

Collective Agreement

between

Winnipeg Art Gallery

and

**Manitoba Government and General Employees' Union
Local 150**

October 1, 2024 to September 30, 2026

Table of Contents

Preamble	1
Definitions	1
Article 1 Union Recognition	2
Article 2 Management Rights and Rules.....	2
Article 3 Access to Employees' Records	3
Article 4 Union Security	3
Article 5 Union Rights and Union Activity	3
Article 6 Non-Discrimination	4
Article 7 Probation.....	5
Article 8 Seniority.....	5
Article 9 Vacancies, Job Posting, Promotions and Transfers	6
Article 10 Layoff/Reduction in Hours and Recall	8
Article 11 Job Descriptions and Job Classifications.....	9
Article 12 Grievance Procedure	11
Article 13 Arbitration.....	12
Article 14 Discipline	13
Article 15 Termination or Resignation of Employment.....	14
Article 16 Labour/Management Committee	15
Article 17 Acting Pay	16
Article 18 Hours of Work.....	16
Article 19 Overtime and Premium Pay.....	17
Article 20 Holidays and Holiday Pay	19
Article 21 Vacations and Vacation Pay	19
Article 22 Leave of Absence.....	21
Article 23 Sick Leave	24
Article 24 Maternity Leave	25
Article 25 Adoptive Leave	28
Article 26 Parental Leave	29
Article 27 Court Leave/Citizenship Leave.....	31
Article 28 Health and Welfare Benefits Plan	31
Article 29 Perks	32

Article 30	Severance	32
Article 31	Health and Safety	33
Article 32	Technological Change.....	33
Article 33	Wages.....	34
Article 34	Term Employees	34
Article 35	Duration and Retroactivity.....	35
Article 36	Contracting Out.....	35
Article 37	Safe and Healthy Workplace	36
Article 38	Casual Employees.....	36
Schedule A	Benefits	37
Schedule B	Salary Schedule	38
	Effective October 1, 2024	
	Effective October 1, 2025	
Schedule C	Letter of Understanding	42
	Re: Volunteers	
Schedule D	Letter of Understanding	43
	Re: Job Sharing	
Schedule E	Memorandum of Agreement	44
	Re: Compressed Work Week	
Schedule F	Memorandum of Agreement	46
	Re: Changes to Classification and Step Levels	
Schedule G	Memorandum of Agreement	47
	Re: Wages	
Schedule H	Memorandum of Agreement	48
	Re: Leaves Referenced in the Employment Standards Code of Manitoba	
Schedule I	Memorandum of Agreement	49
	Re: 2-year Term Employment-Custodial Positions	
Schedule J	Memorandum of Agreement	50
	Re: Substitution of Paid Holidays for Personal Significant Days	

*All changes appear in **bold**.

Alphabetical Table of Contents

Preamble	1
Definitions	1
Article 3	Access to Employees' Records	3
Article 17	Acting Pay	16
Article 25	Adoptive Leave	28
Article 13	Arbitration.....	12
Article 38	Casual Employees.....	36
Article 36	Contracting Out.....	35
Article 27	Court Leave/Citizenship Leave.....	31
Article 14	Discipline	13
Article 35	Duration and Retroactivity.....	35
Article 12	Grievance Procedure	11
Article 31	Health and Safety.....	33
Article 28	Health and Welfare Benefits Plan	31
Article 20	Holidays and Holiday Pay	19
Article 18	Hours of Work.....	16
Article 11	Job Descriptions and Job Classifications.....	9
Article 16	Labour/Management Committee	15
Article 10	Layoff/Reduction in Hours and Recall	8
Article 22	Leave of Absence.....	21
Article 2	Management Rights and Rules.....	2
Article 24	Maternity Leave	25
Article 6	Non-Discrimination	4
Article 19	Overtime and Premium Pay.....	17
Article 26	Parental Leave	29
Article 29	Perks	32
Article 7	Probation.....	5
Article 37	Safe and Healthy Workplace.....	36
Article 8	Seniority.....	5
Article 30	Severance	32
Article 23	Sick Leave	24

Article 32	Technological Change.....	33
Article 34	Term Employees	34
Article 15	Termination or Resignation of Employment.....	14
Article 1	Union Recognition	2
Article 5	Union Rights and Union Activity	3
Article 4	Union Security	3
Article 9	Vacancies, Job Posting, Promotions and Transfers	6
Article 21	Vacations and Vacation Pay	19
Article 33	Wages.....	34
Schedule A	Benefits	37
Schedule B	Salary Schedule	38
	Effective October 1, 2024	
	Effective October 1, 2025	
Schedule C	Letter of Understanding	42
	Re: Volunteers	
Schedule D	Letter of Understanding	43
	Re: Job Sharing	
Schedule E	Memorandum of Agreement	44
	Re: Compressed Work Week	
Schedule F	Memorandum of Agreement	46
	Re: Changes to Classification and Step Levels	
Schedule G	Memorandum of Agreement	47
	Re: Wages	
Schedule H	Memorandum of Agreement	48
	Re: Leaves Referenced in the Employment Standards Code of Manitoba	
Schedule I	Memorandum of Agreement	49
	Re: 2-year Term Employment-Custodial Positions	
Schedule J	Memorandum of Agreement	50
	Re: Substitution of Paid Holidays for Personal Significant Days	

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Preamble

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

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

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

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

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

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

Definitions

In this Agreement:

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

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

"Collective Agreement" shall mean this Collective Agreement between the Employer and the Union.

"Days" shall mean calendar days unless otherwise noted.

"Employer" shall mean The Winnipeg Art Gallery.

"First Day of the Month Nearest" shall mean if the appointment is effective from the first of the month to the 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.

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

"Part-time Employee" shall mean an employee who normally works less than full-time hours as per **Article 18:03**.

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

"Union" shall mean Manitoba Government and General Employees' Union.

"Union Representative" (plural all members/singular one member) means the following:

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

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

"Work week" shall mean Sunday to Saturday.

Article 1 Union Recognition

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

Article 2 Management Rights and Rules

2:01 Subject to the terms of this Collective Bargaining Agreement, the functions of management shall include, but are not limited to, the management of the Employer and the direction of the work force of the Employer, including the

right to plan, direct, and control operations, to maintain the discipline and efficiency of the employees and to require the employees to observe reasonable rules and regulations; to hire, layoff or assign employees' working hours; to transfer, promote, demote, discipline, suspend, or terminate employees for just and sufficient cause.

- 2:02 In administering the Collective Agreement, the Employer agrees to acknowledge employee's rights as outlined in this Collective Agreement, act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

Article 3 Access to Employees' Records

- 3:01 An employee in the bargaining unit shall have access to their employee file upon providing written notice to the **Manager of People & Culture** or designate within one (1) working day, provided the **Manager of People & Culture** or designate is on site at time of notice. The employee shall have the right to append their written comments.
- 3:02 Each employee shall be given a copy of every document placed in their employee file that references the assessment of their work performance and/or matters of a disciplinary nature.

Article 4 Union Security

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

Article 5 Union Rights and Union Activity

- 5:01 The Union shall, upon election or appointment and at the time of any change, notify the Employer in writing of the names of its current Union Representatives.
- 5:02 The Employer shall provide a Union Representative with all current information relating to the following matters for employees within the bargaining unit:

- (a) Unit job postings and copies of letters related to job awards, promotions, demotions and transfer;
- (b) Resignations, retirements, and deaths;
- (c) Upon written request, information relating to salaries and benefits; and
- (d) Signed copies of the employee's job descriptions.

- 5:03 The Employer shall provide a bulletin board for the use of the Union at an appropriate non-public location, upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees. The Employer reserves the right to remove any notices it may deem detrimental to The Winnipeg Art Gallery.
- 5:04 **Union Representative shall request time from their supervisor for all Union activity as outlined in Articles 5:05, 5:06, 11:03, 12:01, 14:02, and 16:01, subject to operational needs. No request will be reasonably withheld.**
- 5:05 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect.
- 5:06 Employees who are representatives of the Union and who are requested to attend meetings with the Employer or representative(s) of the Employer during regular working hours, shall be deemed to be carrying out their normal work under this Collective Agreement and shall receive their usual remuneration from the Employer while in attendance.
- 5:07 A Union Representative shall have up to fifteen (15) minutes at a time mutually agreeable with the Employer, to acquaint new employees falling within the scope of the Collective Agreement with the fact that this Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

Article 6 Non-Discrimination

- 6:01 Neither the Employer nor the Union shall discriminate against employees with respect to terms or conditions of employment on the grounds of ancestry, nationality or national origin, ethnic background, religion or creed, age, sex,

gender, sexual orientation, marital or family status, source of income, political affiliation or activities, physical or mental disability, union membership or activity.

6:02 There shall be equal pay for work of equal value, regardless of any factors listed in Article 6:01.

Article 7 Probation

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

7:02 Probation may be extended for one (1) period of ninety (90) days with notification to the Union.

Article 8 Seniority

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

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

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

- (a) If they are discharged for just cause and are not reinstated;
- (b) If they resign voluntarily;

- (c) If they are laid off for a period in excess of twelve (12) months; or
- (d) If they elect to receive severance pay under **Article 10:07**.

8:04 An employee transferred by the Employer from the bargaining unit to a position outside the bargaining unit, and subsequently returned to the bargaining unit by the Employer, shall retain only that seniority accumulated during the employee's period in the bargaining unit.

Article 9 Vacancies, Job Posting, Promotions and Transfers

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

In the event the employee is not able to or does not wish to complete the sixty (60) working day (four-hundred twenty [420] working hours) familiarization

or trial period, or cannot satisfactorily perform the job following the familiarization or trial period:

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

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

9:04 Merit increases shall be granted in recognition of satisfactory service on the first day of the month nearest the employee's anniversary date or, in the case of part-time employees, on completion of **one thousand six hundred fifty (1,650)** working hours **effective October 1, 2024**.

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 they occupy is reclassified.

Article 10 Layoff/Reduction in Hours and Recall

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

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

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

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

10:04 (a) Failure to Return to Work

(i) An employee shall be deemed to have received notice to return to work following a layoff after the Employer sends them such notice by registered mail.

(ii) If, after three (3) working days of receipt of a notice to return to work, an employee fails to notify the Employer of their intent to return to work, that employee shall lose their seniority and all rights to employment.

(iii) If, after ten (10) working days of receipt of a notice to return to work, an employee fails to return to work, that employee shall lose their seniority and all rights to employment.

(iv) The employee shall keep the Employer informed of their current email address.

(b) An employee shall not accumulate seniority in the following circumstances:

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

- (ii) When on a layoff;
- (iii) When on a sick leave which is not covered by this Collective Agreement or by Workers Compensation; or
- (iv) When on long-term disability.

- 10:05** 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.
- 10:06** 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.
- 10:07** A displaced employee may elect to receive severance pay on the basis of a week of pay for every year of completed service with a minimum of two (2) weeks of pay. This election must be made within ten (10) working days of the giving of the notice of layoff or reduction in hours. If this election were made and upon receipt of the aforementioned severance, employment would be deemed to be terminated.

Article 11 Job Descriptions and Job Classifications

- 11:01** When the Employer establishes a new position, or changes the duties and responsibilities of an existing position, the Employer shall provide the Union Representative and the affected employee with a job description for the new or altered position.
- 11:02** To determine the appropriate classification where an employee or Manager/Department Head is of the opinion that the duties and responsibilities

of a job have changed to the extent that a reclassification of the position may be warranted, the following procedures shall apply:

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

11:03 The Classification Committee shall consist of no more than six (6) representatives, at least one-half ($\frac{1}{2}$) of which shall be Union Representatives. A quorum shall be two (2) representatives from the Union and two (2) representatives of the Employer. A Union Representative and the **Manager of People & Culture** shall chair the Committee meetings on a rotating basis.

11:04 Where the Classification Committee cannot reach consensus following reasonable discussion, a consultant who is conversant in the process of job evaluation will meet with the Committee to resolve the issue. Any fees charged by the consultant will be borne equally by the Union and the Employer. The resolution at this stage is final and is not arbitrable.

11:05 Where an employee disagrees with the decision of the Classification Committee, they may meet with the Committee to review the Committee's rationale and to present their basis for disagreement to the Committee.

Such basis for disagreement shall be provided to the Committee in writing within ten (10) working days from the date of the decision.

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

Article 12 Grievance Procedure

- 12:01** Any grievance concerning the interpretation, application, administration or alleged violation of the provisions of this Collective Agreement shall be initiated within ten (10) working days of the employee becoming aware of the occurrence in the following manner:
- (a) Prior to the submission of a written grievance, employees are encouraged to discuss the matter with the person who made the decision. A Union Representative may provide the employee with assistance at this stage should the employee so desire.
 - (b) **Step 1**
The employee concerned or a Union Representative may submit a grievance in writing to the appropriate department Manager/ Department Head and **Manager of People & Culture** who shall reply in writing within five (5) working days after receipt of the grievance.
 - (c) **Step 2**
Failing a settlement at Step 1, the employee or a Union Representative may, within five (5) working days, submit the grievance in writing to the Director who shall render their decision in writing within five (5) working days after receipt of the grievance.
 - (d) **Step 3**
Failing satisfactory settlement at Step 2, the Union may refer the grievance to arbitration within thirty (30) working days of the Director's decision.

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

Article 13 Arbitration

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

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

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

- (a) The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it;
- (b) The decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairperson governs;
- (c) The Union and the Employer shall each pay one-half of the remuneration and expenses of the chairperson of the board;

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

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

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

Article 14 Discipline

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

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

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

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

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

Article 15 Termination or Resignation of Employment

- 15:01** No employee except for those on probation shall be terminated without just cause.
- 15:02** Cessation of employment will occur in the event of resignation, non-disciplinary termination, or dismissal for just cause.
- (a) In the event that an employee fails to return to work under the provisions of **Article 10:04**, the employee will be deemed to have resigned their employment.
- 15:03** Notice or payment in lieu of notice shall not apply in the case of an employee who resigns or is dismissed for just cause, provided that the provisions of The Employment Standards Code shall not be contravened.
- 15:04** An employee who is dismissed from employment will be provided written notice stating the reason(s) for dismissal and will be subject to the provisions of The Employment Standards Code.

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

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

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

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

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

Article 16 Labour/Management Committee

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

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

Article 17 Acting Pay

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

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

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

17:03 Within the period of time that a regular employee gives notice of their resignation and before the last day of the employee's notice period, the Employer shall ensure that the employees of that department will be advised where the duties and responsibilities of the vacant position shall be allocated until the position is filled.

Article 18 Hours of Work

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

- (a) For a shift lasting from three (3) hours to five and three-quarters (5.75) hours, there shall be one (1) paid rest period of fifteen (15) consecutive minutes.**
- (b) For a shift exceeding five and three quarters (5.75) hours but less than seven (7) hours, there shall be two (2) paid rest periods of fifteen (15) consecutive minutes each.**
- (c) For a shift lasting from seven (7) hours to nine and three quarters (9.75) hours, there shall be two (2) paid rest periods of**

fifteen (15) consecutive minutes each, and one (1) unpaid meal break of thirty (30) minutes or more.

(d) In the event overtime is worked exceeding three (3) hours, a third (3rd) paid rest period of fifteen (15) consecutive minutes shall be provided.

18:02 Where a full-time employee's normal working day is to be rescheduled, the Employer must notify the employee in writing one week in advance.

18:03 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 **one thousand six hundred fifty (1,650)** hours per year **effective October 1, 2024**. Weekly and/or daily hours may vary throughout the year, based on requirements, and the Employer will provide the employee with a schedule of their hours at least one week in advance of the hours being worked.

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

18:04 Part-time employees shall receive one **(1) paid** fifteen (15) minute rest period for every three (3) **consecutive** hours worked.

18:05 Within each job the Employer shall grant preference for shift scheduling on the basis of seniority.

Article 19 Overtime and Premium Pay

19:01 Overtime work shall be offered on the basis of seniority to those employees who normally perform the work.

19:02 All time worked in excess of seven (7) hours in one day and thirty-five (35) hours in one week shall be considered overtime. Overtime shall be compensated at time and one-half (1½x) for all hours worked.

- 19:03** A full-time employee who is not at work and who is called in to work outside their regularly scheduled hours or is scheduled to work overtime, shall be paid a minimum of three (3) hours pay at the applicable overtime rate.
- 19:04** For purposes of clarity, Article 19:03 shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift or to employees who work at a time immediately following their normal shift.
- 19:05** With the agreement of the employee and Employer, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee time off in lieu thereof at the applicable equivalent overtime rate.
- 19:06** All overtime must be authorized in writing in advance by the appropriate department Manager/Department Head except in emergency situations involving risk or potential damage to the assets of the Gallery.
- 19:07** Where an employee has elected compensation in time for overtime worked, compensatory time earned must be taken within sixty (60) days. Should an employee not use the compensatory time earned within sixty (60) days, the employee shall be compensated in money. This time frame may be extended by a further sixty (60) days by mutual agreement between the employee and the department Manager/Department Head.
- 19:08** **Calls Outside of Regular Business Hours**
It is understood that, from time to time, circumstances at the Gallery may require that employees are telephoned at home outside of regular business hours. It is therefore agreed that:
- (a) A call list will be established in each department where it is warranted.
 - (b) An employee called at home and who is able to respond to the problem by telephone shall be paid one (1) hours pay at regular rates for each call except for subsequent calls which are for the same problem.
 - (c) If the employee is eventually required to come to work with respect to a problem on which they have given advice, they will not be entitled to pay for the calls on which advice was given. They shall be paid a minimum of

three (3) hours pay at the applicable overtime rate as set out in Article 19:03.

- (d) The employee so called will be expected to exercise good judgement in determining whether they are required to report to work to resolve the problem or whether the problem can be resolved by telephone.

Article 20 Holidays and Holiday Pay

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

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

Any other holiday proclaimed by federal or provincial statute.

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

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

Article 21 Vacations and Vacation Pay

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

21:02 An employee who has completed less than one (1) year of continuous employment as of March 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 Article 21:04.

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

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

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

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

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

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

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

Article 22 Leave of Absence

22:01 Bereavement Leave

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

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

22:02 Support Leave

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

22:03 Family Leave

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

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

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

22:04 Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.

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

The employee must give the **Manager of People & Culture** a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this article shall be defined as:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a spouse or common-law partner of the parent; or
 - (iv) Any other person described as family in the applicable regulations of The Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than twenty-eight (28) weeks by giving the **Manager of People & Culture** at least

forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this Section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

- (g) Seniority shall accrue as per Article 8.
- (h) An employee may apply to utilize income protection of up to five (5) days to cover all or part of the Employment Insurance waiting period. An employee may also apply to utilize up to an additional five (5) days of income protection in the week immediately following the discontinuation of payments of Employment Insurance Compassionate Care Benefits.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 22:01.

22:05 An employee may, upon written request, be granted a leave of absence without pay and benefits, for a specific period of up to one (1) year for job related reasons. By mutual agreement, such leave may be extended. An employee granted such a leave of absence shall be returned to the position occupied prior to the leave, or a similar position if the original position is no longer available, with previous seniority maintained, and at the prevailing rate of pay when the leave commenced subject to general increases as negotiated. This clause shall only apply to employees who have been employed for three (3) full calendar years or more with the Employer.

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

Article 23 Sick Leave

23:01 A full-time employee shall accumulate sick leave credits at the rate of one and one-half (1½) working days per month of service to a maximum of one hundred and twenty (120) working days.

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

Article 24 Maternity Leave

- 24:01 In order to qualify, a pregnant employee must:
- (a) Have completed seven (7) continuous months of employment for or with the Employer;
 - (b) Submit to the **Manager of People & Culture** an application in writing for leave at least four (4) weeks (where possible, Employer prefers eight [8] weeks' notice) before the day specified by them in the application as the day on which they intend to commence such leave; and
 - (c) Provide the **Manager of People & Culture** with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.

- 24:02** An employee who qualifies is entitled to and shall be granted maternity leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 24:01(c), or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 24:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
 - (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.
- 24:03** In cases of pregnancy, an employee who provides the **Manager of People & Culture** with proof that they have applied for and is eligible to receive Employment Insurance benefits pursuant to the Employment Insurance Act (1996), shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. The allowance paid shall be the difference between the E.I. benefits, and any other earnings, and ninety-three percent (93%) of the employee's weekly earnings, for a fifteen (15) week period. The employee will continue to receive full accumulation of seniority. The Gallery benefits will remain in effect for the seventeen (17) week period of maternity leave. This leave may be extended by mutual agreement and such leave granted shall be considered a leave of absence.
- 24:04** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) working days of their accumulated sick leave against the Employment Insurance waiting period.
- An employee who has been granted maternity leave will also be permitted to apply up to an additional five (5) days of their accumulated sick leave:
- (a) In the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits, if the employee does not receive Employment Insurance Parental benefits; or

- (b) In the week immediately following the discontinuation of payments of Employment Insurance Parental benefits, if the employee receives Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits.

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

24:06 An employee who applies for and is granted maternity leave in accordance with this Article will be required to return to work at the Gallery for a minimum of fifteen (15) weeks following the leave. Should the employee fail to return to work following the leave, they will be required to reimburse the Gallery for the amount of the maternity leave allowance referenced in Article 24:03.

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

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

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

Article 25 Adoptive Leave

- 25:01** In order to qualify for Adoptive Leave, in the case of adoption of a child less than seven (7) years old, or an individual under mental or physical disability, an employee must:
- (a) Have completed seven (7) continuous months of employment for or with the Employer;
 - (b) Notify the **Manager of People & Culture** of intention to adopt and further must notify the **Manager of People & Culture** as soon as the employee is notified of the adoption date; and
 - (c) Provide the **Manager of People & Culture** with confirmation of adoption from the appropriate authority.
- 25:02** An employee who qualifies is entitled to and shall be granted adoptive leave for a period not exceeding seventeen (17) weeks. The employee may elect to commence the adoptive leave:
- (a) From the day the child comes into the employee's actual care and custody;
 - (b) At any time during, or on the expiry date of, any leave of absence taken by another person in respect of the child; or
 - (c) At any time during the ninety (90) days after the child comes into the employee's actual care and custody.
- 25:03** In cases of an adoption, an employee who has complied with the provisions of Article 25:01 and provides the **Manager of People & Culture** with proof that they have applied for and are eligible to receive Employment Insurance benefits pursuant to the Employment Insurance Act (1996), shall be paid an adoptive leave allowance in accordance with the Supplementary Employment Benefit Plan. The allowance paid shall be the difference between the E.I. benefits, and any other earnings, and ninety-three percent (93%) of the employee's weekly earnings, for a fifteen (15) week period. The employee will continue to receive full accumulation of seniority. Gallery benefits will remain in effect for the seventeen (17) week period of adoptive leave. This leave may be extended by

mutual agreement and such leave granted shall be considered a leave of absence.

25:04 An employee who has been granted adoptive leave shall be permitted to apply up to a maximum of five (5) days of their accumulated sick leave against the Employment Insurance waiting period.

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

25:05 An employee who applies for and is granted adoptive leave in accordance with this Article will be required to return to work at the Gallery for a minimum of fifteen (15) weeks following the leave. Should the employee fail to return to work following the leave, they will be required to reimburse the Gallery for the amount of the adoptive leave allowance referenced in Article 25:03.

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

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

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

Article 26 Parental Leave

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

(a) Have completed seven (7) continuous months of employment; and

- (b) Be the natural mother of a child; or
- (c) Be the natural father of a child, or they must assume actual care and custody of their newborn child; or
- (d) Adopt a child under the law of a province.

- 26:02** An employee who qualifies under Article 26:01 above, shall provide an application in writing for parental leave, specifying the date upon which the employee will commence the leave. Such an application shall be provided at least four (4) weeks in advance of that date.
- 26:03** The employee shall be granted parental leave without pay for a continuous period of up to sixty-three (63) weeks. The employee will continue to receive full accumulation of seniority.
- 26:04** In the event the employee is using only parental leave and has applied for Employment Insurance benefits for parental leave, the employee shall be entitled to use five (5) days of their sick leave credits to be applied against the Employment Insurance waiting period. An employee shall be permitted to use up to five (5) additional days of their sick leave in the week immediately following the discontinuation of Employment Insurance Standard or Extended Benefits. The Employer may request proof that such a waiting period applies. Further, when an employee requests and is granted ten (10) days of sick leave for this purpose, such employee will not be entitled to a further ten (10) days of sick leave pursuant to Article 24:05.
- 26:05** Subject to Article 26:06 below, parental leave must commence no later than eighteen (18) months after the date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 26:06** Unless otherwise approved by the Employer, an employee who takes parental leave in addition to maternity leave must commence the parental leave immediately following the expiry of the maternity leave without a return to work.
- 26:07** An employee who has been granted parental leave shall be placed in their former position when they return to work, unless otherwise mutually agreed. In

the event that the employee's former position is deleted while they are on leave, the employee shall be notified immediately and shall be entitled to all rights and benefits provided in this Agreement as if they were at work.

Article 27 Court Leave/Citizenship Leave

27:01 Leave of absence with pay for the required period of absence shall be granted to an employee who:

- (a) Is summoned for jury selection;
- (b) Is summoned for jury duty;
- (c) Receives a summons or subpoena to appear as a witness in a court proceeding as a result of their position with the Employer;
- (d) Receives a summons or subpoena to appear as a witness in a court proceeding to an accident or assault not occasioned by the employee's private affair;
- (e) Attends their own formal hearing to become a Canadian Citizen **for up to one (1) day; and**
- (f) Attends their own formal hearing or interview to become a permanent resident of Canada for up to one (1) day.**

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

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

Article 28 Health and Welfare Benefits Plan

28:01 The Employer shall continue the plans set out in Schedule A which shall form part of this Collective Agreement and shall not be changed without the agreement of the Union.

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

- 28:02 The Employer will provide employees with an Employee Assistance Program. All costs will be borne by the Employer.
- 28:03 All employees currently eligible for benefits will be reimbursed for up to three hundred dollars (\$300) per **calendar** year for any membership to a fitness or wellness facility.

Article 29 Perks

- 29:01 The Employer will provide annual Gallery Membership for all employees and their immediate family.
- 29:02 The Employer will provide, free of charge, tea and coffee for all employees.
- 29:03 The Employer will provide two (2) passes for Gallery sponsored movies on request.
- 29:04 The Employer will provide a forty percent (40%) discount on Gallery room rentals.

Article 30 Severance

- 30:01 If an employee chooses to retire and be eligible for severance, the Employer will require notice as follows:
- On or before the thirty-first (31st) day of December of the fiscal year prior to the intended date of retirement, the individual will notify **the Manager of People & Culture** of their intent to retire during the upcoming fiscal year.
- The individual may rescind this notice at any time prior to four (4) months' notice being given.
- 30:02 Employees who have completed at least ten (10) years of continuous service with the Employer, whose age plus years of service equal eighty (80), whose services are terminated as a result of retirement, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) week's pay for each year of accumulated service or portion thereof, but the amount of severance pay shall not exceed eight (8) weeks' pay.

- 30:03** Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one (1) week's pay for each year of accumulated service or portion thereof (minimum of two weeks), except in cases of voluntary resignation or dismissal for just cause. Payment shall be made as agreed upon between the employee and Employer, upon receipt by the Employer of a signed release. An employee who has received severance pay and who is re-hired shall not be required to return any portion of such pay to the Employer in the event they subsequently return to work for the Employer, but shall have their seniority cancelled.
- 30:04** The rate of pay referred to in this Article shall be determined on the basis of the last hourly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.
- 30:05** For purposes of interpretation, the severance pay to be paid shall be based on an average of the normal hours of work over the fiscal year.

Article 31 Health and Safety

- 31:01** Where the nature of the work or working conditions so require, the Employer shall supply employees with all tools or safety equipment necessary to carry out the work. Employees shall use or wear such tools or equipment at the direction of the Employer. The Employer shall maintain or replace tools and equipment where necessary, due to normal wear or tear.
- 31:02** 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 32 Technological Change

- 32:01** It is agreed that the provisions of The Labour Relations Act pertaining to Technological Change shall be deemed to be included under the terms of this Collective Agreement.

Article 33 Wages

33:01 The Employer shall pay salaries and wages as set out in Schedule B attached hereto and forming part of this Collective Agreement. Each employee shall be provided semi-monthly with an itemized statement of their wages, overtime and other supplementary pay and deductions. Salaries and wages shall be paid by direct deposit on the fifteenth (15th) and last working day of each month, or the last working day immediately prior where the fifteenth (15th) or last working day of the month falls on a weekend or holiday.

Article 34 Term Employees

34:01 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 **28** referencing membership in group benefit/pension plans. Where the term of employment terminates at the end of a specified term or the completion of a specific job:

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

34:02 Term employees whose employment period does not exceed a period of ninety (90) working days (six-hundred thirty [630] working hours) shall not be subject to the terms and conditions of the Agreement. The Employer will not artificially hire and rehire for the purposes of the extension of this type of employment.

34:03 Term employees under student employment grants or similar programs are not subject to a pay schedule under the terms of the Collective Agreement.

Article 35 Duration and Retroactivity

- 35:01 (a) This Collective Agreement shall be in full force from **October 1, 2024** until **September 30, 2026**.
- (b) The provisions of the Collective Agreement shall continue in effect following the expiry date until replaced by a new agreement or until the declaration of a strike or lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least fourteen (14) days' written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least fourteen (14) days' written notice as to the intended time and date of a lockout.
- 35:02 Should either party desire to propose changes to this Collective Agreement, they shall give notice in writing to the other party not more than ninety (90) days and not less than thirty (30) days prior to the date of termination. Within thirty (30) days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Collective Agreement.
- 35:03 This Collective Agreement may be amended during its term by mutual agreement.
- 35:04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Collective Agreement and further no employee in the unit shall strike during the term of this Collective Agreement.
- 35:05 Retroactive pay adjustments and increments for the period between the expiration of the previous Collective Agreement and the ratification date will be paid to all employees within sixty (60) days of ratification.

Article 36 Contracting Out

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

Article 37 Safe and Healthy Workplace

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

Article 38 Casual Employees

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

- 38:01 Casual employees are paid in accordance with the wages specified in Schedule B. Increments will be earned in accordance with the number of hours worked.
- 38:02 Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19:02.
- 38:03 Casual employees required to work on a holiday as defined in Article 20:01 shall be paid at the rate of time and one-half (1½x) their basic rate of pay.
- 38:04 Casual employees shall receive vacation pay semi-monthly at the rate prescribed in The Employment Standards Act of Manitoba.
- 38:05 Casual employees shall receive one **paid** fifteen (15) minute rest period for every three (3) **consecutive** hours worked.
- 38:06 Casual employees who have reached two hundred fifty (250) hours in a calendar year shall be reimbursed for up to three-hundred dollars (\$300) per year for any membership to a fitness or wellness facility.
- 38:07 No casual employee shall be disciplined or terminated without just cause except for those on probation or those who have not worked for forty-five (45) consecutive days.
- 38:08 If a casual employee who has been terminated in accordance with Article 38:07 is rehired as a casual employee within twelve (12) months, the casual employee will receive seniority for the employee's previous casual service.
- 38:09 The following articles shall apply to casual employees: Article 4, Union Security; Article 7, Probation; Article 12, Grievance Procedure; and Article 37, Safe and Healthy Workplace.

Schedule A Benefits

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

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

Schedule B Salary Schedule

Effective October 1, 2024

Class	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	Bartenders	31,213	32,742	34,271	35,854	37,419	39,003	39,985
	Building Maintenance Assistant	17.15	17.99	18.83	19.70	20.56	21.43	21.97
	Custodian							
	Front Desk Receptionist							
	Gallery Shop Sales							
	Studio Receptionist							
2	n/a	33,397	35,090	36,709	38,347	40,040	41,714	42,752
		18.35	19.28	20.17	21.07	22.00	22.92	23.49
3	Audio/Visual Technician	35,708	37,456	39,312	41,077	42,825	44,645	45,755
	Event Lead/Program Lead	19.62	20.58	21.60	22.57	23.53	24.53	25.14
	Learning Facilitator							
	Virtual Learning Facilitator							
4	Building Maintenance Coordinator	38,238	40,095	42,042	43,953	45,846	47,757	48,958
	Collections & Exhibitions & Museum Services Assistant	21.01	22.03	23.10	24.15	25.19	26.24	26.90
	Engagement, Advancement, Indigenous Ways & Learning Assistant							
	Matting/Framing Technician							
	Retail Operations Administrator							
	Studio Programs Technician							
5	Advancement Administrator	41,223	43,316	45,373	47,466	49,449	51,579	52,871
	AV Administrator	22.65	23.80	24.93	26.08	27.17	28.34	29.05
	Digital Media Administrator							
	Gallery Technician/Installations							
	Gallery Technician, Vaults							
	Learning Administrator							
	Rental Administrator							
Studio & Education Administrator								
6	Exhibitions & Loans Administrator	44,608	46,792	49,067	51,269	53,508	55,728	57,130
	Finance Administrator	24.51	25.71	26.96	28.17	29.40	30.62	31.39
	Lead Technician, Installations							

Class	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7	Assistant Curator	49,067	51,470	53,908	56,384	58,786	61,298	62,826
	Assistant Curator of Indigenous and Contemporary Art	26.96	28.28	29.62	30.98	32.30	33.68	34.52
	Designer							
	Finance Supervisor							
	Indigenous Learning Coordinator							
	Learning Coordinator							
	Public Relations Officer							
8	Registrar							
	Studio Coordinator							
8	Conservator	54,418	57,166	59,805	62,553	65,283	67,941	69,633
	Rentals Coordinator	29.90	31.41	32.86	34.37	35.87	37.33	38.26
9	Curator	61,498	64,574	67,649	70,707	73,746	76,986	78,915
	Curator of Inuit Art	33.79	35.48	37.17	38.85	40.52	42.30	43.36

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 the completion of **one thousand six hundred fifty (1,650)** working hours.

Effective October 1, 2025

Class	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	Bartenders	32,141	33,725	35,290	36,928	38,548	40,167	41,187
	Building Maintenance Assistant	17.66	18.53	19.39	20.29	21.18	22.07	22.63
	Custodian							
	Front Desk Receptionist							
	Gallery Shop Sales							
	Studio Receptionist							
2	n/a	34,398	36,145	37,820	39,494	41,241	42,970	44,026
		18.90	19.86	20.78	21.70	22.66	23.61	24.19
3	Audio/Visual Technician	36,782	37,482	39,338	41,106	42,856	44,677	45,774
	Event Lead/Program Lead	20.21	21.20	22.25	23.25	24.24	25.27	25.89
	Learning Facilitator							
	Virtual Learning Facilitator							
4	Building Maintenance Coordinator	39,385	41,296	43,298	45,263	47,229	49,195	50,432
	Collections & Exhibitions & Museum Services Assistant	21.64	22.69	23.79	24.87	25.95	27.03	27.71
	Engagement, Advancement, Indigenous Ways & Learning Assistant							
	Matting/Framing Technician							
	Retail Operations Administrator							
	Studio Programs Technician							
5	Advancement Administrator	42,461	44,608	46,738	48,885	50,942	53,126	54,454
	AV Administrator	23.33	24.51	25.68	26.86	27.99	29.19	29.92
	Digital Media Administrator							
	Gallery Technician/Installations							
	Gallery Technician, Vaults							
	Learning Administrator							
	Rental Administrator							
Studio & Education Administrator								
6	Exhibitions & Loans Administrator	45,955	48,194	50,541	52,816	55,110	57,403	58,841
	Finance Administrator	25.25	26.48	27.77	29.02	30.28	31.54	32.33
	Lead Technician, Installations							

Class	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7	Assistant Curator	50,541	53,017	55,528	58,076	60,551	63,136	64,719
	Assistant Curator of Indigenous and Contemporary Art Designer	27.77	29.13	30.51	31.91	33.27	34.69	35.56
	Finance Supervisor							
	Indigenous Learning Coordinator							
	Learning Coordinator							
	Public Relations Officer							
	Registrar							
	Studio Coordinator							
8	Conservator	56,056	58,877	61,607	64,428	67,249	69,979	71,726
	Rentals Coordinator	30.80	32.35	33.85	35.40	36.95	38.45	39.41
9	Curator	63,336	66,503	69,688	72,836	75,967	79,297	81,281
	Curator of Inuit Art	34.80	36.54	38.29	40.02	41.74	43.57	44.66

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 the completion of **one thousand six hundred fifty (1,650)** working hours.

Schedule C Letter of Understanding

between

Winnipeg Art Gallery

and

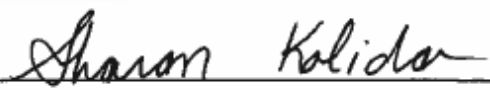
Manitoba Government and General Employees' Union

Re: Volunteers

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

Signed this 15 day of May, 2025.


On behalf of Winnipeg Art Gallery


On behalf of Manitoba Government and
General Employees' Union

Schedule D Letter of Understanding

between

Winnipeg Art Gallery

and

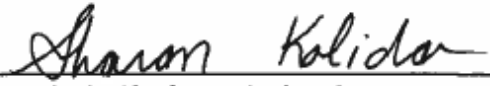
Manitoba Government and General Employees' Union

Re: Job Sharing

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

Signed this 15 day of May, 2025.


On behalf of Winnipeg Art Gallery


On behalf of Manitoba Government and
General Employees' Union

Schedule E Memorandum of Agreement

between

Winnipeg Art Gallery

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.

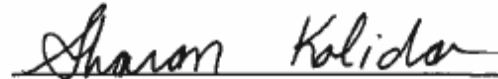
However, it is acknowledged that, during this period, the Employer may require minimal staff coverage. In making this determination, as it pertains to the Winnipeg Art Gallery services and the number of staff members required, the Employer will act in a reasonable manner.

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

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

Signed this 15 day of May, 2025.


On behalf of Winnipeg Art Gallery


On behalf of Manitoba Government and
General Employees' Union

Schedule F Memorandum of Agreement

between

Winnipeg Art Gallery

and

Manitoba Government and General Employees' Union

Re: Changes to Classification and Step Levels


The parties agree as follows:

Effective October 1, 2024, employees currently in Class 1 will be moved to Class 2, retaining their current Step level. Class 1 will be eliminated, and all remaining Classes will be renumbered sequentially.

Effective October 1, 2024, a new Step 7 shall be applied to all classifications under the Winnipeg Art Gallery Collective Agreement with a two-point-five percent (2.5%) increase applied above the current final Step (Step 6). Members currently at Step 6 will transition directly to Step 7 upon its implementation.

Signed this 15 day of May, 2025.


On behalf of Winnipeg Art Gallery


On behalf of Manitoba Government and
General Employees' Union

Schedule G Memorandum of Agreement

between

Winnipeg Art Gallery

and

Manitoba Government and General Employees' Union

Re: Wages

The parties agree to the following general wage increases:

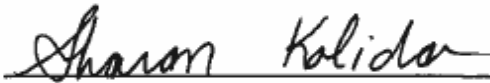
October 1, 2024: 2.0%

October 1, 2025 3.0%

Signed this 15 day of May, 2025.



On behalf of Winnipeg Art Gallery



On behalf of Manitoba Government and
General Employees' Union

Schedule H Memorandum of Agreement

between

Winnipeg Art Gallery

and

Manitoba Government and General Employees' Union

Re: Leaves Referenced in the Employment Standards Code of Manitoba

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

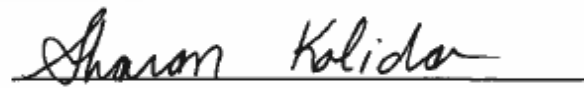
Standards Code of Manitoba, including but not limited to:

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

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

Signed this 15 day of May, 2025.


On behalf of Winnipeg Art Gallery


On behalf of Manitoba Government and
General Employees' Union

Schedule I Memorandum of Agreement

between

Winnipeg Art Gallery

and

Manitoba Government and General Employees' Union

Re: 2-year Term Employment-Custodial Positions

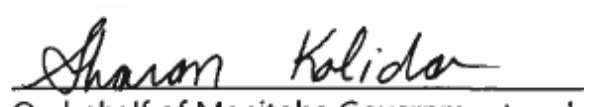
The Winnipeg Art Gallery and the Manitoba Government and General Employees' Union agree that commencing May 1, 2024:

- (a) The Employer will introduce a 2-year term position of Custodian per attached job description.
- (b) The 2-year term position will be assessed by the Employer throughout the term and, after the 2-year term, will either be permanently included in the bargaining unit or revert back to a contracted service. Notification of a change will occur at the end of the two (2) years or within one (1) month notice in writing to the Union.
- (c) This position will be classified as Class 1.
- (d) This position will be a member of the bargaining unit entitled to all rights and benefits.

Compensation and benefits will be in line with the collective bargaining agreement.

Signed this 15 day of May, 2025.


On behalf of Winnipeg Art Gallery


On behalf of Manitoba Government and
General Employees' Union

Schedule J Memorandum of Agreement

between

Winnipeg Art Gallery

and

Manitoba Government and General Employees Union

Re: Substitution of Paid Holidays for Personal Significant Days

Employees shall be eligible to request up to three (3) Personal Significant Days in lieu of paid holidays identified in Article 20:01 each calendar year.

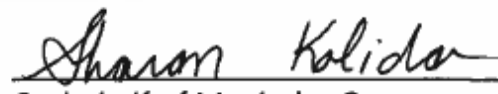
Employees must submit a written request to their Department Head within fifteen (15) days after June 1, 2025. In the subsequent year, requests must be submitted within fifteen (15) days after the start of the fiscal year or thirty (30) days after the start of their employment. Approval for the substitution shall be granted by the Department Head without undue delay, except in cases where operational requirements necessitate otherwise.

The holidays eligible for substitution are as follows:

- **Louis Riel Day**
- **Victoria Day**
- **Terry Fox Day**
- **Thanksgiving Day**

Signed this 15 day of May, 2025.


On behalf of Winnipeg Art Gallery


On behalf of Manitoba Government and
General Employees' Union

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

Signed this 15 day of May, 2025.



On behalf of Winnipeg Art Gallery


On behalf of Manitoba Government and General Employees' Union


On behalf of Winnipeg Art Gallery


On behalf of Manitoba Government and General Employees' Union


On behalf of Winnipeg Art Gallery


On behalf of Manitoba Government and General Employees' Union