

# COLLECTIVE AGREEMENT

between

MOOSE JAW ART MUSEUM  
INCORPORATED

and

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 9-03



January 1, 2023 – December 31, 2024

## TABLE OF CONTENTS

ARTICLE 1 – DURATION OF AGREEMENT .....	1
ARTICLE 2 – SCOPE .....	1
ARTICLE 3 – DEFINITIONS .....	2
ARTICLE 4 – UNION AS SOLE BARGAINING AGENT .....	3
ARTICLE 5 – NO DISCRIMINATION.....	3
ARTICLE 6 – UNION SECURITY .....	4
ARTICLE 7 – EMPLOYEES FAILING TO BECOME MEMBERS OF THE UNION.....	4
ARTICLE 8 – CHECK OFF .....	4
ARTICLE 9 – UNION BUSINESS .....	4
ARTICLE 10 – ANNUAL HOLIDAYS WITH PAY.....	5
ARTICLE 11 – HOURS OF DUTY .....	6
ARTICLE 12 – LEGAL HOLIDAYS .....	7
ARTICLE 13 – OVERTIME .....	8
ARTICLE 14 – RESIGNATIONS, SUSPENSIONS, DISMISSALS AND CENSURE .....	9
ARTICLE 15 – PAY PERIODS .....	10
ARTICLE 16 – SICK PAY AND SICK PAY BENEFITS.....	11
ARTICLE 17 – PAYMENT OF BENEFITS DURING STRIKE.....	14
ARTICLE 18 – SPECIAL LEAVE OF ABSENCE .....	14
ARTICLE 19 – PARENTING, MATERNITY, PARENTAL AND ADOPTION LEAVE.....	16
ARTICLE 20 – SENIORITY .....	19
ARTICLE 21 – LAYOFFS, BUMPING, RECALL.....	21
ARTICLE 22 – PROBATIONARY PERIOD, TRIAL PERIOD AND PERMANENCY OF EMPLOYMENT .....	22
ARTICLE 23 – INVESTIGATIONS, GRIEVANCES AND ARBITRATION.....	22
ARTICLE 24 – BEREAVEMENT LEAVE.....	24
ARTICLE 25 – PAY FOR PROMOTIONS .....	25
ARTICLE 26 – REMUNERATION.....	25
ARTICLE 27 – SERVICE PAY.....	26
ARTICLE 28 – COMPENSATION IN CASE OF ACCIDENTS.....	27
ARTICLE 29 – JOB TRAINING .....	27
ARTICLE 30 – PENSION PLAN .....	28

ARTICLE 31 – VESTED RIGHTS.....	28
ARTICLE 32 – GROUP INSURANCE.....	28
ARTICLE 33 – TIME OFF FOR VOTING AT ELECTION.....	29
ARTICLE 34 – JURY DUTY.....	29
ARTICLE 35 – WORK OF THE BARGAINING UNIT & CONTRACTING OUT.....	29
ARTICLE 36 – SAFETY.....	29
ARTICLE 37 – NEW TECHNOLOGICAL CHANGE.....	33
ARTICLE 38 – BENEFIT PLAN.....	35
SCHEDULE 1.....	38
MONTHLY SALARY SCHEDULE.....	38

THIS AGREEMENT MADE IN DUPLICATE THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 2023

BETWEEN:  
MOOSE JAW ART MUSEUM INCORPORATED  
(hereinafter called the "employer")  
of the first part  
and

LOCAL NUMBER 9 C.U.P.E.  
OF MOOSE JAW, SASKATCHEWAN  
CHARTERED BY THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(hereinafter called the "union")  
of the second part

The parties hereto desire a collective agreement outlining, as far as practicable, the rights, powers, and duties of the union and of the individual members thereof in their relationship to Moose Jaw Art Museum Incorporated as employer.

#### **ARTICLE 1 – DURATION OF AGREEMENT**

- 1.01** This agreement shall be effective from January 1, **2023** and shall remain in force until and including December 31, **2024**. Thereafter, the parties will adhere fully to the terms of the agreement, and it shall continue in force and effect from year to year, subject to the provisions of subsection (2) until a new agreement is struck.
- 1.02** Either party may, not less than sixty (60) days nor more than one-hundred and twenty (120) days prior to the expiry date of this agreement, including the expiry date of any extension hereof, give notice in writing to the other party to terminate the same, or to negotiate revisions. Subject to the provisions of *The Saskatchewan Employment Act*, and any amendments thereto, the parties shall bargain collectively to renew or revise this agreement or negotiate a new agreement.

#### **ARTICLE 2 – SCOPE**

- 2.01** All employees of the Moose Jaw Art Museum Incorporated will be covered by this collective agreement with the exception of the following positions: **director/curator, operations manager, curatorial assistant, shop manager, gallery greeters and summer students.**
- 2.02** He, his, him, she, her, hers, include a reference to persons of the opposite gender whenever the facts or context require.

## **ARTICLE 3 – DEFINITIONS**

- 3.01** Union is the Canadian Union of Public Employees, Local 9, as certified by the Saskatchewan Labour Relations Board.
- 3.02** A permanent employee is any employee who has applied for and is appointed to a permanent position and who has passed a probation period.
- 3.03** Subject to the terms and conditions of this agreement, a non-permanent employee means one whose employment may involve irregular hours of duty, be employed as a casual and/or on an emergent basis during a day, week, month or year, and whose services may not be required for a normal day, week, month or year.
- 3.04** A grant employee is any employee hired for a fixed period which has a clearly defined beginning and end. Term or grant employees shall not be covered under the monthly salary schedule, but shall have their rates negotiated subject to funding grants available.
- 3.05** A permanent part-time employee is any employee who is required on an ongoing, scheduled less than full-time basis and is eligible for additional hours of work up to and including full-time hours.
- 3.06** A term position is full-time or less than full-time position which provides scheduled hours of work for a specific period of time (i.e., maternity leave, general leave of absence).
- 3.07** Part-time employee is any employee who works less than regular full-time hours as defined in Article 11 "Hours of Duty" and is eligible for additional hours of work up to and including full-time hours.
- 3.08** Probationary employee is an employee who has not completed the probationary period. Probationary employees are entitled to all rights and benefits contained in this collective agreement except as limited herein.
- 3.09** A summer employee (full-time student during the year at a secondary or post-secondary institution) is an employee employed on a full-time or less than full-time seasonal basis as additional help to regular staff. Student employees are entitled to all rights and benefits contained in the collective agreement except as limited herein.
- 3.10** Terminal illness is an active disease process causing irreparable and progressing damage to the host body and from which there is no reasonable possibility of recovery as determined by the employer's insurance carrier. Treatment of a terminal illness is confined only to palliation of symptoms and alleviation of pain. Death from a terminal illness is imminent unlike a chronic illness which causes long-term usually controllable symptoms or an acute illness from which there is hope of recovery.

- 3.11 Insurance carrier is the insurance company with whom the employer has contracted to provide group life insurance benefits. Employees shall participate subject to the eligibility requirements of the carrier.
- 3.12 Supervisor is any employee charged with the direct responsibility of supervising or directing the assignment or activities of any employee regularly and on an ongoing basis.
- 3.13 "Calendar Year" means a period of twelve (12) consecutive months.
- 3.14 Emergency is any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the employer.

#### **ARTICLE 4 – UNION AS SOLE BARGAINING AGENT**

4.01 The employer shall recognize the union as the sole bargaining agency and representative of all Moose Jaw Art Museum Incorporated employees, as per the applicable certification order, so long as a majority of the employees are members in good standing.

#### **4.02 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the employer or their representative, which may conflict with the terms of this collective agreement or letters of understanding.

#### **ARTICLE 5 – NO DISCRIMINATION**

5.01 All members of the Moose Jaw Art Museum Incorporated have a right to work and learn in a respectful environment that is free from harassment and violence.

5.02 The Moose Jaw Art Museum Incorporated is committed to taking every reasonably practical measure to create and maintain work environments where employees, clients and volunteers are treated with respect and dignity. The employer recognizes its responsibility to provide education regarding harassment and workplace violence, and to provide the opportunity for training to resolve situations that occur. While it is the employer's responsibility to provide a workplace free of harassment, both the union and the employer will work jointly to achieve that goal. The employer is committed to taking corrective action respecting any person under the employer's direction who subjects any person to harassment, discrimination and/or violence.

5.03 The employer agrees that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of working conditions, age, disability, race, ancestry, nationality, creed, colour, national origin, place of origin, political or religious

affiliation, sex or sexual orientation, gender identity, marital status, family status, place of residence, disability (subject to *bona fide* occupational requirements), physical size or weight, nor by reason of their membership or activity in the union, or for any other reason.

## **ARTICLE 6 – UNION SECURITY**

**6.01** Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of employment, and every new employee shall, within thirty (30) days after the commencement of their employment apply for and maintain membership in the union as a condition of their employment. Any employee in this bargaining unit who is not required to apply for and maintain membership in the union shall, as a condition of their employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

## **ARTICLE 7 – EMPLOYEES FAILING TO BECOME MEMBERS OF THE UNION**

**7.01** It shall be the responsibility of the union to notify the director/curator of any employees who have not become members of the union in accordance with the terms of this agreement.

## **ARTICLE 8 – CHECK OFF**

**8.01** The employer agrees to deduct authorized union dues from the pay of any employee who is a member of the union. The amounts deducted by the employer shall be paid to the national union as soon as conveniently possible following the end of the calendar month in which they were deducted. Such payment shall be accompanied by a list showing all employees and deductions, a copy of which shall be sent to the Local 9 secretary-treasurer. The amount of union dues deducted will be included on the T-4 slips at the end of each year.

**8.02** The employer agrees that all new employees in the bargaining unit shall be provided with a union membership application and dues check-off authorization form as provided by the union upon date of hiring.

## **ARTICLE 9 – UNION BUSINESS**

**9.01** The employer shall be informed by the union and recognize for the purposes of negotiations, the current appointments of union officers, shop stewards and union representatives.

**9.02** Union officials, members of the grievance committee and other employees shall report to their supervisor and request permission to leave their work for the

purpose of attending management-employee relations meetings. They shall indicate the expected duration of the meeting and destination and report to their respective supervisors upon their return.

**9.03** Union officers and shop stewards shall suffer no loss in pay when attending grievance or negotiation meetings held during working hours.

**9.04** Where permission has been granted to representatives of the union to leave their employment for the purpose of attending any meeting called by the employer, they shall suffer no loss of pay for the time spent.

## **ARTICLE 10 – ANNUAL HOLIDAYS WITH PAY**

**10.01** All permanent employees shall receive holidays based on the following schedule:

(a) After the first (1<sup>st</sup>) year of service and each year thereafter, three (3) weeks holidays.

(b) After **five (5)** years of service – four (4) weeks holidays.

(c) After **ten (10)** years of service – five (5) weeks holidays.

(d) After **twenty (20)** years of service – six (6) weeks holidays.

(e) Vacation entitlements shall be based upon the year in which their anniversary date qualifies them for 3, 4, 5 and 6 weeks.

(f) An employee who leaves the employ of Moose Jaw Art Museum Incorporated shall have all outstanding amounts or overpayments reconciled on the last pay cheque.

(g) An employee who retires at age fifty-five (55) or after twenty-five (25) years of service shall be afforded one (1) additional week of paid vacation in the year in which they retire.

(h) Non-permanent employees shall have the option of receiving vacation pay with each regular pay cheque.

**10.02** Paid annual vacation shall be extended by one (1) full day for each legal holiday (as per Article 12.01) which may occur during the vacation period.

**10.03** As approved by the **director/curator**, annual vacations shall be taken at a time that is mutually agreeable between the supervisor and the employee.

(a) Annual vacations shall be taken in their entirety or in periods of no less than one (**1**) week, except by mutual agreement between the **director/curator** and the employee involved.

- (b) Annual vacation shall be taken in their entirety during the year following entitlement. Notwithstanding the foregoing, carry over vacation entitlements from one year to another **should not exceed one (1) week unless** approved, in writing, by the **director/curator**.
- (c) Employees' requests for annual vacation shall be given preference wherever possible. Any requests for annual vacation shall be given fair consideration and shall not be unreasonably denied.

**10.04** In the event of illness during an employee's vacation, the employee may, subject to the following:

- (a) Sick leave may be substituted for holidays in exceptional circumstances if the employee can prove sickness while on vacation.
- (b) The employee shall produce a doctor's certificate substantiating the illness to the **director/curator**.
- (c) Each individual case will be considered on its merits.
- (d) Unless otherwise mutually agreed, an employee will return to work at the end of their normal vacation period.
- (e) Any vacation to which an employee would be entitled to as a result of sick leave would be taken as mutually agreed between the **director/curator** and the employee.

**10.05** In the event of a death and bereavement of an immediate family member as per Article 24 of the agreement, employees, while on annual vacation, may, upon approval by the **director/curator**, be allowed a deferred vacation equal to the time lost through the bereavement. The employee shall apply for and submit proof for the leave, to the **director/curator**, upon returning to work from annual vacation. Any deferred vacation days granted for bereavement shall be taken at a later date, as mutually agreed by the **director/curator** and employee.

## **ARTICLE 11 – HOURS OF DUTY**

**11.01** Employees working the 5-5-4 work week shall work two (2) weeks of thirty-nine (39) hours and one (1) week of thirty-one (31) hours and twelve (12) minutes in a three (3) week period, from 8:15 a.m. to 5:00 p.m. with fifty-seven (57) minutes off for lunch Monday through Friday, and shall be subject to the following conditions:

- (a) Employees will receive a designated day off in a three (3) week period on a rotating basis.

- (b) There shall be a rotation of employees on the **earned day off** in order to provide service to the public.
- (c) Where any services are not being provided on an **earned day off** at present, and the employer deems it appropriate to provide such service, the **director/curator** may, at their discretion, require the service to be provided, in which case the employees shall take their **earned day off** on a rotation basis, an alternative day off shall be taken, and wherever possible, such alternate day off shall be a Friday.
- (d) Employees shall have the option to bank up to three (3) **earned days off** per calendar year. Banked EDOs must be used in the calendar year earned.

**11.02** The employer and the union may agree that employees may work through the normal lunch break. Employees shall receive a twenty (20) minute break with no loss of pay.

**11.03** Employees who do not work a 5-5-4 work week shall not exceed seven and three-quarters (7 3/4) hours/day, thirty-eight and three-quarters (38 3/4) hours/week.

**11.04** Employees who choose to work in excess of their regular scheduled hours, subject to the approval of the **director/curator** or designate, shall be allowed to bank such time at straight time, rates subject to the provisions of Article 13.

**11.05** Education co-ordinator position shall work a minimum 7/10 of full-time hours with the ability to work up to full-time hours if needed. The hours of work will be from 8:30 a.m. to 5:00 p.m. with sixty (60) minutes off for lunch Monday through Friday, and shall be subject to the following conditions:

- (a) The position shall not exceed 7.25 hours per day, 109.96 per month.
- (b) The position shall not exceed 1,319.50 hours per year.
- (c) In such cases, the provision in Article 13 (overtime) shall apply.
- (d) The monthly salary schedule shall be 7/10ths of the education co-ordinator's wage rate in Schedule 1 of the collective agreement.

## **ARTICLE 12 – LEGAL HOLIDAYS**

**12.01** Employees will receive a day off with pay on the following holidays:

- (a) New Year's Day
- (b) Family Day
- (c) Good Friday
- (d) Easter Monday

- (e) Victoria Day
- (f) Canada Day
- (g) Saskatchewan Day
- (h) Labour Day
- (i) National Day for Truth and Reconciliation**
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day
- (n) And such additional days as proclaimed by federal, provincial or civic authority. The observance of the above holidays may be made on days other than the calendar date when so proclaimed by federal, provincial, or civic authority.**
- (o) Four (4) hours off on the last previous working day before both Christmas and New Year's Day.

**When** any of the holidays fall on an employee's normal day of rest, the next normal working day following shall be taken as the holiday. If any two (2) consecutive holidays fall on an employee's normal days of rest, the next two (2) normal working days shall be taken as the holidays.

- 12.02** Employees who are absent from work on an approved leave of absence without pay for one (1) month or more, or while on lay off for fourteen (14) or more working days, are not entitled to pay for legal holidays, as provided for in this agreement.

## **ARTICLE 13 – OVERTIME**

- 13.01** Employees who are required by management to work other than their regular full-time hours of duty shall be paid overtime.
- (a) A part-time employee can work up to normal full-time hours without incurring overtime.
  - (b) Double time for all overtime hours worked Monday through Friday inclusive.
  - (c) Employees who are required to work on their regular days of rest shall be paid at the rate of double time for all hours worked.
  - (d) Legal holidays – regular pay plus double time.
  - (e) Employees called out for duty after or before regular working hours without prior notice shall receive a minimum of two (2) hours pay at overtime rates applicable.

- (f) Except in the case of an emergency, overtime shall be worked on a voluntary basis.
- (g) In the event that an employee is required to appear as a witness in court on a day other than their regular assigned day of work on a matter arising out of their employment, they shall be paid overtime at the applicable rates. The employee shall submit to the director/curator all witness fees received.

**13.02** Employees may elect to bank overtime for the purpose of taking time off in lieu of overtime worked. Any banked time may be taken at a time mutually agreeable between the employee and their supervisor and shall not be unduly denied.

- (a) Such time off shall be granted based on double time the actual hours of overtime worked.
- (b) All banked time shall be taken within twelve (12) months of the day it was earned.
- (c) Any banked overtime, if not taken within twelve (12) months of the day it was earned, shall be paid out at the rate it was earned at double time on the next normal pay period.
- (d) Any request for pay in lieu of banked overtime shall be granted and paid out at the end of the next normal pay period at the rate (double time), it was earned.

## **ARTICLE 14 – RESIGNATIONS, SUSPENSIONS, DISMISSALS AND CENSURE**

**14.01** When an employee is laid off or discharged, the director/curator shall notify the recording secretary of the union in writing, setting forth the reasons.

**14.02** Whenever an employee is disciplined in any manner they will be informed of the nature of the misconduct, the standard of performance expected, and the consequences of not meeting those standards. The written particulars of the discipline will be supplied to the personnel committee and the recording secretary of the union.

**14.03** Any employee subject to discipline shall be notified in writing of the alleged misconduct and the union executive copied. Except in cases where the safety of people or property are compromised or threatened, an employee shall not be held out of the service or disciplined until an investigation and hearing has been held.

**14.04** Any employee may, for just cause, be suspended without pay for a period of time, not to exceed five (5) days, as deemed appropriate under the circumstances by their director/curator. Any suspensions beyond five (5) days require the approval of the Board of Moose Jaw Art Museum Incorporated and shall not exceed fifteen

(15) working days. All discipline shall be subject to the right of appeal as provided in Article 21 – Investigations, Grievances and Arbitrations.

- 14.05** The hearing will be held within ten (10) working days of the director/curator's knowledge of the event. The union shall be informed, and the employee shall have the right to union representation during the hearing. At the hearing, both the director/curator and union shall present the evidence and/or witnesses to support their respective claims.

The union shall be furnished with copies of the relevant material documents.

Neither the union nor the employee's right to the grievance clause is restricted by any provision contained within the foregoing.

**14.06 Presence of a Shop Steward**

In all cases where the director/curator or their designate considers an employee's conduct to warrant a disciplinary action (dismissal, suspension, reprimand, investigative meetings), no steps shall be taken other than in the presence of a local union executive representative who may, at the option of the employee, act as an advocate. The employee shall have an opportunity to state their side of the case.

**ARTICLE 15 – PAY PERIODS**

**Payment of Wages and Salaries**

- 15.01** Employees shall be paid on a semi-monthly basis on the fifteenth (15<sup>th</sup>) and the last day of the month.
- 15.02** To convert the salary of a monthly paid employee to an hourly rate of pay, the following formula shall apply:

$$\frac{\text{Employee's regular annual salary}}{\text{Number of hours in employee's regular work week} \times 52}$$

e.g.

$$\frac{30,000.00}{40 \text{ hrs} \times 52 \text{ wks}} = \$14.42 \text{ per hour}$$

$$\frac{30,000.00}{36 \frac{1}{4} \text{ hrs} \times 52 \text{ wks}} = \$15.92 \text{ per hour}$$

Subject to 15.02, any employee who commences employment after the beginning of a pay period or terminates employment before the end of a pay period shall be paid for hours worked in that pay period based on the formula.

## **ARTICLE 16 – SICK PAY AND SICK PAY BENEFITS**

**16.01 (a)** Employees who have been in the employer's service for at least six (6) months continuously, shall earn sick leave at the rate of one and three-quarters (1 3/4) days per month of continuous service from their date of hire. The accumulation shall not exceed **twenty-three (23)** days in any one (1) year of service.

**(b) Mental Health Days**

**In recognition of the importance of mental health, each employee shall be entitled to two (2) sick days of the twenty-three (23) days per year, for the maintenance of mental health.**

**16.02** Sick pay shall be allowed for a period of more than three (3) working days only if the employee produces a certificate signed by a duly qualified medical practitioner certifying that the employee by reason of illness was unable to perform their duties during the period for which claim is made. Any such cost associated from the medical practitioner's medical note shall be reimbursed by the employer with proof of receipt.

**16.03** A deduction shall be made from accumulated sick leave of all normal workdays absent for sick leave. Any employee, who, under the terms of the above clause, is entitled to full pay during the period of illness, shall also be entitled to accumulate sick pay credits on the following conditions:

- (a) Each of the employees shall receive sick pay credits for **twenty-three (23)** working days, less the actual number of days during such year with respect to which they received full pay while absent from duty through illness. Sick pay credits will accumulate to a maximum of one hundred and nineteen (119) working days.
- (b) Any employee who becomes unable to work because of illness shall, after having exhausted their rights under subsection (1) [and subject to the production of a medical certificate as required under subsection (2)] be entitled to receive full pay for sick time up to one hundred and nineteen (119) working days, and their account for sick pay credits will be deducted accordingly.
- (c) Days of rest accruing during the absence of any employee on sick leave shall not be deemed to be sick leave for the purpose of this section.
- (d) Employees who are receiving sick pay credits shall be entitled to accumulate sick days to their credit. Employees while on Long-Term Disability shall not accumulate sick pay credits.

- (e) No usage of sick credits (or accumulation) shall be allowed on an **earned day off** unless the employee was scheduled to work on the **earned day off**, in which case another day shall be mutually agreed upon by the employees and their supervisor as the employee's **earned day off**.

**16.04** If any employee is injured in an accident or becomes ill or injured in any circumstances where the employee commences any action for the recovery of lost wages and benefits against the person causing such injury, accident or illness (or their insurer) for their injury, and the employee has used their sick credits under this article and has been paid the salary and wages from their sick pay and sick pay benefits, the employee shall reimburse the employer the amount recovered for lost wages and benefits paid by the person causing the injury, accident or illness (or their insurer), and upon receipt of the payment, shall have all the sick pay credits used during the period of injury, accident or illness reinstated to their credit.

**16.05** Any employee who retires at age fifty-five (55) or who has twenty-five (25) years of service (for CUPE employees), shall be paid a retirement gratuity (over and above any other gratuities mentioned elsewhere in this agreement) equivalent to one (1) day's pay for each four (4) full days of sick pay benefits to their credit as of the date of retirement.

**16.06 Long-Term Disability**

- (a) Permanent employees employed with Moose Jaw Art Museum Incorporated who are under the age of sixty-five (65) years of age shall be entitled to long-term disability benefits after the employee has exhausted either one hundred and nineteen (119) days of the accumulated sick pay credits that have been credited to their sick credit account or in cases where an employee has not accumulated one hundred and nineteen (119) days to their sick pay credits, they shall utilize the Employment Insurance sick benefits up until and including the one hundred and nineteenth (119<sup>th</sup>) day before being eligible for the long-term disability benefits. These long-term disability benefits including adjudication and rehabilitation services are carried by an insurance company underwriter, current policy provider as established by the Canadian Museums Association, administered by Aon Consulting, and maintained by Moose Jaw Art Museum Incorporated.
- (b) The long-term disability benefit is to be sixty-six and two-thirds (66 2/3%) percent of the disabled employee's rate of pay at the time the long-term disability benefits commence.
- (c) The long-term disability benefit is integrated with the Canada Pension Plan and Workers' Compensation Board disability benefits. The indexing of the Canada Pension Plan and Workers' Compensation Board benefits will not reduce the long-term disability plan's benefit.

- (d) For a period of twenty-four (24) months, the employee shall receive pay equal to the level of sixty (60%) percent of salary or wages based upon the wages paid at the time long-term disability benefits commence.
- (e) During the period of twenty-four (24) months referred to above, it is the employee's responsibility to present the carrier, if requested, a medical certificate every six (6) months outlining the status of their medical condition.
- (f) If during or at the end of the before mentioned twenty-four (24) months, the employee's medical condition be such that they are able to participate in an approved rehabilitation program, whether with Moose Jaw Art Museum Incorporated service or otherwise, the payments shall be made to the employee equivalent to the sixty (60%) percent before mentioned less fifty (50%) percent of any earnings of salaries or wages during the time of retraining and re-employment.
- (g) Should the illness or disability of the employee be of such a nature as to render any of the work retraining impossible, the employee shall receive sixty (60%) percent of wages up to the age of sixty-five (65).
- (h) Upon returning to work after long-term disability, an employee will be permitted to take leaves of absence without pay wherever required to allow the concerned employee to bring their health to a state where they can re-enter this work force on a full-time basis.
- (i) Employees upon qualifying for long-term disability benefits through the Disability Insurance Plan shall be paid all monies owing to them for annual holidays earned to the date of qualification (i.e., both unused days in the current year plus accrued holidays to the date of qualification). The payment of holiday pay will not reduce nor delay the long-term disability benefits payable by the insurance company.

**16.07** Where an employee must provide for the needs of an immediate member of the family (immediate member being mother, father, spouse, children, common-law spouse and common-law children, same-sex partner), the employee shall, upon approval of the director/curator, shall be entitled to use eight (8) sick days of sick credits per year, and the sick credits shall be deducted accordingly. In the absence of any remaining sick credits, the employee shall be entitled to use any vacation remaining to their credit in that year.

- (a) In the event an employee requires additional sick leave than that provided for above, the leave may be granted by the director/curator.

## **ARTICLE 17 – PAYMENT OF BENEFITS DURING STRIKE**

Payment of benefits shall be paid by the employer for the following:

- (a) Group Life and AD & D
- (b) Extended Family Health Care and Vision Care
- (c) Dental Care
- (d) Pension (Employer and employee's share if applicable)
- (e) Annual Vacation

In the event of a strike, these benefits shall not be prorated.

## **ARTICLE 18 – SPECIAL LEAVE OF ABSENCE**

**18.01** Any employee may be granted leave without pay, insofar as the regular operation of the employer will permit, providing reasonable notice is given to the director/curator. The leave of absence shall not exceed a reasonable period of time, as determined by the Board of Moose Jaw Art Museum Incorporated.

Employees may not take other employment during the leave, except by written permission of the director/curator. Failure to receive approval shall be considered a resignation from the service of Moose Jaw Art Museum Incorporated.

**18.02** In case of any member of the union being appointed to represent the union at conventions, conferences, workshops, educationals or executive meetings, one employee shall be granted leave, without pay, for union business upon application to the director/curator. If other union representatives request leave of absence, without pay, it may be granted by the director/curator.

The employer will continue all wages and benefits for employees on union leave and will be reimbursed the costs on a monthly basis at a rate of one hundred and fifteen (115%) percent by the union.

**18.03** (a) Any permanent employee who is selected for a full-time position with the union, or with which the union is chartered and affiliated, shall upon application to their director/curator, be granted leave of absence without pay for a period of time not exceeding one (1) year, provided one (1) week's notice is given.

- (i) The leave shall be renewed each year upon application three (3) months prior to completion of their leave of absence.
- (ii) No claim shall be entertained for any promotions effected during their leave of absence.
- (iii) The employee's original seniority shall be retained but no accumulation shall occur during the period of leave.

- (b) Any employee who is elected to public office shall be granted leave of absence without pay. For the period of holding office, the employee shall retain their original seniority rights with no decrease in status, but without claim to any promotions effected during their absence.
- (c) Employees on leave in accordance with 18.03 (a) or (b) in excess of two (2) months, shall give a minimum of fourteen (14) days notice, in writing to the director/curator and the personnel committee of their intent to return to work.

**18.04 Educational leave is acknowledged to be of mutual benefit to employees and the employer.**

- (a) If an employee requests educational leave that is beneficial to the employer, they shall be granted the leave for a period of up to one year with no loss of seniority or accumulated benefits.
- (b) If the employer requests an employee to upgrade their education, the employer shall maintain all wages and benefits.
- (c) If an employee is granted educational leave that is not job related, they shall receive no remuneration, seniority or benefits.
- (d) In the case of education leave, employees may request special flexible working arrangements, which must be mutually agreeable between the employer and the union.

**18.05 Domestic Violence and Employee Safety**

- (a) The employer and the union recognize that situations of violence or abuse in an employee's personal life can affect their attendance or performance at work. The parties further recognize that victims are often reluctant to disclose because of the stigma associated with domestic violence and the fear of gossip, not being believed, job loss and other negative outcomes; that perpetrators are often skilled at hiding and rationalizing their abusive behavior; and that privacy arguments are often used to cover up violence that occurs in intimate relationships. For these reasons, the parties pledge their support to employees impacted by domestic violence and agree to the following:
  - (i) An employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation (for example: a written note from a doctor, lawyer, counselor, intake worker, or worker at a women's or crisis shelter).

- (ii) Workers experiencing domestic violence shall be granted forty (40) hours paid leave for attendance at appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single hours, without prior approval and may require short notice.
- (iii) Absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay not to exceed thirty (30) calendar days.

**(b) Privacy, Confidentiality and Disclosure Information**

The employer and the union agree that requests and inquiries must be done carefully in order to balance the safety and privacy of the employee, and that privacy and confidentiality should be maintained to the furthest extent possible. As such, the parties agree to the following:

- (i) Requests submitted under the terms of this article will be treated as confidential by the employer. All personal information concerning domestic violence will be kept confidential and no information will be kept on the employee's personnel file without their express written permission.
- (ii) Information will only be disclosed on a "need to know" basis to protect confidentiality while ensuring worker safety.
  - 1) The parties will not disclose more personal information than is reasonably necessary to protect workers from injury and will share information only with those who need to know.
  - 2) Information will only be shared in emergency situations, for threat assessment, for safety planning and for the effective implementation of protective orders, such as limiting public access in certain circumstances.
- (iii) The employer will provide mechanisms for workers to report incidents and risks of domestic violence.

**ARTICLE 19 – PARENTING, MATERNITY, PARENTAL AND ADOPTION LEAVE**

**19.01 Parenting Leave**

Employees on any approved parenting leave shall continue to earn seniority during the leave.

Extensions may be granted by the director/curator.

At least twenty-eight (28) days notice shall be given by the employee prior to the date upon which they will return from leave.

## **19.02 Maternity Leave**

(a) Every employee who:

- (i) has been in the employment of Moose Jaw Art Museum Incorporated for at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence;
- (ii) submits to the employer an application in writing for leave under this article at least four (4) weeks before the date specified by them in the application as the day on which they intend to commence the leave; and,
- (iii) provides their employer with a certificate of a qualified medical practitioner certifying that they are pregnant specifying the estimated date of birth;

shall be granted by the employer maternity leave from their employment with Moose Jaw Art Museum Incorporated.

(b) Where:

- (i) an employee has failed to comply with clause (a)(ii) but is otherwise entitled to maternity leave pursuant to subsection (a); and
- (ii) a duly qualified medical practitioner certifying that there are *bona fide* medical reasons that require the employee to cease work immediately;

the employee shall be granted by the employer maternity leave from their employment with Moose Jaw Art Museum Incorporated.

Maternity leave will be for a period of up to eighteen (18) months.

## **19.03 Parental Leave**

(a) The employer shall grant parental leave to every employee who:

- (i) has been in employment with Moose Jaw Art Museum Incorporated for at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence; and

- (ii) submits to the employer a written application for leave at least four (4) weeks before the day specified by them in the application as the day they intend to commence the leave.
- (b) An employee who is a parent of a newborn child or a newly adopted child is entitled to a parental leave of not more than:
  - (i) Fifty-nine (59) weeks, if the employee has taken a maternity leave or an adoption leave; or
  - (ii) Seventy-one (71) weeks, in other cases.
- (c) A parental leave must be taken during the period of:
  - (i) Thirteen (13) weeks preceding the estimated date of birth or the estimated date on which the child is to come into the employee's care, as the case may be;
  - (ii) Either:
    - (1) if one (1) employee is taking leave pursuant to this section, seventy-eight (78) weeks following the actual date of birth or the actual date on which the child comes into the employee's care; or
    - (2) if two (2) employees are taking leave pursuant to this section with respect to the same child, eighty-six (86) weeks following the actual date of birth or the actual date on which the child comes into the employee's care.
    - (3) If clause (a)(i) applies, the employee shall take the parental leave consecutive to the maternity leave or adoption leave, as the case may be.
- (d) The employer shall grant to an employee who fails to comply with clause (a)(ii), upon application, leave for a continuous period of thirty-five (35) consecutive weeks, beginning on the date within three (3) weeks from the date of birth of their child.

#### **19.04 Adoption Leave**

- (a) The employer shall grant adoption leave to every employee who:
  - (i) has been in the employment of Moose Jaw Art Museum Incorporated for at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence; and
  - (ii) submits to the employer a written application for leave at least four (4) weeks prior to the date of their adoption of a child.

- (b) Adoption leave consists of a period of not more than thirty-five (35) weeks commencing on the day the child becomes available for adoption.
- (c) Where an employee is unable to comply with clause (a)(ii), they shall give notice to the employer equivalent to the notice given to the adoptive parents by the adoption agency involved.

**19.05** No pay in lieu or rescheduling of any days shall be given to employees on leave of absence. They shall be deemed to have forfeited the earned days off. Pay is calculated based on hours of work.

**19.06** For any leave of absence without pay of one (1) continuous month or longer, the following benefits shall be pro-rated:

- (a) sick pay credits
- (b) annual holidays
- (c) anniversary date for probation
- (d) anniversary date for salary increments

## **ARTICLE 20 – SENIORITY**

### **20.01 Seniority**

- (a) Upon completion of the required probationary period, new employees shall earn seniority from the date of hire.
- (b) Non-permanent positions shall earn seniority from date of hire upon completion of the probationary period and this time shall be considered service for the purposes of determining vacation credits and participating in the eligible benefit plans.
- (c) Seniority shall be retained, provided there is no break in service of more than two (2) calendar years from the date of last employment, provided the employee returns to work as soon as they are again called.
  - (i) Seniority shall continue to be earned for up to two (2) years while an employee is on long-term disability.

### **20.02 Posting of Positions**

NB. For the purposes of the following clauses 20.02 and 20.03 “qualifications” means technical and educational requirements, skill and ability.

- (a) Any full-time position filled continuously on a full-time basis by a permanent or a non-permanent employee for a period of twelve (12) consecutive months shall be bulletined and filled as a permanent position.

- (b) All new positions and vacancies to be filled shall be posted on the bulletin boards by the **director/curator** for a period of seven (7) working days. It shall contain brief particulars of the position including rates of pay.
- (c) Qualifications being sufficient to perform the duties of the job, positions shall be filled by:
  - (i) the most senior qualified applicant.

**NOTE:** In the event two (2) or more employees of equal seniority have applied for a permanent position, seniority earned in non-permanent positions shall be used in determining the successful applicant.

Subject to 20.02(c), the final selection for any position will be made by the **personnel committee**.

- (d) A promoted employee shall be paid the salary range for the position to which they advanced. If an employee has performed the duties of the position to which they advanced, they shall be given credit for the service in the position towards the earning of an increment. In no event shall their rate of pay exceed the maximum in the new range.
- (e) The union shall be advised of all applicants for positions posted.

### **20.03 Loss of Seniority**

An employee shall lose seniority if the employee:

- (a) Is discharged for just cause and is not reinstated.
- (b) Resigns or retires from service with the Moose Jaw Art Museum Incorporated.
- (c) If after layoff, a permanent employee fails to report for seven (7) days after notification to the employee's address on record with the employer unless the employee furnishes reasons for such failure satisfactory to the **director/curator**.
- (d) Is not employed with the Moose Jaw Art Museum Incorporated for a period exceeding two (2) years.

## **ARTICLE 21 – LAYOFFS, BUMPING, RECALL**

### **21.01 Layoffs**

- (a) Layoffs shall be based upon insufficient work as determined by the Board of Moose Jaw Art Museum Incorporated. When it is necessary to reduce the number of employees, the following shall apply:
- (i) Permanent employees shall be laid off, only after all non-permanent employees, anywhere in the employer's service have been laid off in positions for which the permanent employee possesses sufficient qualifications to perform the work.
  - (ii) The most junior permanent employee in the employer's service shall be laid off first.
  - (iii) In the event of a layoff, affected employees shall have the right to be retrained or redeployed in vacant permanent or non-permanent positions that are approved for filling anywhere in the bargaining unit.
  - (iv) Subject to (iii) the salary of a redeployed employee shall be no less than ninety (90%) percent of their previous rate. It shall remain at that rate until the rate for the new job is equal to or greater than their current rate.
  - (v) Any laid off employee shall have the right to revert to any position for which they have qualified and previously occupied, based upon seniority.
  - (vi) In the event there is a reduction in staff involving new employees who have not yet acquired seniority, the employee hired last shall be laid off first, providing the employees being retained have the sufficient qualifications to perform the duties of the available position.
  - (vii) Following lay offs, qualified employees laid off under this section (iv) shall be given the opportunity to return according to their seniority.

### **21.02 Notice Period**

- (a) The employer may terminate the employment of any permanent employee upon giving written notice that their services are no longer required as follows:
- Two (2) weeks written notice if their period of employment is six (6) months or more but less than three (3) years.
  - Four (4) weeks written notice if their period of employment is three (3) years or more but less than five (5) years.

- Six (6) weeks written notice if their period of employment is five (5) years or more but less than ten (10) years.
  - Eight (8) weeks written notice if their period of employment is ten (10) years or more.
- (b) An employee with less than six (6) months of employment shall receive one (1) week written notice.
- (c) Dismissals for just cause shall be made without any notice.

**ARTICLE 22 – PROBATIONARY PERIOD, TRIAL PERIOD AND PERMANENCY OF EMPLOYMENT**

**22.01** All new employees in permanent positions shall be on probation for a six (6) month period. Employees promoted to another position shall be on a **trial period** in the new position for a period of three (3) months, except where the duties of the new position greatly differ in nature from the current duties, then the **trial period** shall be six (6) months. Extension of probation/trial period must be by mutual consent between the parties to this agreement.

- (a) Employees on probation shall have their performance evaluated half-way through and at the end of the required probation period by their supervisor. The results of the evaluation shall be provided in writing to the employee and the director/curator and shall be discussed with the employee.
- (b) **In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee so requests, they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted as a result of the posting shall be returned to their former position, wage or salary rate without loss of seniority.**

**22.02** (a) Should the director/curator decide that a probationer is not qualified for the position, then the probationer shall revert to their former position, and any other employees affected by such reversion shall likewise revert.

- (b) Where an employee opts to revert or is reverted during the probation period, the reversion shall not affect their rights to again apply for a promotion.

**ARTICLE 23 – INVESTIGATIONS, GRIEVANCES AND ARBITRATION**

When an employee has been dismissed, suspended, disciplined or demoted, or has any other grievance, an investigation may be held at their request; the procedure shall be as follows:

- 23.01** (a) The employee shall, within ten (10) working days following the discipline, suspension, dismissal, demotion, or any other grievance, first state their case in writing, addressed to the union, and shall thereafter be heard by a committee of the union.
- (b) The union shall, within ten (10) working days, be heard by the director/curator. In making application for a hearing, the union shall outline in writing the matter grieved. The hearing shall be held within ten (10) working days of the application being made. The director/curator shall, within ten (10) working days following the hearing, give their report and/or decision and reasons in writing to the union.
- (c) In the event of the decision of the director/curator is unsatisfactory to the union, it may appeal to the personnel committee by filing the written statement of grievance as well as a copy of the decisions and reasons of the director/curator. The appeal shall be filed with the personnel committee within ten (10) working days following the receipt of the decision of the director/curator.
- (d) The personnel committee shall hear the appeal within ten (10) working days after it has been filed with them and shall give their decision in writing within ten (10) working days after the conclusion of the hearing.

**23.02** If the union is not satisfied with the decision of the personnel committee, the union has thirty (30) days in which it shall notify the personnel committee of its intention to proceed to a board of arbitration or mediation.

- (a) Each party shall name one (1) nominee to the board.
- (b) These two (2) nominees shall meet and endeavour to agree on a chairperson for the board. In the event the nominees cannot agree on a chairperson, they shall select a chairperson from the following list of arbitrators to be used in rotation. The list of arbitrators will be reviewed from time to time by the parties.

Anne Wallace, Solicitor  
**Makayla Keet**

- (c) The board shall follow commonly accepted arbitration hearing procedures and will provide an opportunity for each party to the dispute to present its case.
- (d) The board shall confine itself to the matter grieved and shall not have any power to alter, change or amend in any way, the provisions of this collective agreement.

- (e) The board shall hold its hearings and render its decision within thirty (30) days of the last hearing date.
- (f) The majority report of the board shall be the findings of the board and shall be final and binding on both parties.
- (g) Each party shall pay the salary and expenses of its nominee and the salary and expenses of the chairperson shall be borne equally by the parties.

**23.03** The time limits as set out in the various steps may be extended by mutual agreement.

## **ARTICLE 24 – BEREAVEMENT LEAVE**

**24.01** Leave of absence with full pay shall be granted to employees who suffer the loss by death of a member of their immediate family. [Immediate family being interpreted as mother, father, legal guardian, Aboriginal Elder, brother, sister, spouse, fiancé, children, mother-in-law, father-in-law, grandchildren, grandparent of employee or spouse, common-law spouse, partner, stepchildren and parents of common law spouse (common-law spouse being a person with whom the employee has lived with in a stable marital type of relationship for a period of three (3) or more consecutive months)].

- (a) Where the death and burial of the relative mentioned in this article occurs in Moose Jaw, such bereavement leave shall consist of five (5) working days or part thereof to be taken at the time of death, funeral and/or interment.

In the event of a memorial service or interment separate from the leave above, an employee may save one (1) of the days identified in this article without loss of pay to attend the interment or service.

In the event of special circumstances, leave may be granted at the discretion of the director/curator.

- (b) Where the burial of the relative mentioned in this article takes place at a place other than the City of Moose Jaw, such bereavement leave shall consist of the days, or part thereof, mentioned in (a) above, as well as reasonable travel time, which bereavement leave and travel time together shall not exceed seven (7) working days in total, inclusive of any of the employee's rest days, to be taken at the time of death, funeral and/or interment.

The employee or their designate shall notify the director/curator prior to commencing bereavement leave under this article.

**24.02** Bereavement leave in the case of death of other relatives may be granted at the discretion of the **director/curator**.

## **ARTICLE 25 – PAY FOR PROMOTIONS**

A promoted employee shall be paid the salary range for the position to which they advanced. Their performance will be assessed in the new position during the probation period.

- 25.01** Any employee who is assigned to perform the duties of a job in a higher paid job group will be paid at the salary step in the assigned range, next higher to their current salary.
- 25.02** Any employee who is assigned to perform duties other than those of their regular job in the same job group or lower job group, shall continue to be paid their regular rate of pay.
- 25.03** Employees assigned to a job in a higher paid job group shall receive vacation pay at their regular job rate.
- 25.04** Employees assigned to a higher paid job group will earn increments at the higher pay.
- 25.05** Any employee who is assigned to perform the duties of an out-of-scope job shall be paid an additional amount equal to ten (10) percent of their normal rate of pay or the minimum hourly rate of pay for the position in which they are performing superior duty, whichever is greater. An employee receiving overtime pay as per Article 13 shall not be eligible for superior duty pay for the performance of the same duties.

## **ARTICLE 26 – REMUNERATION**

The positions included in this collective agreement will be evaluated using the job evaluation as developed between CUPE Local 9 and City of Moose Jaw once the plan is completed.

- 26.01** The employer hereby approves the job group, job evaluation, salary schedules and wage rates as set forth in Schedule 1 of this agreement, and undertakes:
- (a) That until otherwise agreed, employees shall be paid according to their respective classifications as set forth in the said schedule.
  - (b) The union and the employer shall meet from time to time to carry out the following functions:

- (i) Whenever changes occur in the duties required in respect to any position, to re-evaluate the same and when new positions are created to evaluate same in accordance with a job evaluation system to which the parties may agree, to assign salaries in conformity with the evaluations to be carried out in consultation with the director/curator, and with the union negotiation committee if a union position is involved.
- (ii) Salary and wage increments, where provided for in Schedule I attached, with the exception of the maximum rate, shall after completion of probation and subject to the approval of the director/curator be effective on the nearest pay period, in six (6) month intervals, based on the employee's anniversary date of employment.
- (iii) Regular performance ratings of employees shall be carried out at least annually by their supervisor.
- (iv) Any disagreement between the employer and the union with respect to the new position or positions in the matter of scope, salary schedules, and wages shall be subject to grievance.

## **ARTICLE 27 – SERVICE PAY**

**27.01** Upon retirement of any employee from Moose Jaw Art Museum Incorporated service, upon reaching the age of fifty-five (55) or after twenty-five (25) years of service, the employer shall pay to the employee a severance gratuity, including all service, calculated according to the following schedule:

- (a) Fifteen (15) cents per day for each day of service in excess of five (5) years, but not exceeding ten (10) years.
- (b) Twenty (20) cents per day for each day of service in excess of ten (10) years, but not exceeding twenty (20) years.
- (c) Twenty-five (25) cents per day for each day of service in excess of twenty (20) years, but not exceeding twenty-five (25) years.
- (d) Thirty (30) cents per day for each day of service in excess of twenty-five (25) years.

**27.02** The amount payable to any employee under this article shall not exceed \$1,500.00

## **ARTICLE 28 – COMPENSATION IN CASE OF ACCIDENTS**

**28.01** The employer agrees that whenever any employee who has been in the employer's service for at least three (3) months, not necessarily continuously, is injured during the course of duties, they shall, for the period during which they receive compensation under the *Workers' Compensation Act*, be entitled to be paid their full salary on the regular pay days for a period of time up to two (2) full years for permanent employees and for a period of time they would have normally been employed for non-permanent employees. The employee shall assign to the employer all compensation cheques issued to them by the Workers' Compensation Board in respect to the compensable period.

The employer will not pay an employee for compensation, for an injury as determined by the Workers' Compensation Board occurring in an accident outside the employ of Moose Jaw Art Museum Incorporated. This clause shall not be deemed to apply to employees who have been placed on the Long-Term Disability Benefit Program.

- 28.02** (a) Any employee who is injured during the performance of their duties shall report the accident and injury immediately to the director/curator who shall ensure that the proper forms are completed.
- (b) Employees in receipt of Workers' Compensation Board Benefits for a period of three (3) months continuously or longer shall receive pro-rata adjustments in the following:
- sick credits
  - vacation
- (c) It shall be the responsibility of the employee while receiving Workers' Compensation Board Benefits to maintain contact with the employer and provide further information as may be required from time to time.

## **ARTICLE 29 – JOB TRAINING**

**29.01** Moose Jaw Art Museum Incorporated undertakes that it will inaugurate and maintain a system of "on-the-job-training" with the intent and purpose that every employee shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising, to the position next senior to their own; providing that nothing herein contained shall be construed as obligating the employer to furnish training for any position requiring professional qualifications.

**29.02** Where employees are working the 5-5-4 work week and the scheduling of an employee's training program conflicts with an employee's earned day off, such day off will be re-scheduled to a time that is mutually agreeable between the employee and the director/curator.

## **ARTICLE 30 – PENSION PLAN**

**30.01** The employer will contribute an amount equal to seven and one-half (7.5%) percent of regular monthly earnings to a Registered Retirement Savings Plan (RRSP) in each employee's name. That amount will be matched by the employee through payroll deduction.

## **ARTICLE 31 – VESTED RIGHTS**

**31.01** Whenever an employee dies while in the employer's service, the employer shall pay to the surviving spouse or partner of the employee, or if no spouse or partner survives, then to the executor or administrator of the employee's estate, the following:

- (a) Any wages or salary due.
- (b) Any holiday pay due.
- (c) Any service pay credits earned.
- (d) Any gratuity for which such employee would have been qualified under Article 16.05 had they attained retirement age and retired as of the date of their death.

**31.02** Whenever an employee resigns for ill health or injury certified by a medical practitioner, to be of such nature or character as to prevent them from properly carrying out their duties, or where they are permitted to resign for any cause which, in the opinion of the director/curator, incapacitates them from properly discharging their duties, the provision of Article 31.01 hereof shall as necessary apply, except that payments shall be made directly to the employee upon their request.

**31.03** Whenever an employee is terminally ill, as defined in Article 3.10, the provisions of Article 31.01 shall apply and be payable to the employee upon their request.

**31.04** Whenever an employee is laid off, is dismissed, or resigns for cause not covered by Article 31.02, the employer shall only pay to them the items listed under Articles 31.01 (a) and (b).

## **ARTICLE 32 – GROUP INSURANCE**

**32.01** The employer shall provide for each eligible employee Group Life Insurance in the amount of \$25,000.00 including accidental death and dismemberment coverage. A copy of the insurance plan shall be supplied to each insured employee.

## **ARTICLE 33 – TIME OFF FOR VOTING AT ELECTION**

**33.01** The employer agrees to allow each of its employees, to whom this agreement relates, such consecutive hours off for voting for municipal, provincial and federal elections as may be required under the statutes pertaining thereto, without deduction from pay.

## **ARTICLE 34 – JURY DUTY**

**34.01** If an employee is required to serve as a juror or subpoenaed in court as a witness, they shall suffer no loss of pay, provided that any compensation received shall be submitted by the employee to the employer immediately upon receipt.

## **ARTICLE 35 – WORK OF THE BARGAINING UNIT & CONTRACTING OUT**

**35.01** Employees whose jobs are not in the bargaining unit shall not work on any jobs included in the bargaining unit, except for purposes of instruction or in emergencies when regular employees are not available.

**35.02** The union agrees that it is the right of the employer to contract out, subject to the following:

No employee including part-time shall lose their employment or suffer a loss in wages/salaries or suffer a reduction in normal hours of work, as a result of contracting out.

## **ARTICLE 36 – SAFETY**

It is agreed that safety regulations are necessary to protect the best interest of employees, and conformance with them shall be a condition of employment with Moose Jaw Art Museum Incorporated.

### **36.01 Objectives**

**The employer will take every precaution reasonable in the circumstances for the protection of employees.**

The union and the employer, as a matter of principle, recognize that occupational health and safety is a shared concern. While the provision of a healthy and safe workplace is the responsibility of the company, both parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological and social well-being with respect to working conditions.

**The parties agree to abide by *The Saskatchewan Occupational Health and Safety Act Regulations*, and it is further agreed that these statutes form a part of this collective agreement. There shall be no discrimination, no penalty, no intimidation, and no coercion when employees comply with this article.**

The **employer shall** not dismiss, intimidate, coerce, suspend, or transfer a worker or practice discrimination or take reprisals against them, or impose any other sanction upon them because they have suffered an employment injury or exercised their rights under this collective agreement, or any applicable statute.

**The employer and the union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all employees.**

### **36.02 Health and Safety Committee**

(a) **A joint management and employees health and safety committee will be established according to the terms and conditions of *The Saskatchewan Employment Act*, the committee will normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked and will be paid according to the collective agreement. Minutes will be taken of all meetings and copies will be sent to the employer and to the union.**

(b) **Members of the committee will be selected by the union and will be trained to be a certified member as defined under *The Saskatchewan Employment Act Occupational Health and Safety Branch*. Training will be provided with full costs paid by the employer (including keeping pay whole).**

#### **(c) Preparation**

The members of all health and safety committees shall be provided with a one (1) day release to prepare for the meeting if requested. This time will be provided the day directly preceding the scheduled meeting day.

#### **(d) Meeting Duration**

The employer shall ensure that sufficient meeting time is provided for committee meetings related to health and safety so that all agenda items will be discussed.

#### **(e) Duties of the Workplace Committee**

The duties and responsibilities of the workplace health and safety committee will include, **but not limited to:**

- **Considering and expeditiously disposing of health and safety complaints or reports relating to the health and safety of employees.**
- **Participating in all inquiries, investigations, studies, and inspections pertaining to the health and safety of employees, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the committee on those matters.**
- **Participating in the development of health and safety policies and programs.**
- **Participating in the implementation and monitoring of the employer's health and safety programs.**
- **Participating in the development, implementation, and monitoring of a program for the prevention of hazards in the workplace that also provides for the education of employees in health and safety matters related to those hazards.**
- **Participating in the implementation and monitoring in programs related to the provision of personal protective equipment, clothing, devices, or materials.**
- **Shall inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once each year.**
- **On a weekly basis, receive health and safety related complaints, accident and incident reports from the employer, as well as investigations relating thereto.**
- **Analyze reports of investigations relating to accidents that have occurred or that may likely occur, examining and recommending remedial and/or preventive action to eliminate any hazards at the source.**

**(f) Committee Guest**

The co-chairs of the committee shall be able to invite external guests providing they provide two (2) weeks notice to the other co-chair.

### 36.03 Documentation

The **employer** will make the following documents available to policy and relevant workplace committee members:

- a copy of accident, incident, investigation reports given to the relevant compensation board or authority on a monthly basis;
- up-to-date statistics on work related accidents (frequency/type /seriousness indexes) when requested by a committee member;
- all legal or technical documents that pertain to the committee's purposes;
- the amount of contributions made to the relevant compensation board or authority; and
- in addition, the **employer** will notify the relevant workplace committee union co-chair and policy committee union co-chair as soon as an **employee** exercises their right to refuse unsafe work or as soon as a major work accident has occurred.

The committee members of any of the health and safety committees may request from an **employer** any information that it considers necessary to identify existing or potential hazards in the workplace. It shall have full access to all government and **employer** reports, studies and tests relating to the health and safety of employees.

For clarity, the policy committee shall have full access to all of the government and **employer** reports, studies and tests relating to the health and safety of employees in the workplace, or to the parts of those reports, studies and tests that relate to the health and safety of employees, but shall not have access to the medical records of any person except with the person's consent.

### 36.04 Personal Protective Equipment

**An employee who is required by the employer to wear or use any protective clothing shall have the equipment supplied at no cost to the employee. Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at annual intervals thereafter and the employee will participate in such instruction and training.**

### 36.05 Work Refusal under Health and Safety

**No employee will be disciplined for refusal to work on a job, which, in the opinion of the employee is not safe, provided that their refusal to work was made in good faith.**

## **Committee Minutes**

- The **employer** shall provide draft minutes of committee meetings, no later than fifteen (15) days after a meeting has been held.
- Action items agreed to, or requested by, the union within the minutes will clearly identify the person responsible for completing that action item, and timeframe for the expected completion of the action.

### **36.06 Union Notification**

**A union member of the health and safety committee shall be notified, as promptly as possible, of any reported work-related accident(s), incident(s) or illness(s) that are work-related and require a committee investigation. The purpose of this investigation is to find the causal and contributing factors of the accident, incident, or disease and to develop corrective actions using the hierarchy of controls and written procedures to prevent it from happening again. The member shall be a part of all aspects of the investigation. Where there is a disagreement over the causal and contributing factors of an incident or the recommendations, both views will be recorded in the written report. For further clarity, incidents that did or could have led to lost time injuries, fatalities or illness shall be investigated by the committee.**

## **ARTICLE 37 – NEW TECHNOLOGICAL CHANGE**

### **37.01 Definition**

The introduction of equipment, material or processes different from that previously used that affects one or more employees.

- (a) The introduction of equipment or material of a different nature or kind than that previously utilized.
- (b) A change in the work, undertaking or business carried on by the employer that is directly related to that equipment or material, including the removal of any part of the work, undertaking or business.

### **37.02 Advance Notice**

When the **employer** is considering the introduction of technological change:

- (a) The **employer** will notify the **union** as far as possible in advance of its intentions and update the information provided as new developments arise and changes are made.

- (b) The foregoing notwithstanding, the employer shall provide the union at least one hundred and twenty (120) days before the introduction of technological change, with a detailed description of the changes it intends to implement, disclosing all foreseeable effects and repercussions on employees.

Notice mentioned in subsection (2) shall be in writing and shall state:

- (i) The nature of the technological change.
- (ii) The date upon which the employer proposes to effect the technological change.
- (iii) The number and type of employees likely to be affected by the technological change.
- (iv) The effects the change may be expected to have on employees' terms and conditions of employment.
- (v) Identify and provide the necessary training required for the technological change when possible.

### **37.03 Consultation**

Technological change shall be introduced only after the union and the employer have consulted and have reviewed the technological change and the possible effects of the change on employees and the application of provisions of this collective agreement. Upon written notice, the employer and the union may commence collective bargaining for the purpose of revising the existing provisions or including new provisions in this collective agreement to assist the employees affected by the change.

### **37.04 Arbitration**

If, as it affects the technological change, the employer and the union disagree on the application of the collective agreement, the matter shall be referred to the arbitration procedure.

### **37.05 Transfer Arrangements**

An employee whose job is rendered redundant and is displaced from their job as a result of the technological change shall be given an opportunity to fill any vacancy for which they have the seniority and which they have sufficient qualifications. If there is no vacancy, they shall have the right to displace employees with less seniority, provided they have sufficient qualifications to perform the job.

### **37.06 Training Benefits**

Notwithstanding the above, where an employee is not displaced and where new or greater skills are required than are already possessed by affected employees using current technology, the employee shall, at the expense of the employer, be given a reasonable period of time not to exceed six (6) months, during which they may perfect or acquire the skills necessitated by the technological change.

### **37.07 Additional Training**

Subject to the above, should the introduction of a technological change create a need for the perfection or acquisition of skills requiring a training period of longer than six (6) months, the additional training time may be provided if it is not economically prohibitive.

### **37.08 New Classification**

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the union and the employer mutually agree to exclude them.

If the parties are unable to agree on the classification and/or the rate of pay for the job in question, the issue shall be resolved in accordance with the provisions of Article 23.

## **ARTICLE 38 – BENEFIT PLAN**

**38.01** Each employee shall have the following benefits, with premiums paid by Moose Jaw Art Museum Incorporated:

- \$25,000.00 Life Insurance
- \$25,000.00 Accidental Death and Dismemberment
- \$5,000.00 Dependent Life
- Extended Family Health Care and Vision Care
- Dental Care – includes major restorative services

**38.02** Each employee has Long-Term Disability and Weekly Indemnity and is individually responsible for these premiums.

**38.03** The Canadian Museums Association Group Benefits Program Basic Plan shall provide the following specific benefits:

- |   |   |
|---|---|
| (a) Life Insurance  | • \$25,000.00   |
| (b) Accidental Death & Dismemberment  | • \$25,000.00   |
| (c) Dependent Life  | <ul style="list-style-type: none"> <li>• \$5,000.00 spouse</li> <li>• \$2,500.00 each child</li> </ul>  |
| (d) Long-Term Disability<br>(Employee pays premium)                                       | <ul style="list-style-type: none"> <li>• 60% of monthly earnings</li> <li>• Maximum monthly benefit \$5,000.00</li> <li>• Benefits payable after 17 weeks of disability</li> <li>• Benefits payable to age 65</li> </ul>  |
| (e) Extended Health Care  | <ul style="list-style-type: none"> <li>• 100% reimbursement, nil deductible for semi-private hospital and out of country medical expenses</li> <li>• 90% reimbursement, nil deductible for prescription drugs, paramedical practitioners, hearing aids, orthopaedic shoes, glucometers, private duty nursing, ambulance services, medical equipment, overall unlimited maximum</li> </ul> |
| (f) Dental Care – Basic Service   | <ul style="list-style-type: none"> <li>• 80% reimbursement, nil deductible for oral exams, x-rays, fillings, scaling, polishing, root canal therapy, oral surgery, denture relining, rebasing</li> <li>• Maximum \$1,500.00 per person per year</li> </ul>  |
| (g) Weekly Indemnity<br>(Employee pays premium)   | <ul style="list-style-type: none"> <li>• 66.67% of weekly earnings</li> <li>• Maximum weekly benefit \$750.00</li> <li>• Benefits payable from 1<sup>st</sup> day for disability due to accident; 8<sup>th</sup> day for disability due to sickness</li> <li>• Payable for maximum 17 weeks</li> </ul>  |
| (h) Vision Care   | <ul style="list-style-type: none"> <li>• Reimbursement for cost of glasses or contact lenses</li> <li>• Maximum \$200.00 per 24 months (\$200 per 12 months for children under the age of 18)</li> </ul>  |
| (i) Dental Care – Basic Services listed under Basic Plan, PLUS Major Restorative Services | <ul style="list-style-type: none"> <li>• Maximum \$2,000.00 per person per year</li> <li>• Basic and Major services combined</li> <li>• 50% reimbursement, nil deductible on inlays, onlays, crowns, full/partial dentures, fixed bridgework</li> </ul>   |

Signed this 16 day of October 2023

IN WITNESS WHEREOF each of the parties hereto has caused these presents to be executed in its Corporate name, and its Corporate seal to be affixed under the hands of its proper officers in that behalf, the day and date first above written.

FOR THE EMPLOYER:

FOR THE UNION:

James Rone

Robin Mitchell

Jhon

Ashurige

**SCHEDULE 1**

**MONTHLY SALARY SCHEDULE**

**January 1, 2023 – 2.0% Economic Adjustment**

	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>
Administrative Assistant	3804.62	3886.27	3978.42	4133.20
Education Coordinator	4704.45	4902.54	5084.05	5281.21
Preparator	3400.00	3434.00	3543.82	3686.00

**January 1, 2024 – 2.0% Economic Adjustment**

	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b>4<sup>th</sup></b>
Administrative Assistant	3880.71	3964.00	4057.99	4215.86
Education Coordinator	4798.54	5000.60	5186.18	5386.83
Preparator	3468.00	3502.68	3613.31	3759.72

