sharing will be considered on an individual basis within the feasibility of operational and service requirements of the department.
4. In order for a job share arrangement to be successful, it must:
 - have a clear job description with clear standards outlined and attached for each party;
 - have an established communication system between both parties;
 - be voluntary;
 - have the cooperation, support and commitment of each employee, the supervisor and the department manager;
 - be well organized;
 - have expectations clearly outlined in advance;
 - have an appropriate “Letter of Agreement” in place;
 - have flexibility between the parties in negotiating compromises.
5. Job sharing employees shall sign a job sharing agreement letter.
6. No one job share employee shall own the position while the job shared agreement is in place. An employee who is an incumbent in a job sharing arrangement does not have a continuing right to the position being shared and does not retain any rights to the previous position held.
7. The seniority of the senior employee job sharing a full-time position shall be deemed to be the seniority of both, while the job share is in effect.
8. The benefits for two employees job sharing a full-time position shall be prorated in accordance with proportion of time worked. The total cost to the Gallery of the benefits shall be no greater than the cost of having the positions filled by a full-time employee.
9. Once a position has been approved for job share, the vacant portion of the position will be posted with the following words stated on the job posting:

“This full-time position is to be job shared by employees working part-time on a time shared basis. If you wish to apply for this position on a part-time basis submit an application to Human Resources”.
10. When one of the participants of the job share arrangement requests vacation leave, is absent due to illness or injury, or is on an approved leave of absence, the employer may, at its discretion, require the other participant to cover a portion or all of the days the other employee is away. In considering implementation of this provision the parties shall exercise reasonableness and flexibility.
11. In the event that one of the employees in a job sharing arrangement can no longer fulfill their obligation as described in the job sharing agreement, the position will be dealt with in the following manner:
 - (a) The remaining employee in the job share position will have the option of filling the position on a full-time basis without posting;

- (b) If the remaining employee elects not to take the position full time, the position will be posted as described in #9 above and during the intervening period, the remaining employee may be required to cover a portion or all of the vacancy as outlined in #10 above;
 - (c) If no suitable internal candidate can be found, management may at their discretion seek a suitable external candidate. In any case, if no suitable candidate can be found, the remaining employee will have a final option to fill the position full-time;
 - (d) If the remaining employee is unable to assume the full-time position the remaining employee shall have the following options:
 - (i) Resign.
 - (ii) Take the first vacant comparable part-time position for which he/she is qualified and is the successful applicant. The employee shall remain on unpaid leave until a posting becomes open.
 - (iii) Continue in the full-time position for three months and then re-bulletin the job share position. Again, should no suitable candidate be found, the employee would have the options outlined in #11 (a), (b), and (c) above.
 - (e) The job vacancy when posted, will be filled as a full-time position.
12. The first six (6) months of the job share arrangement shall be a trial period. During the trial period, the employer or the employees who requested the job share may terminate the arrangement in writing with forty-five (45) calendar days' notice prior to termination. Either party can only request termination for cause. If the job share arrangement is terminated during the trial period, the employee who requested the arrangement or, if not so requested, then the employee who has the most seniority will return to the original full-time position. The other affected employee will be laid off in accordance with Collective Agreement provisions (Article 10).
13. Subsequent to the trial period, the job share arrangement may be terminated:
- (a) By the employer in writing with forty-five (45) calendar days' notice in response to unresolvable operational and/or service issues. Such action shall not be unreasonably exercised.
 - (b) By mutual agreement of the job share employees in writing with forty-five (45) calendar days' notice in response to unresolvable operational and/or service issues.

Reassignment of the employees will be guided by options outlined as in numbers 11 and 12 above.

Benefits

1. Job share employees will only be eligible for the benefits in accordance with collective agreement provisions for part-time employees.
2. Job share employees will be entitled to payment for statutory holidays, as outlined in their respective Collective Agreement. In a semi-monthly period in which a holiday falls, the work schedules for that pay period will be adjusted to ensure the remaining hours of work are equally split between the two parties. This may be accomplished through the regular

scheduling process or may be arranged by the parties in consultation with the supervisor.

- 3. The employer's group benefit plan requires a minimum number of hours per week to be eligible for the benefit plan.

Job Share Approval Process

Employee's Responsibilities

- (a) Review the current job description and develop an equitable division of duties and workload to ensure accountability is clear.
- (b) Write a job share proposal including type of communication system, work schedule, possible problems and possible solutions.
- (c) Search and identify another employee interested in part-time work if one is not already available.
- (d) Forward the proposal to the supervisor and the Department Manager.

Supervisor's Responsibilities


- (a) Review the proposal in relation to operational requirements and service/workload demands, and discuss with the employee(s).
- (b) Recommend the approval of the proposal to the Department Manager and the Manager of Human Resources who will inform the Director.
- (c) If approved, complete a job share agreement with the employees. If a partner needs to be found, prepare a job posting in accordance with Guideline #9 above.
- (d) Forward the completed job share agreement for placement in the Personnel file.
- (e) If the job share proposal is not recommended by the supervisor, then the Department Manager and Manager of Human Resources shall be informed. A meeting shall be called with Human Resources to review the recommendation in accordance with the job share Letter of Understanding and operational/service requirements.
- (f) If the recommendation to deny the request is accepted, the reasons shall be documented by the supervisor and discussed with the employee(s), a union representative and human resources.
- (g) If the employee disagrees with the decision to deny the job share arrangement, the employee has the right to file a grievance, the procedure for which is outlined in the Collective Agreement.

This letter shall be attached to and form part of this Collective Agreement.

Signed this 19th day of March, 2010.



 On Behalf of Winnipeg Art Gallery



 On Behalf of the Manitoba Government
 and General Employees' Union

Schedule "I"

Memorandum of Agreement

between

Winnipeg Art Gallery

(The Employer)

and

Manitoba Government and General Employees' Union

Re: Compressed Work Week

The parties agree as follows:

Each year, from September through May, all full-time employees shall work an extra one-half (½) hour per day to ensure the following:

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

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

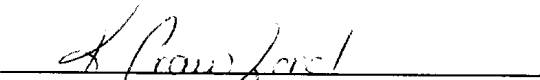
Once minimal coverage has been determined, management and staff will, upon mutual agreement, develop a plan to ensure requirements are met.

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

Signed this 19th day of March, 2010.



On Behalf of Winnipeg Art Gallery



On Behalf of the Manitoba Government
and General Employees' Union

Schedule "J"

Memorandum of Agreement

between

Winnipeg Art Gallery

(The Employer)

and

Manitoba Government and General Employees' Union

Re: Wages

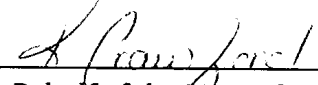
The parties agree to the following general wage increases:

October 1, 2009	1.5%
October 1, 2010	1.5%
October 1, 2011	2%
October 1, 2012	2.5%

Signed this 19th day of March, 2010.



On Behalf of Winnipeg Art Gallery



On Behalf of the Manitoba Government
and General Employees' Union

Schedule "K"

Memorandum of Agreement

between

Winnipeg Art Gallery

(The Employer)

and

Manitoba Government and General Employees' Union

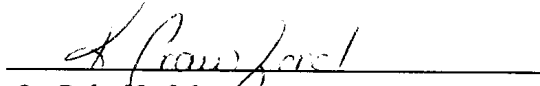
Re: Health and Welfare Benefits Plan - Part-time Employees

Within three (3) months of the date of ratification, the parties will meet to explore the feasibility of prorating health and welfare benefits for part-time employees on a go-forward basis. No employee on staff at ratification will be affected.

Signed this 19th day of March, 2010.



On Behalf of Winnipeg Art Gallery



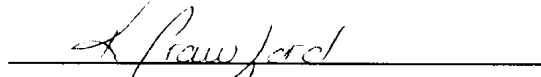
*On Behalf of the Manitoba Government
and General Employees' Union*

In witness whereof the undersigned have set their hands for and on behalf of the Manitoba Government and General Employees' Union and for and on behalf of The Winnipeg Art Gallery:

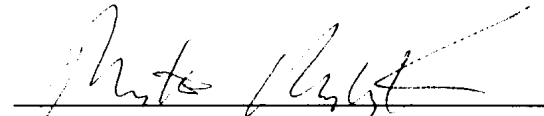
Signed this 19th day of March, 2010.



On Behalf of Winnipeg Art Gallery



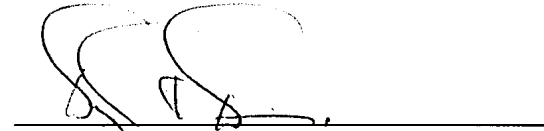
On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Winnipeg Art Gallery



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of Winnipeg Art Gallery



On Behalf of the Manitoba Government
and General Employees' Union