

# **First Collective Agreement**

*between:*

**Manitoba Arts Council**

**(The "Employer")**

*and*

**Manitoba Government And General Employees' Union**

**(The "Union")**

**Local 444**

**April 1, 2019 to March 31, 2021**

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WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, recognizing that the first consideration is the promotion, preservation, support and advocacy for the arts as essential to the quality of life of all the people of Manitoba;

AND WHEREAS it is the desire of both parties that these matters be drawn up in an Agreement,

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

### **Article 1    Definitions**

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

- (a) “Agreement” means this agreement which may be referred to as the Manitoba Arts Council Inc. Agreement.
- (b) “Union” means the Manitoba Government and General Employees’ Union.
- (c) “Employer” means Manitoba Arts Council, Inc. (MAC)
- (d) “Anniversary Date” means the first working day of the month of initial employment with the Employer.
- (e) “Employee” means a person employed by MAC and covered by this Agreement and includes full-time and part-time employees within the bargaining unit as per Article 19.

- (f) “Position” means a position of employment with MAC covered by this Agreement, unless otherwise stated.
- (g) “Full-time Employee” means an employee who is normally required to work the regular thirty-six point twenty-five (36.25) hours per week.
- (h) “Part-time Employee” means an employee who normally works for less than thirty-six point twenty-five (36.25) hours per week and receives an hourly rate of pay.
- (i) “Temporary Employee” means an employee who is employed for a maximum of one hundred and twenty (120) days except as per Article 15.02.
- (j) “Term Employee” means an employee hired for a specific period of time or for the completion of a specific job or the occurrence of a specified event.
- (k) “Probation” means a period of time that an employee serves following their initial employment with MAC during which time MAC may evaluate the employee’s performance and may terminate the employment of the employee at any time without being required to show cause.
- (l) “Demotion” means a change of employment from one position to another having a lower maximum salary.
- (m) “Promotion” means a change of employment from one position to another having a higher maximum salary.
- (n) “Holiday” means a day off work with full pay and no loss of benefits.
- (o) Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural where the context so requires.
- (p) “MAC” refers to management at the Manitoba Arts Council, Inc. When the acronym MAC is used in the context of a “person” in relation to seeking approval or a requirement for mutual agreement, it refers

specifically to the employee's immediate supervisor/manager. The supervisor/manager may refer a situation to the Executive Director when clarification is required.

- (q) "Days" shall mean calendar days unless otherwise noted. When a deadline under this Agreement falls on a General Holiday, Saturday or Sunday, the deadline shall instead be the first working day (i.e. Monday to Friday, inclusive) immediately following that is not a General Holiday.

## **Article 2    Scope of Recognition**

- 2:01**    MAC recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the MAC as specified in Certificate No. MLB7284 issued under The Labour Relations Act by the Manitoba Labour Board on the 28th day of February, 2018 and amended on January 24, 2020.
- 2:02**    The Agreement will apply to all employees of MAC except the incumbents of positions specifically excluded by the terms of The Labour Relations Act of the Province of Manitoba. Exclusions will be listed in Appendix A and attached to this Agreement for informational purposes only.

## **Article 3    Duration of Agreement**

- 3:01**    This Agreement will be in full force and effect from April 1, 2019 to March 31, 2021.
- 3:02**    Should either party desire to propose changes to this Agreement, it shall give notice in writing, including proposed amendments, 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 these 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.
- 3:03**    This Agreement may be amended during its term by mutual agreement.

- 3:04** 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.
- 3:05** The Union agrees to give the Employer at least five (5) days' written notice as to the intended time and date of strike action.
- 3:06** The Employer agrees to give the Union at least five (5) days' written notice as to the intended time and date of the lockout.
- 3:07** Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained will remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.

#### **Article 4 Management Rights**

- 4:01** The Union recognizes that the Employer retains all the rights, powers and authority in management except those specifically abridged or modified by this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations; maintain order, discipline and efficiency; and to make and alter from time to time reasonable rules and regulations not inconsistent with the terms of this Agreement.
- 4:02** In administering this Agreement the Employer will act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

#### **Article 5 Union Representation**

- 5:01** The Union agrees to provide to the Employer in writing a current list of officers and authorized representatives.
- 5:02** The Union will, upon election or appointment and at the time of any change, notify the Employer in writing of its current officers and authorized representatives.

- 5:03** (a) MAC recognizes that no more than three (3) employees will be appointed by the Union to the Negotiations Committee in addition to the Staff Representative for the purposes of negotiating an Agreement on a time-off with pay basis. The Union will reimburse MAC for one hundred percent (100%) of the wages paid to such employees for attending such negotiations and any preparatory meetings.
- (b) Employees will attend negotiation meetings with the Employer during a period in which they are scheduled to work.
- 5:04** Representatives of the Union who are not employees of the Employer will, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.
- 5:05** Union activities other than those provided for in this Agreement will not be conducted during the hours of duty of any employee unless prior approval has been received from the Employer.

## **Article 6 Union Business**

- 6:01** It is agreed that it is desirable to promote a harmonious working relationship between the parties. To this end, MAC will make every reasonable effort to grant leave of absence to employees to attend Union business. Leave of absence to attend to Union business may be granted to employees under the following conditions:

Requests for leave will be made in writing by the Union by providing the employee with a letter of request. The employee will submit the letter to the Executive Director.

Where such leave of absence has been granted the Union will reimburse MAC one hundred percent (100%) of the wages paid to such employees during the approved absence.

- 6:02** MAC will provide a union designate with all current information relating to the following matters for employees within the bargaining unit:
- Job postings and copies of letters related to job awards, promotions, demotions, and transfers;
  - Resignations, retirements, and deaths;
  - Upon written request, information relating to salaries and benefits.
- 6:03** MAC will provide a bulletin board for the use of the Union at an appropriate non-public location, upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees. MAC reserves the right to remove any notice it may deem detrimental to MAC.
- 6:04** MAC agrees to acquaint new employees with the fact that a Collective Agreement is in effect.
- 6:05** Employees who are representatives of the Union and who are requested to attend meetings with MAC or representative(s) of MAC during regular working hours, will be deemed to be carrying out their normal work under this Agreement and will receive their usual remuneration from MAC while in attendance.
- 6:06** The Union representative or designate will have up to fifteen (15) minutes at a time mutually agreeable with MAC, to acquaint new employees falling within the scope of the Agreement with the fact that a Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

## **Article 7    Union Security**

- 7:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, will pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above will become effective on the first day of the bi-weekly pay period,

following the date the employee is covered under the terms of this Agreement.

- 7:02** MAC will forward to the Union the amount of the dues deducted under Article 7:01 above on a bi-weekly basis per each applicable bi-weekly pay period system. The Union will notify MAC in writing of any changes in the amount of dues at least one (1) month in advance of the pay period in which the deductions are to be made.
- 7:03** MAC will provide the Union on a bi-weekly basis per each applicable biweekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 7:04** The Union agrees to indemnify and save MAC harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by MAC.
- 7:05** Notwithstanding any other provision in this Agreement MAC will, no later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, shown by classification groupings:
- (a) The name of each employee;
  - (b) The classification of each employee; and
  - (c) The current rate of pay of each employee.

## **Article 8 Pay**

- 8:01** MAC will pay its employees on a biweekly basis.
- 8:02** In the event that an employee does not work a full pay period, the calculation of earnings will be based on the hourly rate multiplied by the number of hours worked. Employees will also be paid for any statutory holiday for which they are eligible and leaves with pay falling within the period for which they have been approved.

**8:03** Where an employee is promoted to another position, the employee will be paid at a rate of pay set out for that position.

### **Article 9 Disciplinary Action**

**9:01** No employee except for an employee on probation will be disciplined or discharged without just cause.

**9:02** An employee will only be disciplined for just cause except in the case of a probationary employee. It is understood that disciplinary measures will be appropriate to their circumstances and subject to the principles of progressive discipline.

**9:03** An employee has the right to have a Union representative present at any meetings which is disciplinary.

**9:04** A meeting may be held with an employee prior to making a determination to discipline an employee. The employee has the option to have a Union representative present.

**9:05** Where disciplinary action has been taken the employee will be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee will sign a copy only to acknowledge its receipt and will retain a copy.

**9:06** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal will be initiated at Step 2 of the grievance procedure.

### **Article 10 Termination**

**10:01** Where the Employer is permitted under this Agreement to terminate the employment of a probationary employee without just cause and decides to so terminate an employee's employment, such employee will be given working notice or pay in lieu of notice based on the employee's length of service and as outlined under the Manitoba Employment Standards Code.

**10:02** Employees will provide the Employer with one (1) weeks' notice of resignation if they have worked less than a year and two (2) weeks' notice of resignation if they have worked for one (1) year or more.

### **Article 11 Grievance Procedure**

**11:01** MAC and the Union acknowledge the importance of resolving grievances at an early stage, and, wherever possible, on an informal basis, in order to foster a harmonious and productive working environment. In this respect, the parties recognize the value of informal discussion between the employees and their managers and/or Executive Director as a means for resolving problems without recourse to the formal dispute resolution procedure under this Article. Nothing in this Article is intended to discourage workplace resolution of employee complaints outside of this dispute resolution process. The parties further acknowledge the importance of full disclosure of issues and open discussion throughout the process to facilitate mutually acceptable resolutions.

**11:02** An employee has the right to representation by a Union representative at any stage in the grievance procedure.

**11:03** Without limiting the generality of 11:01, in this procedure:

- (a) A grievance is defined as a complaint in writing concerning:
  - (i) The application, interpretation, or alleged violation of an Article of this Agreement, or a signed Memorandum of Understanding, or a signed Memorandum of Agreement between the parties;
  - (ii) The dismissal, suspension, demotion, or written reprimand of an employee.
- (b) A grievance must be in writing and signed by the employee or employees involved and a Union Representative. It may be presented by an employee on their own behalf and/or by a Union Representative on

behalf of the employee or group of employees and/or by the Union on behalf of the bargaining unit.

- (c) Grievances presented on behalf of a group of employees, the Union, or related to Article 18 - Layoffs will commence at Step 2.
- (d) The written description of the nature of the grievance will be sufficiently clear, and will state the redress requested. If an Article(s) of this Agreement is allegedly violated or misinterpreted such Article(s) will 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) will be made before the expiry date of the time limits. An extension will not be unreasonably sought nor unreasonably withheld.
- (g) An employee or the Union may abandon or withdraw a grievance by giving written notice to MAC 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 will be deemed to be abandoned.
- (h) MAC may commence a grievance by presenting a written grievance to the President of the Union or a representative of the MGEU in their absence. The Union will have twenty (20) working days to respond to the grievance in writing. If the matter is not thereby settled to the satisfaction of MAC it may refer the matter to arbitration pursuant to Article 31 of this Agreement.

**11:04 Step 1**

The employee will first discuss the alleged grievance with the Executive Director or designate within five (5) working days of the occurrence or five (5) working days from the date on which they first became aware of the actions or circumstances giving rise to the grievance. The employee may, if they desire, be accompanied by a Union Representative. The employee and the Executive Director will sign a brief statement indicating recognition and the date of this discussion. The Executive Director will issue a decision in writing to the employee within five (5) working days from the date of the discussion.

**11:05 Step 2**

Where the decision of Step 1 is unsatisfactory to the grievor, the employee and/or Union representative will 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 Chair of the Board who will issue a receipt for same. From the date of issue of the receipt, the Chair will within ten (10) working days, convene a grievance hearing and discuss the matter with the employee and/or Union representative, and issue their decision in writing to the employee, with a copy to the Union representative.

**11:06 Step 3**

If the decision of the Chair is not accepted, the dispute may be referred to arbitration within ten (10) working days of the decision in Step 2.

## **Article 12 Arbitration Procedure**

**12:01** 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.

**12:02** The party giving such notice will, 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 will 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.

- 12:03** Nothing in this Agreement will preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 12:04** The arbitrator will not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 12:05** The arbitrator will determine their own procedures, but will provide full opportunity to all parties to present evidence and make representations. The arbitrator will hear and determine the difference(s) or allegation(s) and render a decision as quickly as reasonably possible.
- 12:06** The fees and expenses of the arbitrator will be shared equally by the parties.
- 12:07** Either party is entitled to call witnesses or other persons to give testimony and if employees of MAC are called by MAC they will be allowed leave with pay and if employees in the bargaining unit of the MAC are called by the Union they will be allowed leave with pay and the Union will reimburse MAC for one hundred percent (100%) of the wages paid to such employees for the period of absence.
- 12:08** The arbitrator will meet and hear the evidence of both sides and render their decision within ten (10) working days after completion of the hearing or such further time as the parties may jointly agree upon and their decision will be final and binding upon the employee, the Union and MAC.
- 12:09** The above time limits may be waived by the written agreement of the parties hereto.

### **Article 13 Labour/Management Committee**

- 13:01** MAC and the Union agree to the formation of a Joint Labour Management Committee in order that matters of a mutual concern may be discussed.
- (a) The Committee will establish terms of reference governing frequency of meetings, designation of Committee chairpersons and other such matters as may be required for the Committee to conduct its business.
  - (b) The Committee will not have jurisdiction over any matter of collective bargaining, or the administration of this Collective Agreement.
  - (c) The Committee will not have the power to bind the Union, the employees, or MAC to any decisions or conclusions reached in their discussions.
  - (d) The Union will appoint up to two (2) members from the bargaining unit as members of the Labour Management Committee. The employees will not suffer any loss of pay for attendance at Labour Management Committee meetings.
  - (e) MAC will appoint up to two (2) management members to the Labour Management Committee.
  - (f) The terms of reference are to be updated to reflect the option to identify alternate members should it be necessary.
  - (g) The MGEU Staff Representative, as well as the Executive Director will be standing committee members, in addition to the members from management and the bargaining unit.

### **Article 14 Probation**

- 14:01** Newly hired employees will be considered to be probationary employees for a period of sixty (60) working days.

- 14:02** In consultation with the Union, MAC may agree to extend the probationary period by up to sixty (60) working days. Any extension will be confirmed in writing with the reasons therefore.
- 14:03** Upon successful completion of the probationary period and upon proper evaluation of the employee's performance the employee's seniority will be retroactive to the employee's initial date of hire.
- 14:04** An employee will not be required to serve a further probation period when:
- The employee is promoted without competition as a result of reclassification of the employee's position;
  - The employee initiates a transfer to a position in the same classification involving similar duties and responsibilities;
- MAC initiates the transfer or demotion of an employee from one position to another for any reason.
- 14:05** A trial period of sixty (60) working days will apply when an employee is the successful applicant to another position in the bargaining unit.
- 14:06** In consultation with the Union, MAC may extend the trial period by up to twenty (20) working days. Any extension will be confirmed in writing with the reasons therefore.
- 14:07** Where an employee has been unsuccessful during a trial period following a promotion within MAC upon such notification, MAC will relocate the employee to their former position or to a position comparable to the former position.
- 14:08** An employee whose employment is terminated during the probationary period or any extension thereof will not have recourse to the grievance or arbitration procedure.

## Article 15 Temporary and Term Employees

- 15:01** A temporary employee is an employee hired for a maximum period of one hundred and twenty (120) days.
- 15:02** A temporary employee's assignment will not exceed one hundred and twenty (120) days unless there is reason for MAC to want to extend the temporary assignment, in which case an extension of an additional ninety (90) days may be granted by mutual agreement between MAC and the Union.
- 15:03** If a temporary employee is the successful applicant to a posting for a vacancy or new position in the bargaining unit, upon completion of the probationary period for that position, their seniority will be credited to the first day they started working at MAC.
- 15:04** A term employee is an employee hired for a specific period of time or the completion of a specific job or until the occurrence of a specified event.
- 15:05** Where a term employee is laid-off, then the following will apply:
- (a) If the lay-off is at the end of a specific term of employment, no notice of lay-off is required.
  - (b) If the lay-off is prior to the end of a specific term of employment, an employee will receive written notice prior to the lay-off or granted payment in lieu thereof based on the following:
    - (i) Four (4) weeks' notice to an employee with one (1) or more years of seniority; or
    - (ii) Two (2) weeks' notice to an employee with less than one (1) year of full-time seniority.
- 15:06** Where a term employee is employed in the same position performing the same function for a period of more than twelve (12) continuous months and where the need for the position is expected to continue, MAC will convert the employee to regular employment status.

- 15:07** Where the employee is not to be converted in accordance with Article 15:06,
- (a) The employee will be notified in writing of the reasons prior to the completion of twelve (12) continuous months of service.
  - (b) Inadvertent failure to provide such notice will not result in a right to conversion if the other conditions in Article 15:04 are not met.
  - (c) A meeting may be held with the employee to discuss the matter. The employee has the option to have a Union representative present.
- 15:08** Article 15:06 does not apply where a term employee is replacing an employee who is absent for any reason such as but not limited to sick leave and maternity/parental leave.
- 15:09** Where the employee is converted to permanent as per Article 15:03 or successfully bids into a permanent position during the term period, seniority will be credited to the employee's initial date of hire in the bargaining unit.
- 15:10** An employee hired into a temporary or term position will be informed in writing, of the specific period of time the 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 employer by MAC at the same time.

## **Article 16 Vacancies and Transfers**

- 16:01** Where a job vacancy occurs that is to be filled or a new job is created, notice will be posted on all bulletin boards for a minimum period of ten (10) working days. The notice will set out a job description, qualifications required by the job, classification and wage scale.
- 16:02** In filling job vacancies, including promotions, transfers and new positions, the job will be awarded to the senior applicant at the time of posting, provided they have a satisfactory work record and they possess the qualifications, skill and ability for the job and are able to perform the job.

- 16:03** Present employees will be given priority to fill vacant positions prior to a new employee being hired.
- 16:04** No employee will be promoted without the employee's consent.
- 16:05** Where changes to a position classification standards are to occur, MAC will notify affected employees and the Union at least ninety (90) days in advance of the change(s).
- 16:06** The employer may hold the posting for a back-fill vacancy pending the successful completion of the trial period.
- 16:07** **Transfer**
- (a) The Employer may initiate a transfer to another vacant position with similar duties and responsibilities within the same or equivalent classification for which the employee has the skill, ability and qualifications to perform the work required by mutual agreement.
- (b) At the discretion of the Employer, it may fill a vacant position by transfer on a temporary or indefinite basis by mutual agreement.

## **Article 17 Seniority**

- 17:01** Seniority is defined as the length of service in the bargaining unit calculated since their last date of hire on the basis of each calendar week in which the employee receives regular pay for work performed and provided such service has not been broken by termination of the employee.
- 17:02** Seniority will continue to accumulate if the employee is absent from work for any of the following:
- (a) Periods of approved parental leave or adoption leave (includes maternity leave or compassionate care leave) provided the employee returns to work at the end of the leave;
- (b) Any period of approved, unpaid leave for Union purposes;
- (c) Approved educational leave to a maximum of one (1) year;

- (d) Any sick leave without pay necessary to satisfy the elimination period of the LTD plan;
- (e) Leaves without pay to a maximum accumulation of thirty (30) working days in a calendar year,
- (f) Illness or accident up to twelve (12) months.

**17:03** An employee will retain but not accrue seniority while:

- (a) On leave of absence without pay in excess of three (3) continuous months;
- (b) Promotes or takes a new position outside of the bargaining unit at MAC and has not met the requirements within the trial period;
- (c) Laid off for less than twelve (12) months;
- (d) Absent due to illness or accident over twelve (12) months,
- (e) Suspended without pay and not reinstated under the grievance or arbitration procedure.

**17:04** Seniority and employment will terminate if an employee:

- (a) Resigns;
- (b) Is discharged for just cause and is not reinstated under the grievance or arbitration procedure.
- (c) Fails to report to work as scheduled for three (3) or more shifts without an explanation satisfactory to the Employer.
- (d) Is laid off for more than twelve (12) months;
- (e) Is laid off and fails to report for duty as instructed, unless such failure is due to illness substantiated to the Employer's satisfaction by a medical certificate submitted to the Employer within two (2) days of the first scheduled shift.

(f) Retires

(g) Dies

**17:05** The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the union representative in January and July of each year.

### **Article 18    Layoff/Reduction in Hours and Recall**

**18:01** Employees who have been notified of layoff or reduction in hours will have bumping rights in accordance with their seniority, subject to possessing the qualifications, skill and ability for said job and that they are able to perform the job. Notwithstanding the foregoing, no employee will have the right to bump into a job with a higher maximum salary.

**18:02** In the event of a layoff or a reduction in hours, employees will receive forty (40) calendar days' notice. Written notice will be given by personal service or registered mail to the employee(s) concerned and a copy of the notice will be forwarded to the Union.

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

**18:03** Employees in the same classification will be laid off or have their hours reduced in the reverse order of their seniority.

**18:04** Employees will be recalled in the order of their seniority where jobs become available, provided they meet the qualifications, skill and ability for the job and are able to perform the job. The employee will be required to complete a trial period.

**18:05** To be eligible for recall, employees must file their names and current contact information including addresses with the Employer at the time of lay-off and provide any change of address or contact information.

- 18:06** An employee who is laid off must communicate with the Employer within seven (7) days of notice of recall being mailed by registered mail to the employee's current address on the Employer's file, emailed to the employee's last email address on file and, if leaving a voicemail and/or texting is possible, phone message to the employee's last phone number on file and must be prepared to begin work at a time designated by the Employer.
- 18:07** An employee who is to be laid off may displace the most junior employee in the employee's current classification in the bargaining unit subject to the following:
- (a) The employee must have the qualifications, skill, and ability to perform the duties which the remaining employees will be required to perform.
  - (b) If the employee cannot displace the most junior employee under (a) above, the employee may then elect to displace the next most junior employee in the classification provided the employee has the qualifications, skill, and ability to perform the applicable duties.
  - (c) The process will continue in this manner until the employee is able to displace an employee in the class or there are no displacement opportunities.
- 18:08** No new employee will be hired until those who have been laid off or have had their hours reduced who meet the qualifications, skill and ability for the job and are able to perform the job have been given the opportunity to fill the job or absorb the hours.

### **Article 19 Hours of Work**

- 19:01** The normal hours of work are 8:30 a.m. to 4:30 p.m. Monday through Friday, except for General Holidays. Normal hours of work may be adjusted with the approval of the Executive Director or designate and the Union.
- 19:02** Regular hours of work for a full-time employee will be:
- (a) 7.25 hours per day

(b) 36.25 hours per week

**19:03** Regular hours of work for part-time employees will be within the normal hours of work and regular hours of work for full-time employees but vary depending on the terms of agreement at the time of commencing employment into the part-time position.

**19:04** Regular hours of work in accordance with Article 19.02(a) will be deemed to:

(a) Include two (2) rest periods of fifteen (15) minutes each per day to be taken at such time as not to disrupt work:

(b) Exclude a meal period of forty-five (45) minutes to be taken as close to mid-day as possible.

**19:05** Employees may combine one break period with the lunch period to allow for a one-hour lunch break and one 15-minute break.

Example	Start Time	Paid Break	Unpaid Lunch Break	Paid Break	End Time
A	8:00 am	10:00-10:15 am	12:00 – 12:45 pm	2:00 – 2:16 pm	4:00 pm
B*	9:00 am	None	12:00 – 1:00 pm	3:00 – 3:15 pm	5:00 pm

\*In Example B, the employee will be paid for 15 minutes of their lunch break.

**19:06** Upon request of the employee, MAC may, in its sole discretion, increase their normal hours of work and to bank the extra hours at straight time (1x) as special flex time up to a maximum of thirty-six point two five (36.25) hours for full-time employees and pro-rated for part-time employees. Such time will be taken within three (3) months, wherever possible, and at a time and in a manner as mutually agreed between the employee and MAC

- 19:07** Daily overtime will not apply to flex time if the employee chooses to work more than the normal daily hours of work.
- 19:08** Overtime will apply if MAC requires the employee to work in excess of the regular hours for the position or agreed flex time.

### **Article 20 Overtime**

- 20:01** “Overtime” is defined as those hours worked, with the Employer's prior approval, in excess of an Employee's regularly scheduled hours of work per week.
- 20:02** No employee will work in excess of their regularly scheduled hours of work without pre-approval of the Employer.
- 20:03** Where an employee works overtime, they shall be entitled to bank overtime hours worked. An employee will receive one and one-half (1.5) hours off work with regular pay for each hour of overtime worked. The Employer shall schedule such time off within three (3) months of the employee having earned it, unless the employee and the Employer agree to a later date.

### **Article 21 Work at Home**

- 21:01** MAC recognizes that there may be times where staff request to work from home on a project that might be more efficiently completed away from the office. In all cases, prior approval of the Executive Director or designate will be required before an employee may work at home.
- 21:02** Work at home arrangements will be voluntary and may be terminated by either MAC or the employee with thirty (30) days notice.
- 21:03** Where an employee is permitted to work at home as provided for in this Article, MAC will supply the necessary equipment and supplies to employees working at home and will be responsible for the insurance and maintenance costs of such equipment.

**21:04** All provisions of the Agreement apply to work at home arrangements except as otherwise agreed by the parties.

**21:05** Work at home arrangements refer to work performed at an employee’s home during regular work hours.

**Article 22 Vacation**

**22:01** Employees receive vacation entitlement based on the number of completed years of service, and begin to earn vacation in the first day of the month immediately following their start date with MAC.

**22:02** The vacation year is the period in which employees earn their vacation. The vacation year shall be from April 1 in the one calendar year to March 31 in the next calendar year. Vacation is earned from April 1st to March 31st of the following calendar year at a monthly rate noted below. Vacation that has been earned as of March 31st of any given year may be taken as of April 1st of that same year.

<b>Completed Service</b>	<b>Annual Vacation</b>	<b>Vacation Earned Monthly</b>
1-2 years	3 weeks/15 days	1.25
3-8 years	4 weeks/20 days	1.66
9-19 years	5 weeks/25 days	2.08
20 years or more	6 weeks/30 days	2.6

**22:03** The above-noted monthly accrual rates for vacation begin to apply immediately upon the employee reaching the applicable number of continuous years of service as determined by their anniversary date.

**22:04** The above-noted monthly accrual rates for vacation are applicable to Full-time Employees only and such accrual rates will be pro-rated for Part-Time Employees based on their effective full-time equivalent.

- 22:05** An employee who has completed less than one (1) year of continuous employment as of the end of the first vacation year (i.e. March 31) will be granted vacation in the following vacation year based on a pro-rata basis in accordance with the formula set out in Article 22:02.
- 22:06** Where an employee is entitled to more than four (4) weeks' vacation in a vacation year, the Employer may require the employee to take their vacation in two or more periods so as to avoid a major disruption in the workplace.
- 22:07** Vacation time may not be carried over into the following vacation year without prior written approval from the Executive Director, and will be granted only under exceptional circumstances.
- 22:08** All vacation must be approved in advance by the Employer prior to the employee taking vacation and posted on the Vacation Calendar, once approved.
- 22:09** If an employee leaves MAC after taking vacation in excess of what they have earned, the vacation overpayment will be deducted from their final pay cheque.
- 22:10** Requests for vacation will be submitted to the employee's Manager and the employee will be informed within fourteen (14) days if the request is approved.
- 22:11** MAC will attempt to schedule vacations as requested. However, operational requirements will dictate when vacation requests may be granted.
- 22:12** MAC will prepare the vacation schedule after giving consideration to the individual choices of employees, and the operational requirements of MAC.
- (a) Employees must make written requests for vacation leave whenever possible at least two (2) weeks prior to the dates being requested.
  - (b) If a dispute occurs between two or more employees in respect to taking the same period of vacation, then seniority will be the determining factor.

**22:13** Vacation must be taken in the vacation year following the year it was earned, with the following exception:

- (a) During a regular full-time or part-time employee’s first twenty four (24) months of service, with the approval of the Executive Director, up to five (5) days’ vacation may be borrowed from the upcoming vacation year.
- (b) After a regular full-time or part-time employee’s twenty-fourth (24th) month of service, with approval of the Executive Director, up to ten (10) days’ vacation may be borrowed from the upcoming vacation year.
- (c) Employees within their first year of employment may choose to take up to five (5) days’ leave without pay in lieu of taking advance vacation. Requests will not be unreasonably denied.

**22:14** Where a holiday falls within the vacation period of an employee, one (1) additional working day will be added to the employee’s vacation entitlement, in lieu of the holiday.

**22:15 Part-time Employees**

Part time employees will earn vacation credits on a prorated 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.

**Article 23 General Holidays**

**23:01** The following holidays will be observed at MAC:

New Year’s Day	Terry Fox Day
Louis Riel Day	Labour Day

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Any other holiday proclaimed by Federal or Provincial Statute.	

- 23:02** Full-time employees will be paid their regular pay for each General Holiday.
- 23:03** Part-time employees will be paid five (5%) of their gross pay (not including overtime) in the four (4) weeks preceding the General Holiday.
- 23:04** If a General Holiday falls during an employee's vacation, that day will be paid as a General Holiday and not count as a vacation day.
- 23:05** If a General Holiday falls on a day during the working week (i.e. Monday to Friday) on which an employee is not scheduled to work, the employee will receive a different day off, with General Holiday pay, before the employee's next annual vacation.
- 23:06** In accordance with The Employment Standards Code of Manitoba, if an employee's employment is terminated, other than by the employee, less than four weeks before a General Holiday, the employee is entitled to holiday pay for that holiday equal to five percent (5%) of their total wages, excluding overtime wages, for the four (4) week period immediately preceding the General Holiday.
- 23:07** For calculation purposes holidays will be observed as indicated below:
- (a) Where any of the holidays fall on a Saturday or Sunday, the first work day following the day will be observed;
  - (b) Where holidays fall on both Saturday and Sunday, the holidays will be observed on the following Monday and Tuesday.

**23:08** When December 24 falls on a Monday through Friday, the following will apply:

- (a) MAC work locations may be closed at 1:00 p.m. or operated at reduced staffing levels after 1:00 p.m. at the sole discretion of MAC and provided services to the public are not affected,
- (b) The day will be considered a full working day for calculation purposes.

Example: an employee on vacation will be deducted one (1) day's vacation credit for the day.

**23:09** At the sole direction of MAC's Council, MAC may close the office for the weekdays between Christmas Day and New Year's Day, no employee will suffer any loss of pay for this time period. Employees will be advised by October 1st of each year.

**23:10** An employee who is required to work on a General Holiday will be paid wages equivalent to one and one-half times ( $1\frac{1}{2}x$ ) the employee's regular rate for the time worked on that day in addition to General Holiday Pay.

**23:11** Time off for the observance of holidays (religious, cultural, etc., other than those observed as General Holidays) will be considered and may be approved by the Executive Director. Upon mutual agreement, depending on operational requirements, an employee may take an alternate day off in lieu of a General Holiday or may use leave without pay, banked overtime, or paid vacation to cover the absence.

#### **Article 24 Sick Time**

**24:01** A full-time employee is entitled to eight (8) paid sick days per fiscal year. The number of available paid sick days for an employee in their first year of employment will be pro-rated for any such employee who commences employment after the commencement of the fiscal year.

- 24:02** MAC may request that the employee provide a medical certificate from their attending physician or medical practitioner. Any cost of any such certificate will be paid by MAC.
- 24:03** If an employee is sick while on their normal vacation period of five (5) or more consecutive working days, on written confirmation of the attending physician or medical practitioner, MAC will allow the period of sickness to be charged to any existing unused sick leave credits. MAC will arrange for rescheduling of the number of days charged to unused sick leave as vacation at an alternate time.
- 24:04** Credit is not given for any unused portion of sick leave upon termination, resignation or layoff.
- 24:05** The provisions of this Article apply to part-time employees on a pro-rata basis.
- 24:06** Sick leave will be taken in hourly increments.
- 24:07** MAC may exercise its discretion in extending more sick leave with pay than that for which an employee is eligible under this Article.
- 24:08** For employees who become disabled and unable to work and are eligible for long term disability coverage in accordance with MAC's disability insurance policy, there is a seventeen (17) week waiting period.
- 24:09** Unused, paid sick days under this Article can be used for time off for medical, dental, and chiropractor examinations or treatments by physicians, dentists, nurse practitioners, physiotherapists, and naturopaths, etc. including reasonable travel time.
- 24:10** Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If the above is not practicable, the employee will endeavour to make the appointment at a time which is least disruptive to the area.

- 24:11** When an employee is injured in the course of, or as a result of, their duties and whose accommodation results in a lower classification the employee, unless MAC would suffer an undue hardship, will suffer no loss of income or reduction in wage.
- 24:12** Where an employee has exhausted all their accrued sick leave and requires additional sick leave, the employee may use their vacation leave. Where an employee has no vacation leave time remaining, and MAC does not choose to extend sick leave as per Article 24:07, the employee may be provided with time off without pay as decided in the sole discretion of MAC.

### **Article 25 Access to Employee Record**

- 25:01** An employee in the bargaining unit will, upon providing the Executive Director or designate with one day's written notice, have access to their employee file. The employee will have the right to append their written comments to any existing document contained in the file not created by the employee themselves. However, each employee is encouraged to engage in an open dialogue with the Executive Director or designate notwithstanding a right to append written comments.
- 25:02** Each employee will be given a copy of every document placed in their employee file that references assessment of their work performance and/or matters of a disciplinary nature.
- 25:03** MAC will ensure there is only one (1) personnel file in existence and that all personnel files are treated in a confidential manner under the responsibility of the Executive Director or designate.

### **Article 26 Performance Appraisal**

- 26:01** Performance appraisals are a tool to be used in a positive manner to acknowledge an employee's performance levels and where necessary to identify and outline strategies for improvement. Performance appraisals will be conducted at least annually and the following will apply:

- (a) Performance appraisals will be in writing and the contents will be discussed with the employee.
- (b) The employee will sign the performance appraisal for the sole purpose of indicating that they are aware of its contents.
- (c) The employee will have the right to add comments to be attached thereto.
- (d) The employee will be given a copy of the performance appraisal at their request.
- (e) The employee may be accompanied by a union representative for the appraisal if they so desire.

### **Article 27 Temporary Assignments and Acting Pay**

- 27:01** If an employee is temporarily appointed to a position in a higher pay group than they presently work in, and provided the employee takes over and continues to perform the duties and responsibilities of that other position, the employee's salary will be temporarily increased to the applicable rate of pay for the position from the date of taking over those duties and responsibilities until the temporary assignment is revoked.
- 27:02** A temporary assignment will not exceed ninety (90) days. In the event that there is reason for MAC to want to extend the temporary assignment, upon mutual agreement between MAC and the Union the assignment may be extended up to an additional ninety (90) days.
- 27:03** Within the period of time that a full-time employee gives notice of their resignation and before the day the employee is last at work, the Executive Director or designate will ensure that the employees of that department will be advised where the duties and responsibilities of the vacant position will be allocated until the position is filled.

## Article 28 Maternity Leave

**28:01** An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both. The Plans in Article 28 and 29 will be available to all permanent full-time and part-time employees of the bargaining unit.

**28:02** PLAN A - Maternity Leave

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

- (a) Have completed seven (7) continuous months of employment for or with MAC;
- (b) Submit to the Executive Director or designate 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 Executive Director or designate with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.

**28:03** An employee who qualifies is entitled to and will be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 28:02 (c), or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 28:02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) MAC may vary the length of maternity leave upon proper certification by the attending physician.

**28:04** An employee who has been granted maternity leave will be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Employment Insurance waiting period. An employee who has been granted maternity leave will also be permitted to apply up to an additional five (5) days of her accumulated sick leave:

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

**28:05** Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee will compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return will be counted as days worked.

**28:06** **PLAN B - Maternity Leave**

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

- (a) Have completed seven (7) continuous months of employment for or with MAC;
- (b) Submit to the Executive Director or designate 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 Executive Director or designate 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 Executive Director or designate with proof that she has applied for, Employment Insurance benefits and that Service Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

**28:07** An applicant for maternity leave under Plan B must sign an agreement with MAC providing that:

- (a) She will return to work and remain in the employ of MAC on a full-time or part-time basis, whichever is applicable, for at least six (6) months following her return to work, and
- (b) She will return to work on the date of the expiry of her maternity/parental leave unless this date is modified by MAC, and
- (c) Should she fail to return to work as provided under (a) and/or (b) above, she is indebted to MAC for the full amount of pay received from the MAC as a maternity allowance during her entire period of leave.

**28:08** An employee who qualifies for Plan B is entitled to a maternity leave consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 28:06 (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 28:06 (c) and the actual date of delivery, if the delivery occurs after the date mentioned in that certificate;
- (c) MAC may vary the length of maternity leave upon proper certification by the attending physician.

**28:09** At the employee's request the Executive Director or designate may authorize an employee who has received maternity benefits under Plan B to return to work on a part-time basis for a period of twelve (12) months.

**28:10** 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 week an employee will receive ninety-three percent (93%) of her weekly rate of pay
- (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) For the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits an employee will receive ninety-three percent (93%) of her weekly rate of pay provided the employee does not receive Employment Insurance Parental benefits and immediately following the exhaustion of the Employment Insurance Maternity benefits.

If an employee receives Employment Insurance Parental Benefits immediately following the exhaustion of Employment Insurance Maternity benefits, the employee will receive ninety-three percent (93%) of her weekly rate of pay for the week immediately following the discontinuation of payments of Employment Insurance Parental benefits.

- (d) All other time as may be provided under Article 28:10 will be on a leave without pay basis.
- (e) For the purposes of calculating the maternity leave allowance for part-time employees, the weekly rate of pay will be the average weekly pay the

employee has received for the twenty-six (26) weeks preceding the commencement of the maternity leave.

- 28:11** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.
- 28:12** At the employee's request the Executive Director or designate may authorize based on operational needs an employee who has received maternity benefits under Plan B to return to work on a part-time basis for a period of twelve (12) months.
- 28:13** Sections 57 and Sections 60(1) through 60 (4) inclusive of The Employment Standards Code of Manitoba respecting maternity leave will apply "mutatis mutandis".

### **Article 29 Parental Leave**

- 29:01** An employee who qualifies for parental leave under The Employment Standards Code of Manitoba may apply for such leave in as follows. The leave will be available to all permanent full-time and part-time employees of the bargaining unit.
- 29:02** **Parental Leave without Pay**  
In order to qualify for Plan A, an employee must:
- (a) Be the natural mother of a child, or
  - (b) Be the natural father of a child, or
  - (c) Adopt a child under the law of the province
- 29:03** In order to qualify for Parental Leave an employee must:
- (a) Have completed seven (7) continuous months of employment for or with MAC;

- (b) Submit to the Executive Director or designate, notice in writing for this leave at least four (4) weeks before the day specified by the employee as the date on which they intend to commence such leave. The notice should also include the number of weeks of leave, and the date the employee will return to work;
- (c) Provide the Executive Director or designate with a copy of the adoption certificate or proof of the child's birth.

**29:04** An employee who qualifies in accordance with Article 29:02 and Article 29:03 is entitled to and will be granted parental leave without pay consisting of a period not exceeding sixty-three (63) weeks.

**29:05** Parental leave must commence no later than eighteen (18) months after the date of birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

**29:06** The Executive Director or designate will forward a letter to the employee confirming the dates and conditions of any leave of absence approved under this Article. The employee will be returned to the position they held prior to commencement of the leave.

**29:07** **Adoptive Parent Leave**

An employee will be granted up to five (5) days' unpaid leave to attend to needs directly related to the adoption of their child. At the employee's option such leave will be granted on a day by day basis before the adoption or such other day as may be mutually agreed.

### **Article 30 Leaves of Absence**

The Employer will grant employees unpaid and paid leaves of absence as provided for in and in accordance with The Employment Standards Code of Manitoba as it may be amended from time to time.

**30:01** **(a) Bereavement Leave**

- (i) An employee will be entitled to bereavement leave of four (4) working days 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, common-law spouse, same sex partner, fiancé(e), child, step-child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- (ii) An employee will be entitled to bereavement leave of three (3) working days 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.
- (iii) Upon request, MAC may in its sole discretion grant up to one (1) day leave of absence with pay for an employee to attend a funeral or memorial service as a mourner..
- (iv) At its discretion, MAC may grant leave with or without pay for purposes other than those specified above.

### **30:02 Family Related Leave**

An employee will be entitled to up to three (3) days with pay in each fiscal year, to attend to family and personal responsibilities including illness of immediate family members. Unused Family Leave days will not be paid out or carried over to the following year.

### **30:03 Interpersonal Violence Leave**

- (a) Employees are entitled to leave as per The Employment Standards Code of Manitoba.
- (b) An employee will be granted up to five (5) paid days of leave in a fifty-two (52) week period as paid leave, provided that when giving notice as required under The Employment Standards Code the employee notifies MAC which days, if any, are to be paid leave.

### **30:04 Court Leave**

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, will be granted a leave of absence without pay for the required period of absence. The leave under this Article will be with pay if the employee is required by MAC to appear as a witness in a court proceeding.

**30:05 General Leave**

Except as otherwise expressly provided herein, requests for a general leave of absence with or without pay, will be considered by the Employer.

**Article 31 Technological Change**

**31:01** The Employer and the Union recognize that technological change can offer significant improvements in quality and quantity of services the Employer provides:

**31:02** For purposes of this Agreement, "technological change" means:

- (a) An introduction by an Employer into their work, undertaking or business of equipment or material of a different nature or kind that previously used by the Employer in the operation of the work, undertaking or business; and
- (b) A change in the manner in which the Employer carries on the work, undertaking of business that is directly related to the introduction of that equipment or material;

**31:03** The Employer agrees that it will endeavor to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on employees.

**31:04** When the Employer intends to introduce a technological change; the following procedure will be followed:

- (a) The Employer will provide the Union with ninety (90) days' notice prior to the date the change is to be effective;

- (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected, and
- (c) Where retraining is to be provided, it will be provided during the employees' normal working hours where possible.

**31:05** The notice mentioned in Article 31:04 will include the following:

- (a) The nature of the change
- (b) The date of which the Employer proposes to effect the change;
- (c) The approximate number, classification(s) and location of employees likely to be affected by the change; and
- (d) The effects the change may be expected to have on the employee(s) working conditions and terms of employment.

**31:06** 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 32 Travel and Meal Allowances**

**32:01** MAC will reimburse reasonable travel costs and out-of-pocket expenses incurred by an employee during the course of business on a monthly basis. For travel costs, employees must obtain prior spending authorization by signature of their Manager on a travel expense form.

**32:02** Except as otherwise provided, when an employee is required to work away from MAC on business during a meal period, the employee may claim the actual cost of purchased meals or the following maximum amounts:

Breakfast	\$9.00
Lunch	\$11.00
Dinner	\$20.00

An employee will only be reimbursed for the actual cost of meals purchased at a cost greater than the maximum amounts if they receive written approval from the Executive Director or designate.

**32:03** 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 MAC business before the recognized time for the start of their day's work.

Lunch

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

Dinner

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

**32:04** For the purpose of this Article, travel status is the absence of an employee from MAC business involving travel and overnight accommodation away from home with the approval of the Executive Director or designate.

**32:05** No employee will, as a condition of employment, be required to provide or use their own vehicle for MAC business. However, nothing will prevent MAC and the employee from agreeing to the use of the employee's personal vehicle. If an employee utilizes their own vehicle on Employer business, the employee will be reimbursed at the rate of \$0.42 per kilometre. Employees

will document the kilometres travelled for work purposes before submitting for expense.

- 32:06** MAC will provide their employees with adequate transportation between their residence and the workplace/events when the employee is required to attend an event for work after normal working hours.
- 32:07** With prior approval of the Executive Director or designate, meal and hospitality expenses may be claimed by employees when these are incurred in conducting MAC business. Note that costs for alcoholic beverages will not be reimbursed.
- 32:08** Employees required to travel may request a cash advance if needed to pay for travel expenses.

### **Article 33 Inclement Weather and Emergency Closure**

- 33:01** At times, emergencies such as severe weather, fire or power failures may disrupt operations. If the office must close, employees will receive official notification.
- 33:02** Employees will be paid for any days the office is closed due to emergencies or inclement weather.
- 33:03** In the event the office remains open but an employee is unable to attend to their duties because of the weather or related circumstances, the employee must notify their Manager as soon as possible. Normally, employees will be given one of the following options to accommodate the absence: With approval, work at home; use annual vacation day(s); make up time as per Article 19:06 flex time, or take leave without pay.

### **Article 34 Job Descriptions and Job Classifications**

- 34:01** In the event that the Employer establishes or proposes to establish a new classification covered by this Agreement, or if there is a change in the job

content or qualifications of an existing classification, the Union will receive a copy of the job description and accompanying salary range.

- 34:02** Unless the Union objects to the salary range in writing to the Employer within ten (10) days following such notification, the classification and salary range will become established and form part of this Agreement.
- 34:03** If the Union files a written objection, then the parties will commence negotiations and attempt to reach agreement as to an appropriate salary range. Failing agreement, the matter may be referred to interest arbitration pursuant to the grievance and arbitration procedures in this Agreement. Unless otherwise agreed by the parties, any adjustment to the rate of pay of the classification will be retroactive to the date it was established.
- 34:04** Where an employee considers that their present position is improperly classified, the employee may apply in writing to the Executive Director requesting reclassification. The application to the Executive Director will include a written statement of the duties and responsibilities and the reasons for the reclassification process.
- 34:05** The time limits of this Article may be varied by mutual agreement of the parties hereto.
- 34:06** The effective date of a reclassification will be determined by the date the request is formally brought to the attention of the Executive Director.

### **Article 35 Health & Safety**

- 35:01** MAC is committed to fostering a work environment that promotes and maintains the health and safety of its employees.
- 35:02** The provisions of The Workplace Safety and Health Act and its regulations, as they may be amended from time to time, apply and will be adhered to by MAC, the Union and the employees. MAC recognizes that, pursuant to its statutory obligations, it has a duty to ensure, so far as is reasonably practicable, the safety, health and welfare of its employees.

**Article 36 Harassment Prevention and Respectful Workplace**

- 36:01** The parties agree that all employees are entitled to a respectful and safe workplace and access to a process whereby issues of discrimination, harassment and/or violence in the workplace can be reported, investigated and dealt with accordingly.
- 36:02** MAC, the Union and the employees recognize that they are bound by The Human Rights Code and The Workplace Safety and Health Act of Manitoba as each may be amended from time to time, which deal with, amongst other things, matters of harassment, violence and discrimination in the workplace.
- 36:03** The parties acknowledge that the Employer has policies to address issues of discrimination, harassment and violence in the workplace which are consistent with applicable legislation. In accordance with and as required by the governing legislation, MAC will continue to administer such policies.
- 36:04** MAC commits to ensuring that employees have access to such policies and the relevant legislation so that employees have the opportunity to understand their rights and obligations.
- 36:05** A grievance may be filed with respect to MAC's administration of such policies.
- 36:06** All employees have the right to file a complaint as per MAC's policy re: Respectful Workplace, file a grievance and/or file a complaint with the Manitoba Human Rights Commission. This Agreement does not discourage or prevent anyone from exercising their legal rights.
- 36:07** If MAC undertakes an investigation into a complaint, the complainant may still grieve the matter if unsatisfied with the outcome of the investigation.
- 36:08** MAC will take corrective action respecting anyone under their direction who harasses an employee covered by this Agreement.
- 36:09** MAC will not disclose the name of a complainant or an alleged harasser or the circumstances of the complaint to anyone except where disclosure is:

- (a) Necessary to investigate the complaint;
- (b) Necessary to take corrective action with respect to the complaint;  
and/or
- (c) Required by law.

### **Article 37 Professional Development, Education and Training**

- 37:01** MAC recognizes the value of professional development and personal growth for employees, and that the skills and knowledge of its employees are essential to the success of MAC. With this in mind, permanent employees who have completed their probationary period may request financial support from MAC for educational purposes that build on job-related skills and enhance their abilities for job performance.
- 37:02** All requests for educational leave will be submitted to the Executive Director or designate who will determine the amount of leave and/or assistance, if any, to be provided.
- 37:03** An employee required by MAC to take any course(s) will receive full pay and benefits and will, in addition, be reimbursed for their reasonable expenses incurred in order to participate in the course, supported with documentation, in full.

### **Article 38 Retirement Allowance**

- 38:01** An employee who has ten (10) or more years of qualifying service may retire at any time after reaching age fifty-five (55).
- 38:02** An employee with ten (10) or more years of continuous employment who retires in accordance with the provision of the Civil Service Superannuation Act will be paid, or to the employee's estate in the event of death, retirement allowance pay in the amount of one (1) week's pay for each completed year of continuous service or portion thereof to a maximum of fifteen (15) weeks' pay.

- 38:03** A retiring employee who fails to complete their tenth (10th ) year of continuous service will be paid a retiring allowance based on ten (10) weeks' pay multiplied by the number of months completed in the tenth (10th) year divided by twelve (12) months.
- 38:04** The rate of pay used for the purpose of retirement allowance calculation will be based on the last regular bi-weekly rate of pay that was in effect for the employee at the time of retirement or death.

### **Article 39 Benefits**

- 39:01** Regular and term employees working a minimum of twenty (20) hours per week are required to join MAC's benefit plan, following three (3) months of continuous employment unless such employee falls within an exception set out in the relevant plan.
- 39:02** **Short-term Disability**
- (a) All regular full-time, part-time and term employees are entitled to Short-term Disability leave with pay as set out in more detail below.
  - (b) The employee must be unable to perform their duties as a result of illness or injury. Medical documentation supporting the absence may be requested. If the employee fails to provide the appropriate documentation when requested, disability payments may be suspended, pending receipt of documentation or the employee may be required to return to work immediately.
  - (c) Eligible employees will accrue STD leave with pay commencing the first day of employment at the rate of one and one half (1.5) working days per month of service and receive their regular wages during approved time away from the workplace due to illness or injury up to a maximum of one hundred and twenty (120) days.
  - (d) If the employee intends to request leave provided for under this Article, they must notify the Executive Director or designate as soon as they become aware of the need to be absent.

- (e) An employee on Short-term Disability may be asked to return to work on modified duties. Medical documentation regarding any accommodation would be required.
- (f) An employee's accrued and unused STD leave with pay will discontinue upon the termination of an employee's employment and any such unused STD leave with pay will not be paid out to the employee.
- (g) Employees employed as of date of ratification will maintain the amount of STD leave previously accumulated.

**39:03 Group RRSP**

- (a) All regular full-time and part-time employees have the option to make individual contributions to a RRSP through payroll deduction up to the yearly allowable maximum. These contributions are not matched by MAC.
- (b) Inquires with respect to the Group Retirement Savings Plan, including investment options, may be directed to the plan broker:

Glen Middleton

B2-1150 Waverly Street

Winnipeg, MB R3T 0P4

Phone (204) 984-9455

**39:04 Health Spending Account**

The Employer will provide a Health Care Spending Account providing each employee with either (a) \$750 per year for each single employee or (b) \$1,200 per year for each employee who qualifies for family coverage.

**39:05 Benefit Plans**

The Employer will provide a group insurance benefits plan for eligible employees which will include the following coverage: Basic Life Insurance,

Long Term Disability, Healthcare, Dental care, Accidental Death and Dismemberment, and Critical Illness (“Benefits Plan”). For the term of this Agreement the Benefits Plan will include coverage limits at the same level as are in place at the time of signing this Collective Agreement, subject only to continuing availability of such coverage from providers. In the event that the availability of any of the current plans is affected during the life of this Agreement, the parties will meet to discuss mutually agreeable alternatives that provide the same or better coverage.

#### **Article 40 The Civil Service Superannuation Board (CSSB) Pension Plan**

- 40:01** All new employees are automatically registered into the CSSB Pension Plan.
- 40:02** Regular full-time employees are required to join the Plan on the first day of full-time permanent employment.
- 40:03** Regular part-time employees are required to enter the Plan after earning the equivalent of one-quarter ( $\frac{1}{4}$ ) of the yearly maximum pensionable earnings under the CSSB Pension Plan in two (2) consecutive years. These employees must contribute to the CSSB Pension Plan on the first day of the first pay period commencing the month following the month in which the earning requirements are met.
- 40:04** Term employees are required to enter the Plan on the earlier of the completion of one (1) year employment or reaching the one-quarter ( $\frac{1}{4}$ ) of the yearly maximum pensionable earnings as required in :03. An employee may join the Plan earlier if they are eligible under the CSSB plan text.
- 40:05** The preceding information does not encompass every circumstance of membership in the CSSB Pension Plan. Legal rights to benefits are governed by the Civil Service Superannuation Act. Information on the CSSB Pension Plan is available at the Board Office or Pension Commission of Manitoba. Inquiries should be directed to:

The Civil Service Superannuation Board

1200-444 St. Mary Avenue

Winnipeg, MB R3C 3T1

Phone: 204-946-3200

Email: askus@cssb.mb.ca

### **Article 41 Contracting Out**

**41:01** The Employer will not contract out work currently performed by bargaining unit members resulting in the reduction of hours or layoff of employees.

### **Article 42 Refusal to Cross Picket Line**

**42:01** No employee will be required to cross a picket line with respect to a legal strike or lockout regarding another bargaining unit at a location other than the employee's normal office location. If there is a picket line at an employee's normal office location regarding another bargaining unit, the employee will attend the normal office location and carry out regular duties.

**42:02** Where a picket line affects the duties of an employee, the parties will find alternate arrangements for completion of the affected employee's duties without disruption of service.

### **Article 43 Health and Welfare**

**43:01** MAC takes the health and welfare of the employees very seriously and will continue to offer onsite weekly yoga on a fifty/fifty percent (50%/50%) cost share basis to those participating in the classes.

IN WITNESS whereof the Executive Director hereunto set their hand for, and on behalf of the Manitoba Arts Council., and a Staff Representative of the Manitoba Government and General Employee's Union has hereunto set their hand for, and on behalf of, the Manitoba Government and General Employee's Union.

Signed this 8 day of May, 2020.

\_\_\_\_\_  
On behalf of Manitoba Arts Council

Paula Rapera  
On behalf of Manitoba Government and  
General Employees' Union

Rody Lu  
On behalf of Manitoba Arts Council

Jerbe Tonif  
On behalf of Manitoba Government and  
General Employees' Union

Man  
On behalf of Manitoba Government and  
General Employees' Union

Tracy Roybottom  
On behalf of Manitoba Government and  
General Employees' Union

**APPENDIX "A"**

Positions excluded from the Bargaining Unit:

- Executive Director
- Senior Accountant
- Executive Coordinator
- Senior Program Consultant