

COLLECTIVE AGREEMENT

BETWEEN:

CUPE

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 500**

- AND -

LE MUSÉE DE SAINT-BONIFACE MUSEUM

**TERM OF AGREEMENT:
January 1, 2017 to December 31, 2022**

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To be finalized once agreement is reached

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THIS AGREEMENT ENTERED INTO THIS 20 DAY OF August 2019.

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 Regular 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.

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.

1.04 **Casual Employee**

Means an employee of the Museum who is hired to meet specific needs, which can be punctual or episodic in nature.

Wherever practicable and when appropriate, a casual 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.

1.06 **Probationary Requirement**

Means an accumulation of four hundred and twenty (420) hours for a full-time, part-time, term 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 twenty-four (24) months, whether full time or part time.

1.08 **Summer Student**

Means a term employee of the Museum who works for a specific period of time, according to the requirements and with the support of external subsidy programs. If the summer student stays as a casual employee after the term, the hours of work during the term apply to the banking of hours for seniority purposes.

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.

1.10 Disengaged Employee

A casual employee who has worked less than fifty (50) hours without a reasonable explanation in the immediately previous calendar year may at the option of the Museum be dropped from the casual employee list. Such an employee will be notified.

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 by electronic deposit, remitted bi-weekly for each pay period during 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 who has fulfilled probationary requirements may be disciplined, suspended, or discharged only for just and sufficient cause, including but not limited to failing to report to work, failing to respond to shift offers as per the Employees' Procedures Manual, failing to meet performance requirements, and any behaviour that contradicts established Museum policies.

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 regular employees (whether full-time or part-time) and for casual employees, on completion of their respective probationary period. Updated seniority lists shall be posted in March and September 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 without an explanation satisfactory to the Museum;
 - 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 a regular (full-time or part-time) 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 continue to accrue if a casual employee:
- i) is on any period of paid hours.
- d) 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 In cases of lay-off and reduction of hours, employees shall be retained providing their qualifications and abilities are sufficient to perform all the required job duties for the Museum to operate.

8.07 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 regular (full-time or part-time) vacancy occurs, or a new regular (full-time or part-time) or term position is created, 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 internal 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.
- 9.04** If a position is not filled as per article 9.01, the Museum can after seven (7) working days proceed with an external posting. This posting shall remain open until filled.

ARTICLE 10 – HOURS OF WORK AND WORK LOCATIONS

- 10.01** Due to the nature of the organization, the hours of work shall be those required by the Museum to maintain an efficient operation and provide service and access to the public.
- 10.02** The regular hours of work for regular full-time employees (EFT) shall be no more than an average of seventy (70) hours per pay period and no more than an average of seven (7) hours per day, except if the employer and the employee agree to a modification. The regular hours of work for regular part-time employees shall be prorated equivalent to the EFT. Wherever possible, days off shall be consecutive.

Hours worked shall be consecutive wherever possible except for the lunch period. The employer and employee can agree on whether an employee's unpaid lunch period is one-half (1/2) hour or one (1) hour in length.

10.03 Casual employees are entitled to a half-hour unpaid break for each period of scheduled work that is longer than 5 hours. In the event that scheduling errors or unexpected events prevent an employee from being able to take an entitled break and leave the premises, the employee will be remunerated for all hours worked plus receive a \$15 meal reimbursement, payable in the pay period in which the missed break has occurred.

10.04 Where it is necessary to adjust the regular (full-time or part-time) employees' schedules for operational demands, 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.

10.05 The work locations of the Museum are 494 Taché Avenue in Winnipeg, 435 Turenne Street in Winnipeg, and 255 De la Cathédrale Avenue in Winnipeg, or any other location that may become available for continued use. Employees may be expected to be able to report to work at, or end their work from, any one of these aforementioned locations, or any other off-site location as mutually agreed upon.

ARTICLE 11 – OVERTIME

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

- i) Work beyond regular hours, but up to eight (8) hours per day or up to forty (40) hours per week shall be compensated at straight time.
- ii) Work beyond eight (8) hours per day or beyond forty (40) hours per week shall be compensated at time and one-half (1½ x).

11.02 Regular employees (full-time or part-time) and term employees will have the option of being paid for overtime or of accumulating banked time up to a maximum of the equivalent of one regular work week, whichever amount of hours that may be. Banked time 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 banked time credits not taken off by December 31st of any year will be paid out by the Museum.

11.03 Overtime for casual employees shall be after eight (8) hours per day or forty (40) hours per week and shall be compensated for at time and one-half (1½ x). Overtime is paid out in the pay period during which it was incurred.

11.04 Overtime for summer students is all work performed beyond an employee's regularly scheduled hours of work.

- i) Work beyond regular hours, but up to eight (8) hours worked per day or up to forty (40) hours per week shall be compensated at straight time as banked time credits, to be taken as time off before the end of the summer term at a time mutually agreed between the Museum and the employee.
- ii) All work beyond eight (8) hours per day or beyond forty (40) hours per week shall be compensated at time and one-half (1½ x), to be paid out by the Museum for the pay period during which it occurred.

11.05 An employee shall not be required to lay off during regular hours to equalize any overtime worked, except as outlined in 11.04 ii) or if the employer and the employee agree to a modification.

ARTICLE 12 – PAID PUBLIC HOLIDAYS

12.01 The following days shall be observed and compensated 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) Canada Day
- (g) Terry-Fox Day
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day

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

12.02 If any of the above public holidays should fall on a Saturday or Sunday, in the case of those regular (full-time or part-time) or term 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 a regular or term employee's regular annual vacation, no vacation credit shall be used on that day.
- 12.04** When a public holiday falls on a regular or term employee's usually scheduled 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 and summer students, 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 regular payment for the holiday, payment at the rate of time and one-half for all hours worked on the holiday.
- 12.06** For regular or term employees the following applies:
- (a) If a public holiday falls on a day that would normally be a work day for the 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.
 - (b) 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.
- 12.07** 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.

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).

13.02 Term employees, 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 a regular (full-time or part-time) employee is 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 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 1st, taking into consideration requests received from employees before March 1st.

13.07 Summer student requests for absences that impact operations and/or complicate agreements with funders will not be unreasonably denied.

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 Regular employees (full-time and part-time) and term employees who have fulfilled the initial probationary requirements shall accumulate sick leave credits at the rate of one and one-quarter (1¼) days per calendar month worked to a maximum accumulation of one hundred and twenty-six (126) days at any one time. These values are pro-rated according to the equivalent to full-time.

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 a medical official approved by the Board.

14.04 Regular employees (full-time and part-time) and term 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 for the purpose of a discretionary leave provided 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.

14.08 **Wellness Day**

Regular (full-time and part-time) and term employees are entitled to the equivalent of two (2) days off per year, at a time mutually agreed to by the employee and the Museum.

14.09 **Notice of Illness**

Notice of illness shall be provided to an employee's immediate supervisor as soon as possible and no less than one hour prior to their scheduled or regular start time.

Notice shall be provided by text or telephone using after-hours contact information if warranted.

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

Consistent with Employment Standards Code of Manitoba.

- (a) A female employee, who has completed seven (7) consecutive months of employment, shall be granted maternity leave of absence without pay by the Museum consisting of a continuous period to a maximum of seventeen (17) weeks. An employee who wishes to take this leave shall submit to the employer an application in writing, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (b) During the seventeen (17) weeks duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated sick leave credits for that portion of maternity leave during which she would have been unable to work due to health-related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a

qualified medical practitioner providing proof of, and expected duration of, the health-related question.

- (c) During maternity leave, the employee is considered to be on leave without pay. Sick leave credits are maintained but do not accrue. The Museum will continue to pay its portion of Pension, Group Life Insurance, Dental Vision and Ambulance benefits based on the regular salary and regular contribution rates, provided the employee decides to retain such benefits and agrees to pay their regular contributions for the duration of the leave.
- (d) The employee returning to work after Maternity Leave shall provide the Museum with at least four (4) weeks' notice in writing prior to the date of returning to work.
- (e) On return from Maternity Leave, the employee will be placed in her position. If said position is no longer available, the employee will be placed in a comparable position at not less than the same wages as their position prior to commencement of Parental Leave and without loss of seniority which had accumulated at the date of her departure.
- (f) An employee on Maternity Leave shall remain eligible for promotion providing the employee is available when required by the Museum.

15.05

Parental Leave

- (a) Entitlements
 - i) Every employee who,
 - (a) In the case of a female employee, becomes the natural mother of a child,
 - (b) In the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - (c) Adopts a child under the law of a province; and
 - ii) Has completed seven (7) consecutive months of employment; and
 - iii) Who submits to the employer an application in writing for parental leave, where possible, at least four (4) weeks before the day specified in the application as the date on which the employee intends to commence the leave; is entitled to, and shall be granted parental leave of absence without pay, consisting of a continuous period to a maximum of sixty-three (63) weeks.
- (b) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than eighteen (18) months after the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee. The employee shall decide when his/her parental leave is to

commence. Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without return to work after the maternity leave unless the employee and employer agree otherwise.

- (c) **Late Application for Parental Leave**
When an application for parental leave under subsection (a) above is not made in accordance with (a) (iii), above, the employee is nonetheless entitled to, and upon application to the Museum shall be granted, parental leave under this section for that portion of the leave period that remains at the time the application is made.
- (d) During parental leave, the employee is considered to be on leave without pay. Sick leave credits are maintained but do not accrue. The Museum will continue to pay its portion of Pension, Group Life Insurance, Dental Vision and Ambulance benefits based on the regular salary and regular contribution rates, provided the employee decides to retain such benefits and agrees to pay their regular contributions for the duration of the 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 his/her position. If said position is no longer available, the employee will be placed in a comparable position at not less than the same wages as their 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 Museum.

15.06 When a regular (part time or full-time) 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. Term employees, casual employees and summer students shall be granted leaves of absence without pay and will be reinstated into their position upon completion of such duty.

15.07 Upon approval of the Director, any employee may be granted leave of absence with full wages and benefits to attend Union schools, conferences, conventions or meetings. The Union shall reimburse the Museum for the cost of all such wages

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** Upon approval of the Director, employees can attend Union business during regular hours of operation, with full wages and benefits, at such a time as may be mutually agreed. Employees can attend Union business outside of regular hours of operation, with full wages and benefits, provided that no overtime is incurred. Should overtime be incurred, this will also be at the Union's expense. The Union shall reimburse the Museum for the cost of all such salary and benefits.
- 15.09** 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.
- 15.10** 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.
- 15.11** All employees are required to provide a notice of absence to their supervisor, in the event they are unable to report to work, as soon as it is reasonably possible to do so. Casual employees who anticipate either an extended period of unavailability or a short-term inability to respond to shift offers are required to notify their supervisor, as soon as it is reasonable to do so.

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 – SERVICE PAY

- 17.01** Upon the approval of the Director, all regular (full-time or part-time) employees who have demonstrated good performance during the year will receive service pay for each month worked that calendar year as follows:
- \$8.00 per month after completion of 3 years' service.

\$12.00 per month after completion of 6 years' service.
\$16.00 per month after completion of 9 year's service.
\$18.00 per month after completion of 12 year's 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.

17.02 Upon the approval of the Director, all casual employees who have demonstrated good performance during the year and have accrued lifetime hours above 1,820 hours inclusive of pay period #25 will receive service pay for each month worked that calendar year as follows:

\$8.00 per month after completion of 1,820 hours.
\$12.00 per month after completion of 3,640 hours.
\$16.00 per month after completion of 5,460 hours.
\$18.00 per month after completion of 7,280 hours.

17.03 The service pay will be paid annually in December for all 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 regular (full-time and 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 signed Agreement and shall provide the Museum Director, within fifteen (15) business days from signing, with an electronic pdf copy as well as sufficient copies to distribute to all employees, which the Museum undertakes to do.

ARTICLE 21 – TERM OF AGREEMENT

- 21.01** This Agreement shall be binding and remain in force the 1st day of January, 2017 to the 31st day of December, 2022 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** All changes to provisions herein are applicable and considered to be in effect on a go-forward basis only, as of August 25th, 2019. The Museum shall implement changes only upon receipt of a signed and executed agreement as per Article 20.
- 21.03** 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 – HEALTH AND SAFETY

22.01 Establishment of Committee

A Health and Safety Management Committee shall be established consisting of representative(s) of the Union and the Employer. The Union may at any time have a representative from the Canadian Union of Public Employees present at committee meetings.

- 22.02** Upon proof of purchase, the Museum will reimburse maintenance employees one hundred and fifty dollars (\$150) annually for safety equipment.

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 or as required upon mutual agreement between the parties.

ARTICLE 24 – BENEFITS

24.01 Casual employees and summer students are not eligible for vision, dental, ambulance, extended health or travel insurance benefits as mentioned below.

24.02 Regular (full-time or part-time) and term employees are eligible to participate in the City of Winnipeg's employee-paid benefits program for extended health and travel benefits, as per the plan administered by the City of Winnipeg.

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

employees having worked more than fifty percent (50%) of equivalent full-time hours over the period from January 1st to December 31st of the previous year shall be entitled to a pro-rated percentage (equal to their equivalent to full-time) of the maximum benefits payable to full-time employees, as mentioned below.

24.04

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 regular full-time employees and/or eligible dependents – three hundred and fifty dollars (\$350) per eligible person in a twenty-four (24) month period.
- (b) For eligible or term employees working fifty percent (50%) or more of full-time hours and/or eligible dependents, the amount is pro-rated according to equivalent full-time, per eligible person in a twenty-four (24) month period.

The Museum will reimburse each eligible regular (full-time or part-time) or term employee and each eligible dependent one hundred dollars (\$100) once every two (2) years for the cost of an eye exam.

24.05

Dental Plan

- (a) The Museum will pay 100% of the cost of providing a dental plan for eligible regular (full-time and part-time) or term employees and/or eligible dependants, 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.
- (b) Maximum benefits payable under this plan for regular full-time employees and each of their eligible dependants will be \$1,500 annually and separate and apart, a \$1,500 lifetime maximum on orthodontic services. Maximum benefits payable under this plan for regular part-time or term employees and each of their eligible dependants is pro-rated according to equivalent full-time.
- (c) 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.

24.06 **Ambulance**

The Museum agrees to provide standard Blue Cross ambulance and semiprivate hospital coverage for eligible employees and their eligible dependants with 100% of the cost of coverage to be paid by the Museum.

24.07 **Workers' Compensation**

- (a) Workers injured in the workplace are entitled to only those benefits provided by the *Workers Compensation Act*. For the purpose of this clause, a worker means employee or volunteer of the Museum.

- (b) Employees off on Workers' Compensation will remain enrolled in the Civic Employees Pension and Group Life Insurance Plans. Employees eligible for other benefits as per Article 24 will retain said benefits. 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, regular (full-time or part-time) employees will accrue vacation and sick leave credits until such time as they have been off for one year from the date of injury.

24.08 **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 – INCLEMENT WEATHER

- 25.01** All employees are expected to make every reasonable effort to attend work when scheduled. In the event of a storm, when an employee is uncertain whether or not to travel to work, the employee should telephone or text their immediate supervisor, to determine if the Museum will be operating and if employees will be required to work.

- 25.02** The Museum can close due to inclement weather at the Director's discretion when the temperature reaches -42 degrees Celsius with the windchill, or when travel is not advised and the museum cannot ensure its employee safety policy.

- 25.03** In the event that the museum is closed due to inclement weather, all employees scheduled to work that day will be paid for their full shift.

- 25.04** In the event that a highway is closed due to inclement weather, any affected employee(s) scheduled to work that day will be paid for their full shift.

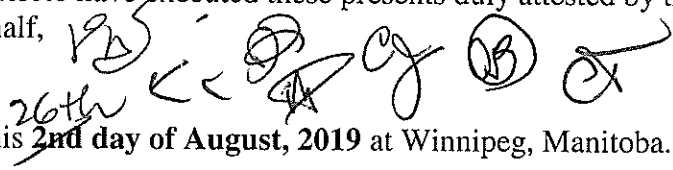
ARTICLE 26 – TRAINING, PROFESSIONAL DEVELOPMENT AND MENTORSHIP

- 26.01** For the purposes of this Article, training is defined as in-house procedural, safety and operational orientation delivered by management; professional development is defined as educational opportunities including but not limited to workshops, conferences or keynote addresses; mentorship is defined as in-house work accompaniment and guidance provided by supervisory staff or colleagues with enhanced responsibilities.
- 26.02** Regular full-time employees are eligible to receive five (5) working days per year for professional development purposes that are mutually agreed to by the Museum and the employee. Professional development requests shall not be unreasonably denied. All professional development and time needed for such development shall be discussed and mutually agreed to between the Museum and the employee.
- 26.03** Regular part-time employees are eligible to receive three (3) working days per year for professional development purposes that are mutually agreed to by the Museum and the employee. Professional development requests shall not be unreasonably denied. All professional development and time needed for such development shall be discussed and mutually agreed to between the Museum and the employee.
- 26.04** All employees shall receive mandatory training within the first two weeks of employment, or as soon as possible thereafter, dependant on the employee's soonest availability.
- 26.05** All casual employees shall receive mentorship in all sectors of activity, in order to meet the basic requirements of their position. Work performance reviews and declared areas of interest shall guide on-going or further mentorship and professional development opportunities for casual staff.
- 26.06** All hours required for training, professional development and mentorship purposes will be considered paid work time and the affected employees will be compensated as per the appropriate classification.

ARTICLE 27 – EXCLUDED POSITIONS

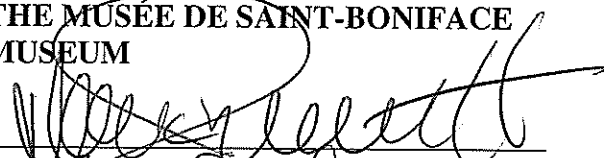
- 27.01 The following management positions are excluded from the terms of this collective agreement:
- Director;
 - Manager of Finance and Operations.

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


26th 

This agreement in principle is signed this **2nd day of August, 2019** at Winnipeg, Manitoba.


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




Carol Johnson

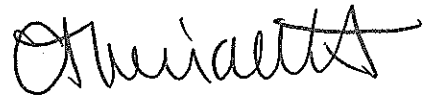


**FOR:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 500**





P. Prasad



APPENDIX "A" – WAGE RATES

REGULAR POSITIONS							
Position	01- Jan- 17 0%	01- Jan- 18 0%	01- Jan- 19 0%	24-Aug-19 adjustments	01-Jan-20 1.5%	01-Jan-21 1.0%	01-Jan-22 1.0%
Curator				NEW			
Start				\$1,767.00	\$1,793.51	\$1,811.45	\$1,829.57
Step 2				\$1,855.35	\$1,883.18	\$1,902.02	\$1,921.05
Step 3				\$1,948.12	\$1,977.34	\$1,997.12	\$2,017.10
Step 4				\$2,045.52	\$2,076.20	\$2,096.98	\$2,117.96
Step 5				\$2,147.80	\$2,180.02	\$2,201.83	\$2,223.86
Museum Experience Coordinator				1.0%			
Start				\$1,687.38	\$1,712.69	\$1,729.82	\$1,747.12
Step 2				\$1,771.73	\$1,798.32	\$1,816.31	\$1,834.48
Step 3				\$1,860.31	\$1,888.24	\$1,907.13	\$1,926.20
Step 4				\$1,953.33	\$1,982.65	\$2,002.49	\$2,022.51
Step 5				\$2,051.01	\$2,081.79	\$2,102.61	\$2,123.64
Collections Management Assistant				1.0%			
Start				\$1,687.38	\$1,712.69	\$1,729.82	\$1,747.12
Step 2				\$1,771.73	\$1,798.32	\$1,816.31	\$1,834.48
Step 3				\$1,860.31	\$1,888.24	\$1,907.13	\$1,926.20
Step 4				\$1,953.33	\$1,982.65	\$2,002.49	\$2,022.51
Step 5				\$2,051.01	\$2,081.79	\$2,102.61	\$2,123.64
Janitorial and General Maintenance Worker				4.5%			
Start				\$1,069.59	\$1,085.63	\$1,096.49	\$1,107.45
Step 2				\$1,123.07	\$1,139.92	\$1,151.31	\$1,162.82
Step 3				\$1,179.22	\$1,196.91	\$1,208.88	\$1,220.96
Step 4				\$1,238.18	\$1,256.76	\$1,269.32	\$1,282.01
Step 5				\$1,300.09	\$1,319.59	\$1,332.79	\$1,346.11

CASUAL POSITIONS							
Position	01- Jan-17 0%	01- Jan-18 0%	01- Jan-19 0%	24-Aug- 19 NEW	01-Jan-20 1.5%	01-Jan-21 1.0%	01-Jan-22 1.0%
Museum Experience Ambassador							
Start				\$14.72	\$14.94	\$15.09	\$15.24
Step 2				\$15.46	\$15.69	\$15.85	\$16.01
Step 3				\$16.24	\$16.48	\$16.63	\$16.80
Step 4				\$17.04	\$17.30	\$17.47	\$17.64
Step 5				\$17.89	\$18.16	\$18.34	\$18.52
PRIME PAY				\$20.00	\$20.30	\$20.50	\$20.71
Employee hired prior to ratification but not yet eligible for Step increase							
Start				\$16.02	\$16.26	\$16.42	\$16.59
Visitor Services Agent (grandfathered)				\$16.02	\$16.26	\$16.42	\$16.59

