COLLECTIVE AGREEMENT

BETWEEN:



THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 500

- AND -

THE HISTORICAL MUSEUM ASSOCIATION OF ST. JAMES-ASSINIBOIA

TERM OF AGREEMENT: JANUARY 1, 2006 TO DECEMBER 31, 2007

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RE: VACATION PAY-OUT, ACCUMULATED SICK TIME AND OVERTIME BANK	
MS. BONITA HUNTER-EASTWOOD	. 17
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THIS A0 2008.	GREEMENT ENTERED INTO THIS	DAY	_,
BETWE	EEN:		
T	HE HISTORICAL MUSEUM ASSOCIATE (hereinafter referred to a		art
AND:			
	CANADIAN UNION OF PUBLIC 1 (hereinafter referred to		art
<u>PREAN</u>	<u> MBLE</u>		
WHERE	EAS it is the purpose of both parties to this A	Agreement:	
(a)	to maintain and improve harmonious employment between the Museum an		
(b)	to recognize the mutual value of joint Agreement,	t discussions in all matters pertaining to this	3
(c)	to encourage efficiency in operations,	',	
(d)	to promote the morale and well-being	g of employees,	
NOW T	HEREFORE, the parties agree as follows:		

ARTICLE 1 - DEFINITIONS

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.

Full-Time Employee

Means an employee of the Museum who is assigned to work forty (40) hours per week on a regular basis and who has fulfilled the initial three (3) month probationary period.

Probationary Employee

Means an employee of the Museum who is in the process of fulfilling the initial three (3) month probationary requirement.

Probationary Requirement

Means an accumulation of three (3) months of service within a twelve (12) month period.

Volunteer Employee

Means an individual performing work for the employer and not receiving wages. Volunteers are not covered by the terms of this Agreement.

Student

Means a person who is otherwise in full time attendance at school and is hired on a contract between the months of May and September inclusive. Students are not covered by the terms of this 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 5941 issued under the Labour Relations Act on the 22nd day of March, 2002.
- 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.

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.
- 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 clause 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.

ARTICLE 5 - GRIEVANCE PROCEDURE

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

Step 1

Within five (5) 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 President of the Museum or designate who shall render a decision within two (2) working days.

Step 2

Failing satisfactory settlement being reached at Step 1, the Union may, within ten (10) working days of receiving the 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 if necessary. The decision of the Board shall be communicated, in writing, to the Union within fifteen (15) 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.
- An employee processing a grievance shall be entitled to the assistance of a Union Representative, if he so desires.

ARTICLE 6 - ARBITRATION

- Should satisfactory settlement not be achieved through the grievance procedure, either party may refer the dispute to Arbitration.
- Referral to arbitration by either party shall be made by registered mail to the other party to this Agreement.
- 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.
- 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.
- Each party shall pay the fees and expenses of its nominee and one-half (1/2) the fees and expenses of the Chairperson of the Board of Arbitration.

ARTICLE 7 - DISCHARGE, SUSPENSION AND DISCIPLINE

- An employee may be disciplined, suspended, or discharged only for just and sufficient cause. This clause 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 access to and receive his/her personnel record within ten (10) working days of the 'Museum' receiving a written request for this information.

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 The Museum shall keep an up to date seniority list for full-time employees. Seniority lists shall be posted in January on the bulletin boards with one (1) copy to be supplied to the Union of every year that the Museum employs five (5) or more employees.
- A newly hired full time employee shall be on probation for the first three (3) months of service. 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.

The following provisions and Articles 11 and 12 apply to Ms. Bonita Hunter-Eastwood:

In the event that she leaves the employ of the Museum, the employer agrees to reopen this agreement and negotiate the terms and conditions of employment of other employee(s) with the union.

- An employee shall not lose seniority if he is absent from work because of illness.
- 8.05 Seniority with the Museum shall govern in cases of lay-off and promotion.
- Full-time employees will not be laid off or have their hours reduced until all part time, 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.

- No new employees will be hired until:
 - 1. those laid off have been given the opportunity of re-employment (within twelve (12) months of the date of the layoff);
 - 2. those who have had their hours reduced are given the opportunity to regain lost hours in order of their seniority.
- 8.08 In the event of a layoff, or reduction in hours, employees shall receive two (2) weeks' notice, or pay in lieu of such notice.

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 three (3) months. 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

The regular hours of work for all employees shall be no more than an average forty (40) hours per week and no more than an average eight (8) hours per day, Monday to Friday. Hours worked shall be consecutive wherever possible except for the lunch period.

ARTICLE 11 - OVERTIME

- All work performed before or after 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 All overtime worked on weekends shall be compensated for at double time plus one half $(2\frac{1}{2}x)$. Overtime worked during the week will be compensated for at time plus one half $(1\frac{1}{2}x)$.
- Overtime may be taken as time off. If the employee chooses to take time off in lieu of wages, the time must be allowed to be taken within three (3) months of the pay period within which it is earned.
 - (Ms. B. Hunter-Eastwood has 72.5 days in her overtime bank as of June 1, 2004.)

ARTICLE 12 - PAID PUBLIC HOLIDAYS

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

- 1. New Year's Day
- 2. Heritage Day
- 3. Good Friday
- 4. Easter Monday
- 5. Victoria Day
- 6. Dominion Day
- 7. Annual Civic Holiday (August)
- 8. Labour Day
- 9. Thanksgiving Day
- 10. Remembrance Day
- 11. Christmas Day
- 12. 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 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, an extra day shall be allowed at a time within the discretion of the employee.
- When a public holiday falls on an employee's day off, he shall receive a day off with pay in lieu, following the public holiday or at a time chosen by mutual agreement between the Museum and the employee.
- 12.05 (a) An employee is eligible to be paid for a public holiday if they earn wages in respect of employment with the Employer for at least twelve (12) of the thirty (30) days before the holiday. Such employee who works on a public holiday shall receive, in addition to his/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 Employer 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.

ARTICLE 13 - VACATION

Full-time and part-time employees who accumulate greater than 1,008 hours of work per calendar year shall receive vacation with pay in accordance with their years of service as follows:

Less than one (1) year - four percent (4%) of earnings.

In the calendar year of their first anniversary of accumulated service and each year thereafter - three (3) weeks.

In the calendar year of their fifth anniversary of accumulated service and each year thereafter - four (4) weeks.

In the calendar year of their tenth anniversary of accumulated service and each year thereafter - five (5) weeks.

In the calendar year of their fifteenth anniversary of accumulated service and each year thereafter - six (6) weeks.

- Where an employee qualified for sick leave, bereavement leave, or any other approved leave during his vacation, there shall be no deduction from vacation credits for such absence.
- 13.03 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.
- 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.
- 13.05 The Museum Curator/Director shall be responsible for arranging the vacation schedule in each calendar year.

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.
- Full-time employees who have fulfilled the initial probationary requirements shall accumulate sick leave credits at the rate of one and one-quarter (1¼) days per month worked to a maximum accumulation of thirty-one (31) days at any one time. (For purposes of this clause a month means twenty-one (21) working days.)
- 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 employees will be allowed to utilize up to four (4) days per year for the purpose of providing care for a spouse or dependent child 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, any overtime or vacation credits can be utilized for sick leave purposes.

14.06 Sickness While on Vacation

Where an employee on vacation becomes ill to the extent that he/she requires the services of a medical practitioner, dental practitioner or licensed chiropractor, the employee shall be allowed to use his/her sick leave credits for the period the medical, dental or licensed chiropractor states he/she would have been unable to carry out his/her duties at work.

ARTICLE 15 - WORKERS COMPENSATION

Workers injured in the workplace are entitled to only those benefits provided by the Workers Compensation Act.

15.02 Employees off on Workers Compensation will remain enrolled in the extended health and dental plan. Required contributions and premiums shall continue to be paid by the Museum and such contributions and premiums will be remitted by the Museum 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.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Bereavement Leave

- (a) An employee who has completed his/her probationary period in accordance with Article 8.04 shall, at his/her request, be granted four (4) 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 his/her probationary period in accordance with Article 8.04 shall, at his/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.
- In certain circumstances where the funeral is delayed an employee may request to separate the days leave to coincide with the date of service.
- Half a day shall be granted without loss of salary or benefits to attend a funeral as a pallbearer.

16.04 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 Board 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 twenty (20) 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 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.

16.05 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 Administrator 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 his/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 a comparable position at not less than the same wages as his/her position prior to commencement of Parental Leave and without loss of seniority which had accumulated at the date of his/her departure.
- (g) An employee on Parental Leave shall remain eligible for promotion providing the employee is available when required by the Department.
- 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.
- Upon approval of the President or designate, an employee may be granted leave of absence up to one (1) week 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.
- The Museum may grant up to six (6) days compassionate leave with pay and without loss of seniority for compassionate or other very special reasons, where in the opinion of the President or designate such leave will not adversely affect the operation of the Museum.

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

ARTICLE 17 - PAYMENT OF WAGES

- 17.01 The wage rates for the period of this Agreement shall be as set out in Appendix A which shall form part of this Agreement.
- When an employee is assigned to a higher rated position within the bargaining unit, he shall immediately receive the rate for that position.
- 17.03 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 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.
- 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 - PRINTING OF AGREEMENT

19.01 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 20 - TERM OF AGREEMENT

20.01 This Agreement shall be binding and remain in force from the 1st day of January, **2006 to the 31st day of December 2007**, 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.

20.02	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.				
proper officer		ave executed these presents duly attested by their day of			
	RICAL MUSEUM ON OF ST. JAMES-ASSINIBO	FOR: CANADIAN UNION OF PUBLIC DIA EMPLOYEES, LOCAL 500			
/jk/cope 491 Oct 30 07					

APPENDIX A - WAGE RATES

Permanent (Biweekly)	Effective January 1, 2006 (1.75%)	Effective January 1, 2007 (2.25%)	
Director/Curator	\$1,326.37	\$1,356.21	

NOTE:

Full-Time Employees

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 30 of the preceding calendar year.

LETTER OF UNDERSTANDING

TO BE ATTACHED TO AND FORM PART OF THE

COLLECTIVE AGREEMENT

RE: VACATION PAY-OUT, ACCUMULATED SICK TIME AND OVERTIME BANK MS. BONITA HUNTER-EASTWOOD

The Employer agrees that Ms. Hunter-Eastwood has accumulated fifteen (15) weeks vacation time up to January 26, 2003.

The Employer agrees to pay out fifteen (15) weeks of accumulated vacation credits to Ms. Bonita Hunter-Eastwood, the Director/Curator, on the execution of this agreement.

The parties agree that the amount to be paid is \$9,086.55 less statutory deductions and union dues.

The Employer further agrees that Ms. Hunter-Eastwood has accumulated sick time of 63.5 days as of June 1, 2004 and accumulated overtime leave of 72.5 days as of June 1, 2004.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this ______, 2008 at Winnipeg, Manitoba.

FOR THE UNION		FOR THE MUSEUM
	-	
	-	

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LETTER OF UNDERSTANDING

TO BE ATTACHED TO AND FORM PART OF THE

COLLECTIVE AGREEMENT

RE: HEALTH INSURANCE BENEFITS

The Employer agrees to provide a healthcare plan with the following minimum benefits:

- a) Extended Health Coverage Dental covers 100% minus deductible (does not include crowns, dentures, partials, or any corrective dental); medical covers 100% prescription drugs minus deductible and \$500.00 annually each for physiotherapy, chiropractic, naturopathic and massage.
 b) Long Term Disability After 120 days up to two (2) years, \$1,400.00 per month only if totally disabled from doing job.
 c) Short Term Disability After 31st day up to 13 weeks, \$360.00 per week.
- This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this ______ day of _______, 2008 at Winnipeg, Manitoba.

Insurance – According to salary.

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