

English version

COLLECTIVE AGREEMENT

BETWEEN:

CUPE

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 500**

- AND -

LE MUSÉE DE SAINT-BONIFACE MUSEUM

TERM OF AGREEMENT:

January 1, 2015 to December 31, 2016

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE 1 – DEFINITIONS.....	1
ARTICLE 2 – UNION RECOGNITION	3
ARTICLE 3 – CHECK-OFF	3
ARTICLE 4 – NO DISCRIMINATION	4
ARTICLE 5 – GRIEVANCE PROCEDURE.....	4
ARTICLE 6 – ARBITRATION.....	5
ARTICLE 7 – DISCHARGE, SUSPENSION AND DISCIPLINE	6
ARTICLE 8 – SENIORITY.....	6
ARTICLE 9 – POSTING OF POSITIONS	8
ARTICLE 10 – HOURS OF WORK.....	8
ARTICLE 11 – OVERTIME.....	8
ARTICLE 12 – PAID PUBLIC HOLIDAYS.....	9
ARTICLE 13 – VACATION.....	10
ARTICLE 14 – SICK LEAVE	12
ARTICLE 15 – LEAVES OF ABSENCE.....	13
ARTICLE 16 – PAYMENT OF WAGES.....	15
ARTICLE 17 – LONG SERVICE PAY.....	16
ARTICLE 18 – JOB DESCRIPTIONS AND RECLASSIFICATIONS.....	16
ARTICLE 19 – BULLETIN BOARDS.....	17
ARTICLE 20 – PRINTING OF AGREEMENT	17
ARTICLE 21 – TERM OF AGREEMENT.....	17
ARTICLE 22 – BOOT ALLOWANCE	17
ARTICLE 23 – LABOUR MANAGEMENT COMMITTEE	17
ARTICLE 24 – BENEFITS.....	18
ARTICLE 25 – PERSONAL LEAVE.....	20
ARTICLE 26 – EXCLUDED POSITIONS.....	20
APPENDIX “A” – WAGE RATES	21

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 2016.

BETWEEN:

MUSÉE DE SAINT-BONIFACE MUSEUM
(hereinafter referred to as the "Museum")

Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
(hereinafter referred to as the "Union")

Party of the Second Part

PREAMBLE

WHEREAS it is the purpose of both parties to this Agreement:

- (a) to maintain and improve harmonious relations and settled conditions of employment between the Museum and the Union,
- (b) to recognize the mutual value of joint discussions in all matters pertaining to this Agreement,
- (c) to encourage efficiency in operations,
- (d) to promote the morale and well-being of employees,

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.01 Plural or Feminine Terms

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

1.02 Full-Time Employee

Means an employee of the Museum who is assigned to work thirty-five (35) hours per week on a regular basis and who has **completed** the probationary period of **four hundred and twenty (420) hours of work.**

1.03 Regular Part-Time Employee

Means an employee of the Museum who is regularly scheduled to work **less than thirty-five (35) hours per week** and has completed **the probationary period of four hundred and twenty hours (420) hours of work.**

1.04 Casual Employee

Means an employee of the Museum who is assigned to work on a casual, as required basis.

Means an employee of the Museum who is hired to meet specific needs, one-off or episodic in nature. The occasional employee does not work more than sixty-three (63) days or five hundred and four (504) hours during an operating year.

Wherever practicable and when appropriate, an occasional employee shall be used only when an employee having seniority in the same classification cannot meet the specific need.

1.05 Probationary Employee

Means an employee of the Museum who is in the process of fulfilling the **four hundred and twenty (420) hours** probationary requirement or **one thousand eight hundred and twenty (1,820) hours of work.**

1.06 Probationary Requirement

Means an accumulation of **four hundred and twenty (420) hours** for a **full-time, part-time or casual employee.**

1.07 Term employee

Means an employee of the Museum who works for a specific period of time but that does not exceed **twelve (12) months, whether full time or part time.**

1.08 Summer Student

Means an employee of the Museum who works for a specific period of time, according to the requirements and with the support of external subsidy programs. Summer student hours of work do not apply to the banking of hours for seniority purposes or those which determine the benefits entitlement.

1.09

Volunteer

A volunteer is an individual who participates duly in the Museum Volunteer Program. The volunteer provides support that enhances or improves the capacities of the Museum but that does not replace the work of members covered by the collective agreement.

ARTICLE 2 – UNION RECOGNITION

- 2.01 The Museum recognizes the Union as the sole and exclusive bargaining agent for all employees included in Manitoba Labour Board Certificate No. MLB 3843 issued under the *Labour Relations Act* on the 23rd day of March, 1984.
- 2.02 Union officers and committee members shall be entitled to investigate and process grievances, attend meetings with the Museum regarding grievances and negotiations, and participate in arbitrations, with no loss of salary. Permission to investigate grievances must first be obtained from the Director and shall not be unreasonably withheld.

ARTICLE 3 – CHECK-OFF

- 3.01 The Museum agrees to deduct the amount of dues and assessments as determined from time to time by the Union from the salaries of each and every employee covered by this Agreement.
- 3.02 Deductions shall be forwarded to the Secretary-Treasurer of the Union in one cheque, no later than the tenth day of the month following which the deductions were made and shall be accompanied with a list of names of the employees from whom the deductions were made and the amount so deducted from each employee's salary.
- 3.03 At the time that income tax (T-4) slips are made available, the Museum shall indicate the amount of dues and assessments paid by each employee in the previous year.
- 3.04 In consideration of these premises, and of the Museum making the compulsory check-off of union dues as herein provided, the Union agrees to and does hereby indemnify and save the Museum harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the Museum by reason of the Museum making the compulsory check-off of union dues provided for in subsection 3.01 hereof.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Museum agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, sexual orientation, nor by reason of his membership or activity in the Union.

In recognition of the mandate of the Musée de Saint-Boniface Museum, all employees will be required to be bilingual in Canada's two official languages.

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.01 A grievance shall be defined as any difference arising out of the interpretation, administration, or alleged violation of this Agreement, or a case where an employee feels he has been unjustly dealt with through the administration of this Agreement.

- 5.02 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

Within ten (10) working days of the event in question, or the consequences of the event in question, or from the time an employee should reasonably have known of the event in question, the aggrieved employee shall seek to settle the matter verbally with the Director who shall render a **written** decision within three (3) working days.

Step 2

Failing satisfactory settlement being reached at Step 1, the Union may, within fifteen (15) working days of receiving the Director's decision, appeal the decision in writing to the Museum Board for report and decision at the next regular meeting of the Board. The Union shall be afforded the opportunity of appearing at the Board. The decision of the Board shall be communicated, in writing, to the Union within ten (10) working days of its meeting.

Step 3

Failing satisfactory settlement of the matter in Step 2 the Union may, within forty-five (45) working days of receiving the Board's decision, refer the matter to Arbitration in accordance with **Article 6** hereof.

- 5.03 The Union and its Representative shall have the right to originate a policy grievance on behalf of an employee or group of employees, or on its own behalf. Such Union grievance shall commence at Step 2.
- 5.04 An employee processing a grievance shall be entitled to the assistance of a Union Representative, if he so desires.

ARTICLE 6 – ARBITRATION

- 6.01 Should satisfactory settlement not be achieved through the grievance procedure, either party may refer the dispute to Arbitration.
- 6.02 Referral to arbitration by either party shall be made by registered mail to the other party to this Agreement.
- 6.03 Where both parties agree in writing, the Board of Arbitration shall consist of a single arbitrator.
- 6.04 In the event either party does not agree to a single arbitrator within ten (10) working days of referral to Arbitration, the party originating the referral shall notify the other party of its nominee to the Board of Arbitration. Within ten (10) working days thereafter, the other party shall reply indicating its nominee to the Board of Arbitration. The two (2) nominees shall then select an impartial Chairperson.
- 6.05 If the recipient of the referral to Arbitration fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairperson, within ten (10) working days of appointment, the appointment shall be made by the Manitoba Labour Board, upon request of either party.
- 6.06 The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration. The decision shall be final, binding, and enforceable on all parties. The Board of Arbitration shall not have the power to change this Agreement, or to modify, alter, or amend any of its provisions. However, the Board of Arbitration shall have the power to amend a grievance, modify penalties, or dispose of any discharge or discipline grievance by any arrangement which it deems just and equitable.

- 6.07 Each party shall pay the fees and expenses of its nominee and one-half (½) the fees and expenses of the Chairperson of the Board of Arbitration.

ARTICLE 7 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 7.01 An employee may be disciplined, suspended, or discharged only for just and sufficient cause. This subsection does not apply to any employee who has not fulfilled the probationary requirements as set out in Article 1.
- 7.02 Any disciplinary action taken by the Museum, including written or verbal reprimands, must immediately be communicated to the employee and the Union, with full disclosure of the reason, grounds for action, and/or penalty.
- 7.03 An employee shall have the right at any time to have access to and review his personnel record.

ARTICLE 8 – SENIORITY

- 8.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Museum prior to certification.
- 8.02 In order to maintain seniority, an employee must work a minimum of two hundred and fifty (250) hours in a calendar year.
- 8.03 The Museum shall keep up to date separate seniority lists for full-time and regular part-time employees and for casual employees, on completion of their respective probationary period. Seniority **shall be determined separately** for regular and casual employees. Seniority lists shall be posted in January of every year on the bulletin boards with one (1) copy to be supplied to the Union.
- 8.04 A newly hired employee shall be on probation for the first **four hundred and twenty (420) hours of work**. On successful completion of the probationary period as defined in Article 1 herein, an employee shall be placed on staff, his name shall be placed on the appropriate seniority list, and his seniority shall date back to his last date of hire.
- 8.05 a) Seniority will terminate if an employee:
- i) resigns;
 - ii) is discharged and not reinstated under the grievance or arbitration procedure;
 - iii) is laid off for more than twenty-four (24) consecutive months;
 - iv) fails to report for duty **as expected**;

- v) fails to report to work as scheduled at the end of a leave of absence, vacation, suspension or layoff without an explanation satisfactory to the Museum.

b) Seniority will continue to accrue if an employee:

- i) is on any period of paid hours;
- ii) is on any unpaid leave of absence up to a maximum of four (4) weeks;
- iii) is on any period of WCB benefits or LTD benefits up to a maximum of twenty-four (24) months;
- iv) is on approved maternity leave, parental leave, adoption leave, citizenship court leave, bereavement leave or compassionate care leave; or
- v) is on any period of Union leave up to a maximum of six (6) months.

c) Seniority will be retained but will not accrue if an employee:

- i) is on any unpaid leave of absence longer than four (4) weeks;
- ii) is on any period of WCB benefits or LTD benefits for more than twenty-four (24) months;
- iii) is on any period of Union leave for more than six (6) months; or
- iv) is laid off up to a maximum of twenty-four (24) months.

8.06 Where the qualifications of full-time and regular part-time employees are relatively equal, seniority with the Museum shall govern in cases of lay-off, promotions, reduction of hours and recall.

8.07 Full-time or regular part-time employees will not be laid off or have their hours reduced until all casual and probationary employees have been laid off.

Employees shall be recalled in order of their seniority, providing they are qualified to do the work.

8.08 No new employees will be hired until:

- (a) those laid off have been given the opportunity of re-employment (within twelve (12) months of the date of the layoff);
- (b) those who have had their hours reduced are given the opportunity to regain lost hours in order of their seniority.

8.09 In the event of a layoff, or reduction in hours, employees shall receive four (4) weeks' notice, or pay in lieu of such notice.

8.10 In assigning work to casual employees, the major criteria governing selection shall be greatest suitability for the work to be performed. The parties recognize the desirability of providing increased opportunity for work to casual employees with longest service.

8.11 When a **casual** or part-time employee is granted a full-time position, provided there is no break in service, their current seniority will be applied to their new position.

ARTICLE 9 – POSTING OF POSITIONS

9.01 When a full-time vacancy occurs, or a new full-time position is created, to which the senior employee is not automatically promoted, the Museum shall post notice of the position in the Museum's offices, in order that all employees will be made aware of the vacancy or new position. Such notice shall be posted for at least seven (7) working days prior to making an appointment to the position.

9.02 Such notice shall include the nature of the position, qualifications, required knowledge, ability, and skills and wage rates.

9.03 The successful applicant shall have a trial period of **four hundred and twenty (420) hours**. In the event he proves unsatisfactory during the trial period, he shall be returned to his former position without loss of seniority. Also, if he requests to do so, he shall be returned to his former position during the trial period, without loss of seniority.

ARTICLE 10 – HOURS OF WORK

10.01 The regular hours of work for all employees shall be no more than an average of thirty-five (35) hours per week and no more than an average of seven (7) hours per day, **except if the employer and the employee agree**. Wherever possible, days off shall be consecutive. Hours worked shall be consecutive wherever possible except for the lunch period.

10.02 The hours of work for part-time and casual employees shall be those required by the Museum to maintain an efficient operation and provide service to the public.

ARTICLE 11 – OVERTIME

11.01 All work performed **beyond** a full-time employee's regular hours of work or on a full-time employee's day off shall be considered as overtime.

- 11.02 Overtime for part-time or casual employees shall be after eight (8) hours per day or forty (40) hours per week.
- 11.03 All overtime shall be compensated for at time and one-half (1 ½ x).
- 11.04 An employee shall not be required to lay off during regular hours to equalize any overtime worked.
- 11.05 Full-time and regular part-time employees will have the option of being paid for overtime or accumulating overtime up to a maximum of the equivalent of thirty-five (35) hours at straight time. Overtime credits **should** be taken as time off. **In this case, the leave will be taken** at a time mutually agreed between the Museum and the employee. Any time off not taken by December 31st of any year will be paid out by the Museum.

ARTICLE 12 – PAID PUBLIC HOLIDAYS

- 12.01 The following days shall be observed and compensated in time off as public holidays:

- (a) New Year's Day
- (b) Louis Riel Day
- (c) Good Friday
- (d) Easter Monday
- (e) Day fixed for celebration of Queen's Birthday
- (f) St. Jean Baptiste Day (June 24)
- (g) Canada Day
- (h) Annual Civic Holiday
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day

and any other day proclaimed as a holiday by the Municipal, Provincial or Federal Government.

In lieu of St. Jean Baptiste Day (June 24), one (1) additional day will be recognized as a float holiday. The selection of which day will be taken as a holiday shall be by mutual agreement between the Museum and the employee.

- 12.02 If any of the above public holidays should fall on a Saturday or Sunday, in the case of those employees who would not normally work that Saturday and/or Sunday, or who do not regularly work on public holidays, the holiday shall be

observed on the first following working day or as mutually agreed between the Museum and the employee.

- 12.03 When a public holiday comes in the course of an employee's regular annual vacation, **no vacation credit shall be used on that day.**
- 12.04 When a public holiday falls on an employee's day off, he shall receive a day off with pay in lieu, at a time chosen by mutual agreement between the Museum and the employee.
- 12.05 For casual employees, **the public holiday pay** will be calculated as five percent of an employee's total wages in the four-week period immediately before the holiday. Such employee who works on a public holiday shall receive, in addition to her regular payment for the holiday, payment at the rate of time and one-half for all hours worked on the holiday.
- 12.06 An employee is not entitled to pay for a public holiday in which he has absented himself from work without consent either on the regular working day immediately preceding or following the public holiday.
- 12.07
- (a) An employee is entitled to holiday pay and it will be calculated as five percent of an employee's total wages in the four-week period immediately before the holiday. Such employee who works on a public holiday shall receive, in addition to her regular payment for the holiday, payment at the rate of time and one-half (1½) for all hours worked on the holiday.
 - (b) If a public holiday falls on a day that would normally be a work day for an employee and the employee does not work on the holiday but works on another day in the same week that would normally be the employee's day off, the Museum shall pay the employee the overtime wage rate for the hours worked on that other day.
 - (c) An employee who works on a public holiday and is eligible to be paid wages for a public holiday shall be paid not less than his or her regular wages for the day and, in addition, the overtime wage rate for the hours worked on the holiday.

This Article 12.07 does not apply to St. Jean Baptiste Day.

ARTICLE 13 – VACATION

- 13.01 Full-time and part-time employees who accumulate greater than one thousand eight hundred and twenty (1,820) hours of work per calendar year shall earn vacation entitlements as follows:

- Less than one (1) year – **Two (2) weeks** (four percent (4%) of earnings).
- **Upon** their first anniversary of accumulated service and each year thereafter – three (3) weeks (six percent [6%] of earnings).
- **Upon** their fourth anniversary of accumulated service and each year thereafter – four (4) weeks (eight percent [8%] of earnings).
- **Upon** their tenth anniversary of accumulated service and each year thereafter – five (5) weeks (ten percent [10%] of earnings).
- **Upon** their twentieth anniversary of accumulated service and each year thereafter – six (6) weeks (twelve percent [12%] of earnings).
- **Upon** their twenty-fifth anniversary of accumulated service and each year thereafter – seven (7) weeks (fourteen percent [14%] of earnings).
- **Upon their thirtieth anniversary of accumulated service and each year thereafter – seven (7) weeks and three (3) days (sixteen percent [16%] of earnings).**

13.02 Casual employees **and summer students** shall receive vacation pay on each pay cheque, in accordance with their length of service, as provided in subsection 13.01. **In order to determine the length of service for these employees, one year is based on an accumulation of one thousand eight hundred and twenty (1,820) hours.**

13.03 Where an employee qualified for sick leave, bereavement leave, or any other approved leave during his vacation, there shall be no deduction from **annual** vacation credits for such absence.

13.04 Employees shall be entitled to apply for an advance of wages due to any pay day occurring during their vacation period, such advance to be paid on the last working day prior to vacation.

13.05 Vacation pay shall be at the employee's regular salary. However, the vacation pay of any employee who has been engaged in higher rated work shall be pro-rated on the basis of completed months of service in the higher rated work.

13.06 The Director shall be responsible for arranging the vacation schedule by April 30th, taking into consideration requests received from employees before April 15th.

ARTICLE 14 – SICK LEAVE

- 14.01 Sick leave shall be defined as the period of time an employee is absent from work by virtue of being sick or disabled or under examination or treatment of a physician, dentist, chiropractor or psychologist, or because of an accident for which compensation is not payable under the *Workers Compensation Act*. A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. No deductions will be made for sick leave absences of two (2) hours or less to a maximum of six (6) such absences per calendar year.
- 14.02 Full-time and regular part-time employees who have fulfilled the initial probationary requirements shall accumulate sick leave credits at the rate of one and one-quarter (1 ¼) days per month worked to a maximum accumulation of one hundred and twenty-six (126) days at any one time. (For purposes of this subsection, a month means twenty-one (21) working days.)
- 14.03 Any employee of the Museum may be required at any time to provide medical certification documenting his fitness to carry out the duties of his position or that he was unable to carry out his duties due to illness. Such certificate may be subject to confirmation by medical official approved by the Board.
- 14.04 Full-time and regular part-time employees will be allowed to utilize up to five (5) days per year from accumulated sick leave credits for the purpose of providing care for a spouse or dependent child, parent, step-child or a person to whom the member is a primary caregiver who is ill. In cases of suspected abuse, the Museum may require proof of illness of the family member as in 14.03 above.
- 14.05 Where an employee has exhausted all sick leave credits, a written request may be submitted to the Director to utilize for sick leave purposes, any overtime or vacation credits available to him.
- 14.06 **Sickness While on Vacation**
- Where an employee on vacation becomes ill to the extent that she requires the services of a medical practitioner or licensed chiropractor, provided such illness is shown to be in excess of three (3) days, the employee shall be allowed to use his/her sick leave credits for the period the medical practitioner or licensed chiropractor states she would have been unable to carry out her duties at work. The employee will be required to produce a medical or chiropractic certificate for the period claimed as sick leave.
- 14.07 **Discretionary Leave**
- In addition to sick leave all eligible employees may use one (1) day of sick leave per year as discretionary leave providing they have sick leave credits. The employee will give the Museum as much notice as possible as to the day to be

taken as discretionary leave. Unused discretionary leave may not be carried over from year to year.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Bereavement Leave

- (a) An employee who has completed her probationary period in accordance with Article 8.04 shall, at her request, be granted **five (5)** regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, wife, husband, brother, sister or child, including child of a registered common-law spouse.
- (b) An employee who has completed her probationary period in accordance with Article 8.04 shall, at her request, be granted up to two (2) regularly scheduled consecutive work days leave without loss of salary or wages for purposes of making arrangements for and/or attending a funeral in the case of death of a mother-in-law, father-in-law, including mother or father of a registered common-law spouse, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law or sister-in-law including brother or sister of a registered common-law spouse.

15.02 In certain circumstances where the funeral is delayed an employee may request to separate the day's leave to coincide with the date of service.

15.03 Half a day shall be granted without loss of salary or benefits to attend a funeral as a pallbearer or mourner.

15.04 Maternity Leave

- (a) The Museum shall grant maternity leave to a female employee who has completed six (6) months' service with the Museum and who submits an application in writing to the Director for a leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and who provides her employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (b) The maternity leave shall consist of a period, not exceeding twenty (20) weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned above, or a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

- (c) The maternity leave granted shall commence no earlier than fourteen (14) weeks preceding the estimated date of delivery and shall terminate no later than fifty-two (52) weeks following the actual date of delivery.
- (d) Maternity leave shall be considered as leave of absence without pay.
- (e) Sick leave credits will not accrue for any period of time the employee is absent on maternity leave.
- (f) The employee returning to work after maternity leave shall provide the Museum with at least two (2) weeks' notice prior to the date of returning to work. On return from maternity leave, the employee will be placed in her position. If her position is no longer available, the employee will be placed in a position comparable to and at not less than the same wages as her position prior to her commencement of maternity leave and without loss of seniority benefits which had accumulated at the date of her departure.
- (g) The Museum may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.
- (h) Dental coverage shall continue for three (3) months after date of confinement.

15.05

Parental Leave

- (a) The Museum will grant a Leave of Absence not to exceed fifty-two (52) continuous weeks to any employee who has completed twelve (12) months of service with the Museum for the purpose of the actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing, stating the duration of leave requested, to the Director for Parental Leave at least four (4) weeks before the day on which leave is intended to commence except in the case of an employee intending to take Maternity Leave in which case the employee shall submit her application for Parental leave at the same time as his/her application for Maternity Leave.
- (b) Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work after expiry of the Maternity Leave and before commencement of the Parental Leave.
- (c) Parental Leave shall be considered Leave of Absence without pay.

- (d) Sick Leave credits will not accrue for any period of time the employee is absent on Parental Leave.
- (e) The employee returning to work after Parental Leave shall provide the Museum with at least four (4) weeks' notice in writing prior to the date of returning to work except in the case of an employee taking more than seventeen (17) weeks' Parental Leave, in which case at least twelve (12) weeks' notice in writing shall be required.
- (f) On return from Parental Leave, the employee will be placed in her position. If her position is no longer available, the employee will be placed in a comparable position at not less than the same wages as her position prior to commencement of Parental Leave and without loss of seniority which had accumulated at the date of her departure.
- (g) An employee on Parental Leave shall remain eligible for promotion providing the employee is available when required by the Department.

15.06 When an employee is subpoenaed as a witness or for jury duty, he shall be granted leave of absence without loss of salary or benefits. The employee shall turn over to the Museum the payment received for such services, excluding payment for travelling, meals or other expenses.

15.07 Upon approval of the Director, an employee may be granted leave of absence with full salary and benefits to attend Union schools, conferences, or conventions. The Union shall reimburse the Museum for the cost of all such salary and benefits upon receiving a statement of account from the Museum. Such leave may, at the employee's request, be without pay and benefits.

15.08 The Museum may grant leave of absence without pay and without loss of seniority for compassionate or other very special reasons, where in the opinion of the Director such leave will not adversely affect the operation of the Museum.

15.09 Employees on authorized leave of absence without pay will, on request, be allowed to pay the fringe benefits (both the Museum and employee shares) as provided in this Agreement within the policies and regulations governing such benefits.

ARTICLE 16 – PAYMENT OF WAGES

16.01 The wage rates for the period of this Agreement shall be as set out in Appendix "A" which shall form part of this Agreement.

- 16.02 When an employee is assigned to a higher rated position within the bargaining unit, he shall immediately receive the rate for that position and will be placed at the step that provides for an increase.
- 16.03 Employees shall be paid bi-weekly every second Friday. If a pay day falls on a public holiday, then the pay day shall be on the preceding working day.

ARTICLE 17 – LONG SERVICE PAY

- 17.01 Upon the approval of the Director, all employees who have demonstrated good performance during the year will receive service pay for each month worked as follows:

\$8.00 per month after completion of 5 years' service.
\$16.00 per month after completion of 10 years' service.
\$24.00 per month after completion of 15 years' service.
\$32.00 per month after completion of 20 years' service.
\$40.00 per month after completion of 25 years' service.

The service pay will be paid annually in December for full-time employees and in January of the following year for part-time or casual employees.

For the purposes of this Article the following shall apply:

- (a) Employees leaving the service of the Museum on or before the 15th day of any month or commencing employment after the 15th day of any month shall not be entitled to service pay for that month.
- (b) In order to determine the length of service for part-time employees, **one year is based on an accumulation of one thousand eight hundred and twenty (1,820) hours.**

ARTICLE 18 – JOB DESCRIPTIONS AND RECLASSIFICATIONS

- 18.01 The Museum shall draw up job descriptions for all positions in the bargaining unit which shall be presented to the Union and shall become the recognized job descriptions.
- 18.02 Where the duties for any position are materially changed, or where a position not referred to in Appendix "A" but falling within the scope of the bargaining unit is established during the term of this Agreement, the rate of pay shall be subject to discussions between the Museum and the Union.

ARTICLE 19 – BULLETIN BOARDS

- 19.01 The Museum shall provide bulletin boards for purposes of posting rules and regulations of employment, seniority lists and job vacancies. The Union shall have the right to post notices of meetings.

ARTICLE 20 – PRINTING OF AGREEMENT

- 20.01 The Union shall be responsible for printing copies of this Agreement and shall provide the Museum with sufficient copies to distribute to all new employees, which the Museum undertakes to do.

ARTICLE 21 – TERM OF AGREEMENT

- 21.01 This Agreement shall be binding and remain in force from the 1st day of January, **2015** to the 31st day of December, **2016** (twenty-four [24] months) and shall continue from year to year thereafter, unless either party provides notice in writing to the other party by November 1st in any year it desires amendment.
- 21.02 Either party desiring to propose changes shall, within thirty (30) days prior to the termination date, give notice in writing of the changes proposed. Within ten (10) working days of receipt of such notice, the other party is required to enter into negotiations for a new Agreement.

ARTICLE 22 – BOOT ALLOWANCE

- 22.01 The Museum will reimburse Maintenance Employees one hundred and fifty dollars (\$150) annually for footwear.

ARTICLE 23 – LABOUR MANAGEMENT COMMITTEE

- 23.01 Establishment of Committee

A Labour Management Committee shall be established consisting of representative(s) of the Union, the Museum and the Museum's Board of Directors and the Committee shall enjoy the full support of the parties in the interests of dealing with matters of mutual concern as may arise from time to time. The Local Union Committee may at any time have a representative from the Canadian Union of Public Employees.

23.02 Jurisdiction of the Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other Committee of the Union or of the Museum and does not have the power to bind either the Union or its members or the Museum to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Museum with respect to its discussions and conclusions.

23.03 Chairperson of the Meeting

A Museum and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

23.04 Meetings of the Committee

The Committee will meet four (4) times each year and additionally as required upon mutual agreement between the parties.

ARTICLE 24 – BENEFITS

24.01 **Regular part-time employees having worked seventy-five percent (75%) or more of full-time hours over the period from January 1st to December 31st of the previous year shall be entitled to seventy-five percent (75%) of the maximum benefits payable to full-time employees, as mentioned below. The other eligible part-time employees shall be entitled to fifty percent (50%) of the maximum benefits payable to full-time employees.**

Summer employees are excluded from the calculations leading to the determination of benefits; the accumulated time over the summer period is not admissible.

24.02 Vision Care

The Museum will pay 100% of the cost of providing a vision care plan for eligible employees.

Maximum benefits payable under this plan shall be:

- (a) For full-time employees and/or dependents – **three hundred and fifty dollars (\$350)** per eligible person in a twenty-four (24) month period.

- (b) For part-time **eligible** employees **working less than seventy-five percent (75%) of full-time hours** and/or dependents – **one hundred and seventy-five dollars (\$175)** per eligible person in a twenty-four (24) month period.

The Museum will reimburse each **eligible** employee **one hundred dollars (\$100)** once every two (2) years for the cost of an eye exam.

24.03

Dental Plan

- (a) Effective July 1, 1990, the Museum will pay 100% of the cost of providing a dental plan for eligible employees, the terms of which will be supplied by the Museum to the Union. This plan will provide coverage of 100% of basic services and 75% coverage of major and orthodontic services for full-time employees only. Maximum benefits payable under this plan will be \$1,500 annually and separate and apart, a \$1,500 lifetime maximum on orthodontic services. Eligibility, exclusions, services covered, and frequency limitations will be the same as exists in other Dental Plans administered by the City of Winnipeg Dental Trustees.
- (b) Payment for dental services will be made in accordance with the Manitoba Dental Fee Schedule.

24.04

Workers' Compensation

- (a) Workers injured in the workplace are entitled to only those benefits provided by the *Workers Compensation Act*.
- (b) Employees off on Workers' Compensation will remain enrolled in the Civic Employees Pension and Group Life Insurance Plans and Dental Plan. Required contributions and premiums shall continue to be cost-shared by the Museum and the employee and such required contributions and premiums will be remitted by the employee without delay upon request. In addition to the above, employees will accrue vacation and sick leave credits until such time as they have been off for one year from the date of injury.

24.05

Pension and Group Life Insurance Plans

In accordance with Section 31 of the City of Winnipeg Bylaw #5300/89 all eligible Museum employees shall be members of the Civic Employees Pension and Group Life Insurance Plans.

ARTICLE 25 – PERSONAL LEAVE

25.01 Full-time and part-time employees are entitled to personal leaves as follows:

- two (2) days (fourteen [14] hours) per year for full-time employees;
- one (1) day (seven [7] hours) per year for part-time employees.

The choice of such a leave will be made upon mutual agreement between the Museum and the employee.

ARTICLE 26 – EXCLUDED POSITIONS

26.01 The following positions are excluded from the terms of this collective agreement:

- **Management;**
- **Chief of Administration.**

IN WITNESS WHEREOF the parties hereto have executed these presents duly attested by their proper officers respectively in their behalf,

Signed this 17th day of May, 2016 at Winnipeg, Manitoba.

**FOR:
THE MUSÉE DE SAINT-BONIFACE
MUSEUM**

**FOR:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**

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14-Dec-16

APPENDIX "A" – WAGE RATES

Position	Current 2014	January 1, 2015 1%	January 1, 2016 2%
Curator			
Start	\$1,980.79	\$2,000.60	\$2,040.61
Step 2	\$2,079.83	\$2,100.63	\$2,142.64
Step 3	\$2,183.82	\$2,205.66	\$2,249.77
Step 4	\$2,293.00	\$2,315.93	\$2,362.25
Step 5	\$2,407.66	\$2,431.74	\$2,480.37
Collections Manager/Assistant Curator/Programs and Experiences Manager			
Start	\$1,621.69	\$1,637.91	\$1,670.67
Step 2	\$1,702.77	\$1,719.80	\$1,754.19
Step 3	\$1,787.90	\$1,805.78	\$1,841.89
Step 4	\$1,877.30	\$1,896.07	\$1,933.99
Step 5	\$1,971.17	\$1,990.88	\$2,030.70
Visitor Services Agent			
Start	\$14.87	\$15.02	\$15.32

Position		January 1, 2015 1%	January 1, 2016 2%
Janitorial and General Maintenance Manager			
Start		\$1,008.00	\$1,028.16
Step 2		\$1,058.40	\$1,079.57
Step 3		\$1,111.32	\$1,133.55
Step 4		\$1,166.89	\$1,190.23
Step 5		\$1,225.23	\$1,249.74

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14-Dec-16

Full-Time Employees

Full-time employees (Secretary and Cataloguer) will be slotted to the minimum step of the salary range and will be eligible to progress to the next higher step as at January 1 in the subsequent calendar year. Such progression will be based on merit resulting from satisfactory work.

In other instances, full-time employees will be eligible for an increment on their anniversary start date providing they have worked continuously in the position since at least September 30th of the preceding calendar year.

Part-Time Employees

Part-time employees will be slotted at the appropriate step in the salary range in keeping with their accumulated service while maintaining seniority.

Part-time employees will be eligible for increments upon accumulating one thousand eight hundred and twenty (1,820) hours of service in a salary level providing seniority is maintained throughout.

LETTER OF UNDERSTANDING

BETWEEN

THE MUSÉE DE SAINT-BONIFACE MUSEUM
(hereinafter referred to as the "Museum")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500
(hereinafter referred to as the "Union")

RE: UNBALANCED WORK WEEK

In the specific case where it is necessary to adjust the employees' schedules for operational purposes. If this schedule leads to an unbalanced work week, the Museum is not required to pay the additional hours, only on the following working conditions:

- (a) the work days are predetermined and are included in the employee's regular schedule;
- (b) the hours of work for the week not exceeding forty-two (42) hours and the following week includes a twenty-eight (28) hours week;
- (c) this does not apply to employees being asked to work additional hours.

This letter of understanding applies only to the following permanent positions:

- Curator;
- Programs and Experiences Manager;
- Collections Manager;
- Janitorial and General Maintenance Manager.

Signed this 6th day of June, 2016 at Winnipeg, Manitoba.

FOR:
THE MUSÉE DE SAINT-BONIFACE
MUSEUM

FOR:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500

GB:cbc/cope 491

14-Dec-16

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