

MEMORANDUM OF SETTLEMENT
Between
MACKENZIE ART GALLERY
And
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5791

ARTICLE 1 – DEFINITIONS

NEW

1.19 Week shall be defined as Sunday to Saturday.

ARTICLE 7 – LAY OFF AND RECALL

7.2 An employee whose position is being abolished shall have the right to exercise any one of the following:

- a) to exercise bumping rights on **the** basis of the total seniority in accordance with Article 7.3 through 7.8;

7.10 Severance Pay

~~7.10.1 A permanent employee who is terminated pursuant to Article 7 shall be entitled to receive severance pay on the basis of one (1) month pay for each year of service or portion thereof. Pay will be calculated on the basis of the employee's rate of pay at the time of separation. Severance pay is a payment to an employee to ease the effects of involuntary separation through job abolishment and layoff. It is not compensation for past services.~~

7.10.2 ~~Notwithstanding the above, effective April 1, 2018 a~~ A permanent employee who is terminated pursuant to Article 7 shall be entitled to receive severance pay on the basis of two (2) weeks pay for each year of service or portion thereof. Pay will be calculated on the basis of the employee's rate of pay at the time of separation. Severance pay is a payment to an employee to ease the effects of involuntary separation through job abolishment and layoff. It is not compensation for past services.

ARTICLE 9 – HOURS OF WORK

9.1 Full-time Employees (Flex-time)

Full-time employees shall work 450 **one hundred and fifty (150)** hours averaged over a ~~twelve (12)~~ **four (4)** week period.

Proposed monthly work schedules shall be prepared by each employee and submitted for approval to their immediate supervisor two (2) weeks in advance. To the extent possible, an employee's schedule shall reflect a seven and one-half (7.5) hour day and thirty-seven and one-half (37.5) hour week.

Taking into consideration operational needs, the work schedule shall include the following:

- Personal preferences;
- All foreseeable variances;
- Vacation, discretionary days and other leaves;
- Meal breaks of at least thirty **(30)** minutes.

The employee will submit all unforeseeable modifications (excluding overtime) to their immediate supervisor for approval at the earliest opportunity and, whenever possible, prior to the modification. The employer will make every reasonable effort to notify employees of the need to modify hours one (1) week in advance. All hours worked due to the modification(s) will be scheduled during the averaging period at a time mutually agreed between the employee and the supervisor. Agreement will not be unreasonably withheld.

The schedule will be amended to reflect any modifications as soon as possible.

No employee will work a split shift unless mutually agreed between the employee and the supervisor.

(moved to NEW 9.2)

~~Overtime is defined as all hours worked in excess of the averaging period. All overtime must be authorized in writing in advance of being worked by the Director of Finance & Operations, except for emergency situations involving risk or potential damage to the assets of the gallery. In such cases it is to be reported as soon as possible thereafter.~~

~~Overtime shall be paid at one and one half (1.5) times the regular rate of pay. An employee may choose to bank overtime hours as time off in lieu at one and one half (1.5) times the rate of pay. Banked overtime will be used within the next averaging period at a mutually agreed time.~~

~~Overtime paid to an employee on a monthly rate shall be computed on the value of one (1) hour. The hourly rate shall be computed using the annual rate divided by 1950 hours.~~

NEW (moved from 9.1)

9.2 Overtime is defined as all hours worked in excess of the averaging period. All overtime must be authorized in writing in advance of being worked by the ~~Director of Finance & Operations~~ **Employer**, except for emergency situations involving risk or potential damage to the assets of the gallery. In such cases it is to be reported as soon as possible thereafter. **When a supervisor sees the need to approve overtime over their allocated budget, they must receive approval from the Director of Finance and Operations.**

Overtime shall be paid at one and one half (1.5) times the regular rate of pay. An employee may choose to bank overtime hours as time off in lieu at one and one half (1.5) times the rate of pay. ~~Banked overtime will be used within the next averaging period at a mutually agreed time.~~ **to a maximum of thirty-seven and one half (37.5 hours). This shall be taken at a time agreed between the employee and the Employer.**

Overtime paid to an employee on a monthly rate shall be computed on the value of one (1) hour. The hourly rate shall be computed using the annual rate divided by **one thousand, nine hundred and fifty (1950) hours.**

Renumber existing clauses.

9.5 Days of Rest

All employees shall be entitled to ~~two (2) consecutive days~~ **forty-eight (48) continuous hours** of rest within a seven (7) day period. It is the responsibility of employees who normally work irregular hours to arrange their schedule appropriately. When an employee is unable to arrange their schedule to provide for ~~two (2) consecutive days~~ **forty-eight (48) continuous hours** off, the employee must approach the supervisor to find a resolution. If the employee is still required to work on a day of rest, the employee shall be credited with a minimum of three (3) hours of work for each occasion the employee reports to work on a scheduled day off. Emergency call out on a day of rest will entitle the employee to a minimum three (3) hour credit.

ARTICLE 10 – PAY ADMINISTRATION

10.2 Pay Periods

All employees shall be paid ~~monthly~~ **bi-weekly.**

10.10 Temporary Performance of Higher Duties

Temporary performance of higher duties is the voluntary assignment of an employee to perform duties of a greater responsibility than defined in ~~her~~ **their** current classification. In such circumstances the employee shall receive payment for each regular day of assignment equal to an increase of **six per cent (6%)** over their current hourly rate.

Temporary performance of a higher position is subject to Article 10.5.

Assignments for five (5) or fewer working days shall not apply.

After ninety (90) calendar days, the assignment will be reviewed by the Union-Management Committee.

ARTICLE 12 – VACATION LEAVE

12.1 Vacation Entitlement

~~The following provisions accrue to employees provided seniority is not broken. During the first year of service, an employee will be entitled to one and one quarter (1.25) days vacation for every month of service, or fifteen (15) working days per year. From the date one year of employment is completed until five (5) years have been completed, an employee is entitled to one and two thirds (1 2/3) days vacation for each month of service, or twenty (20) days per year. At the end of five (5) years of service, an employee will be entitled to vacation leave at the rate of two and one twelfth (2 1/12) days per month, or twenty five (25) days per year. At the end of nineteen (19) years of service, an employee will be entitled to two and one half (2 1/2) days per month or thirty (30) days per year.~~

An Employee shall accrue annual vacation credits on the following basis:

- i) During the first (1st) year of service earn fifteen (15) days off per year.**
- ii) From the first (1st) completed year of service until five (5) years earn twenty (20) days off per year.**
- iii) From six (6) years of service until eighteen (18) years earn twenty-five (25) days off per year.**
- iv) From nineteen (19) years on earn thirty (30) days off per year.**

12.3 Vacation Leave

12.3.1 Vacation Leave – Term (of less than ~~12~~ **eight (8) months**) and Casual Employees

All Term (of less than ~~12~~ **eight (8) months**) and Casual employees shall be paid **six per cent (6%)** vacation pay on each pay cheque.

12.3.2 Vacation Leave – Term (of more than ~~12~~ **eight (8)** months) and Part-Time Employees

Vacation allowances shall be paid at the following rates:

- ~~6 percent~~ **Six per cent (6%)** when the vacation entitlement is fifteen (15) days vacation,
- ~~8 percent~~ **Eight per cent (8%)** when the vacation entitlement is twenty (20) days vacation,
- ~~10 percent~~ **Ten per cent (10%)** when the vacation entitlement is twenty-five (25) days vacation,
- ~~12 percent~~ **Twelve per cent (12%)** when the vacation entitlement is thirty (30) days vacation.

Employees who receive vacation allowance on each pay cheque may be granted leave of absence without pay, if requested. The leave must be taken at a time mutually agreed between the employee and the supervisor.

An employee may elect, **upon acceptance of employment**, to bank such earnings and be paid out when a vacation is taken, provided two (2) week's notice is given to payroll.

ARTICLE 15 – SICK LEAVE

15.1 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, quarantined by a duly authorized medical person, or under examination or treatment by a physician ~~including donation of organs~~, chiropractor, or dentist, **registered massage therapist, counsellor or other medical practitioner, or because of donating organs**, donating blood, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

15.5 Deduction from Sick Leave Accumulation

Absence on account of illness will be deducted from sick leave accumulation based on actual time absent and calculated as a portion of the regular daily work hours for each employee. Usage of paid sick leave on each occasion of disability is limited to a period of ~~one (1) year~~ **two hundred (200) days**.

ARTICLE 16 – DISCIPLINE OF EMPLOYEES

16.4 Written Warning

An employee whose performance and/or conduct are unsatisfactory shall be given written warning in the presence of the Shop Steward or executive-at-large and a copy of the written warning, including particulars of the unsatisfactory work performance or conduct which led to such dissatisfaction, will be forwarded to the Union. If the Union considers the action unjustified, it shall have from the date the written warning was issued to the employee, fourteen (14) days in which to file a grievance. An employee may respond in writing to the written warning, and such response will become part of the employee's record.

A written warning will be removed from the employee's file after ~~four (4)~~ **three (3)** years of subsequent employment during which no formal disciplinary action is taken.

16.5 Suspension

The Employer reserves the right to suspend an employee without pay for just cause, for a period up to ~~one (1) month~~ **30 (thirty) calendar days**. The notice of suspension shall be given to the employee in the presence of a Shop Steward or executive-at-large. Confirmation of the action taken by the Employer will be conveyed to the employee in writing by the Director of Finance & Operations as soon as possible, with a copy of the letter to the Union. If the Union considers the action unjustified, it shall have, from the date of suspension begins or the notice is received by the Union, whichever is later, fourteen (14) days in which to file a grievance. Letters will be removed from the employee's file after ~~four (4)~~ **three (3)** years of subsequent employment during which no formal disciplinary action is taken. The employee's benefit plan coverage will continue in full effect during any suspension.

ARTICLE 18 – LEAVE OF ABSENCE

NEW

18.9 Domestic Violence Leave

The Employer shall provide up to five (5) paid days leave for employees addressing situations of domestic violence. Additional paid days may be granted drawing from employee sick leave credits. In the event an employee has no remaining sick leave credits, additional paid days may be granted at the discretion of the Director of Finance and Operations.

ARTICLE 20 – BENEFIT PLANS

20.2.3 Pension Plan

If the leave of absence (except as provided in Articles 18.1 and 18.3) is less than thirty-one (31) calendar days, contributions to the pension plan and service credits will not be affected.

If the leave is for thirty (30) days or longer, contributions to the pension plan and accumulation of service credit will be discontinued unless prior arrangements are made for pre-payment of both the employee's and the Gallery's share.

Notwithstanding this, when an employee is on Short Term Disability or Long Term Disability, no contributions will be made to the pension plan, but service credits will be deemed to accumulate in the normal manner.

An employee who is receiving the twenty-five (25) weeks of Supplementary Employment Insurance Benefits (Article 18.6.3) shall not make contributions to the Pension Plan, and the Gallery will also not make contributions. However, service credits will be deemed to accumulate in the pension plan in the normal manner.

20.xx Flexible Spending Account (FSA)

Each permanent employee, at the conclusion of the elimination period, shall be provided with an FSA in the amount of \$500 (\$800 (\$300 increase) effective January 1, 2020) each calendar year. This FSA will allow employees to supplement their benefit programs. Once per year, prior to end of the last business day of November, members may direct the allocation of their FSA credits to one or both of the following:

- a) **Health care spending account; or**
- b) **Personal spending account (taxable)**

Both accounts are subject to Canada Revenue Agency regulations. Should no election be made, all credits will default to the health care spending account.

April 1, 2019 CUPE Salary Grid with Economic Adjustment of

1.5%

Baseline Salary Grid with 7 steps @ 3% increments

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	3% Increment
1	32,267 \$ 16.55							-
2	35,067 \$ 17.98	36,186 \$ 18.56	37,305 \$ 19.13					1,119
3	39,800 \$ 20.41	41,071 \$ 21.06	42,342 \$ 21.71					1,270
4	43,115 \$ 22.11	44,537 \$ 22.84	45,959 \$ 23.57	47,380 \$ 24.30				1,421
5	47,700 \$ 24.46	49,273 \$ 25.27	50,845 \$ 26.07	52,418 \$ 26.88				1,573
6	50,561 \$ 25.93	52,284 \$ 26.81	54,008 \$ 27.70	55,731 \$ 28.58	57,455 \$ 29.46			1,724
7	54,995 \$ 28.20	56,869 \$ 29.16	58,743 \$ 30.12	60,618 \$ 31.09	62,492 \$ 32.05			1,875
8	59,428 \$ 30.48	61,454 \$ 31.51	63,479 \$ 32.55	65,504 \$ 33.59	67,530 \$ 34.63			2,026
9	63,858 \$ 32.75	66,036 \$ 33.86	68,213 \$ 34.98	70,391 \$ 36.10	72,568 \$ 37.21			2,177
10	63,635 \$ 32.63	65,964 \$ 33.83	68,292 \$ 35.02	70,620 \$ 36.22	72,949 \$ 37.41	75,277 \$ 38.60	77,605 \$ 39.80	2,328
11	67,767 \$ 34.75	70,246 \$ 36.02	72,726 \$ 37.30	75,205 \$ 38.57	77,684 \$ 39.84	80,164 \$ 41.11	82,643 \$ 42.38	2,479
12	71,900 \$ 36.87	74,530 \$ 38.22	77,160 \$ 39.57	79,791 \$ 40.92	82,421 \$ 42.27	85,051 \$ 43.62	87,681 \$ 44.96	2,630
13	76,032 \$ 38.99	78,813 \$ 40.42	81,594 \$ 41.84	84,375 \$ 43.27	87,156 \$ 44.70	89,937 \$ 46.12	92,719 \$ 47.55	2,782

April 1, 2020 CUPE Salary Grid with Economic Adjustment of

1.0%

Baseline Salary Grid with 7 steps @ 3% increments

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	3% Increment
1	32,590 \$ 16.71							-
2	35,418 \$ 18.16	36,548 \$ 18.74	37,678 \$ 19.32					1,130
3	40,198 \$ 20.61	41,482 \$ 21.27	42,765 \$ 21.93					1,283
4	43,546 \$ 22.33	44,982 \$ 23.07	46,419 \$ 23.80	47,854 \$ 24.54				1,436
5	48,177 \$ 24.71	49,766 \$ 25.52	51,353 \$ 26.33	52,942 \$ 27.15				1,588
6	51,067 \$ 26.19	52,807 \$ 27.08	54,548 \$ 27.97	56,288 \$ 28.87	58,030 \$ 29.76			1,741
7	55,545 \$ 28.48	57,438 \$ 29.46	59,330 \$ 30.43	61,224 \$ 31.40	63,117 \$ 32.37			1,894
8	60,022 \$ 30.78	62,069 \$ 31.83	64,114 \$ 32.88	66,159 \$ 33.93	68,205 \$ 34.98			2,046
9	64,497 \$ 33.08	66,696 \$ 34.20	68,895 \$ 35.33	71,095 \$ 36.46	73,294 \$ 37.59			2,199
10	64,271 \$ 32.96	66,624 \$ 34.17	68,975 \$ 35.37	71,326 \$ 36.58	73,678 \$ 37.78	76,030 \$ 38.99	78,381 \$ 40.20	2,351
11	68,445 \$ 35.10	70,948 \$ 36.38	73,453 \$ 37.67	75,957 \$ 38.95	78,461 \$ 40.24	80,966 \$ 41.52	83,469 \$ 42.80	2,504
12	72,619 \$ 37.24	75,275 \$ 38.60	77,932 \$ 39.97	80,589 \$ 41.33	83,245 \$ 42.69	85,902 \$ 44.05	88,558 \$ 45.41	2,657
13	76,792 \$ 39.38	79,601 \$ 40.82	82,410 \$ 42.26	85,219 \$ 43.70	88,028 \$ 45.14	90,836 \$ 46.58	93,646 \$ 48.02	2,809

April 1, 2021 CUPE Salary Grid with Economic Adjustment of

1.5%

Baseline Salary Grid with 7 steps @ 3% increments

3%

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Increment
1	33,079							-
	\$ 16.96							
2	35,949	37,096	38,243					1,147
	\$ 18.44	\$ 19.02	\$ 19.61					
3	40,801	42,104	43,406					1,302
	\$ 20.92	\$ 21.59	\$ 22.26					
4	44,199	45,657	47,115	48,572				1,457
	\$ 22.67	\$ 23.41	\$ 24.16	\$ 24.91				
5	48,900	50,512	52,123	53,736				1,612
	\$ 25.08	\$ 25.90	\$ 26.73	\$ 27.56				
6	51,833	53,599	55,366	57,132	58,900			1,767
	\$ 26.58	\$ 27.49	\$ 28.39	\$ 29.30	\$ 30.21			
7	56,378	58,300	60,220	62,142	64,064			1,922
	\$ 28.91	\$ 29.90	\$ 30.88	\$ 31.87	\$ 32.85			
8	60,922	63,000	65,076	67,151	69,228			2,077
	\$ 31.24	\$ 32.31	\$ 33.37	\$ 34.44	\$ 35.50			
9	65,464	67,696	69,928	72,161	74,393			2,232
	\$ 33.57	\$ 34.72	\$ 35.86	\$ 37.01	\$ 38.15			
10	65,235	67,623	70,010	72,396	74,783	77,170	79,557	2,387
	\$ 33.45	\$ 34.68	\$ 35.90	\$ 37.13	\$ 38.35	\$ 39.57	\$ 40.80	
11	69,472	72,012	74,555	77,096	79,638	82,180	84,721	2,542
	\$ 35.63	\$ 36.93	\$ 38.23	\$ 39.54	\$ 40.84	\$ 42.14	\$ 43.45	
12	73,708	76,404	79,101	81,798	84,494	87,191	89,886	2,697
	\$ 37.80	\$ 39.18	\$ 40.56	\$ 41.95	\$ 43.33	\$ 44.71	\$ 46.10	
13	77,944	80,795	83,646	86,497	89,348	92,199	95,051	2,852
	\$ 39.97	\$ 41.43	\$ 42.90	\$ 44.36	\$ 45.82	\$ 47.28	\$ 48.74	

MONETARY

April 1, 2019 – 1% lump sum payout

April 1, 2020 – 1% lump sum payout

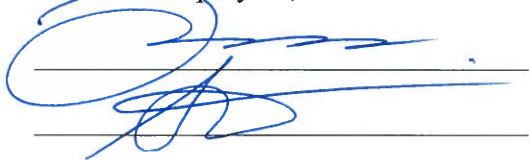
April 1, 2021 – 1% lump sum payout

Lump sum payments will be based on an average of all employees' salaries and will be paid out equally to all employees.

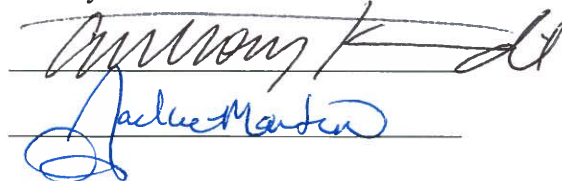
SALARY GRID

Dated this 26 day of November, 2019.

Signed on behalf of the Canadian Union
of Public Employees, Local 5791:



Signed On behalf of MacKenzie Art
Gallery:



JG/JM/nk:cope491

