

FLEXIBLE WORK WEEK-VANCOUVER MARITIME MUSEUM

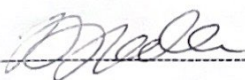
The Employer and the Union agree to the following:

Notwithstanding any other provision in the Collective Agreement, Regular Full-Time and Temporary Full-Time Employees may be required to work a flexible work schedule to meet legitimate operational needs such that:

1. Employees shall work seventy (70) hours in each two (2) week period (one (1) pay period).
2. Employees shall be entitled to at least four (4) days off during each two (2) week period (exclusive of vacation or other approved leaves).
3. Scheduling of the specific hours of work in each day, including scheduling of days off each two (2) week period, shall be done by the supervisor after discussions with and/or suggestions by the employee.
4. Except in the case of emergencies or emergent conditions, work schedules shall be established in advance of the flexible week so that the employees are provided with a minimum of ten (10) calendar days' notice of the new schedule.
5. Where a work schedule results in hardship for the employee concerned, the Employer will attempt to accommodate the employee's needs through changes to the schedule or other mutually agreeable means.
6. Employees shall not work more than seven (7) consecutive days to be followed by at least two (2) consecutive days off unless supervisors and employees mutually agree otherwise.
7. Meal breaks and rest periods shall be in accordance with the Collective Agreement except where the day exceeds seven (7) hours in which case an employee shall not work more than five (5) consecutive hours without an unpaid meal break and not more than three and one-half (3½) hours without a paid rest period.
8. No workday may exceed twelve (12) hours of paid work. Employees will not be required to work less than seven (7) hours in a day more than once per week except where the employee and supervisor mutually agree otherwise and/or except where it may be necessary to bring employees' hours of work in a two-week period to the seventy (70) total. Where a day is scheduled for less than seven (7) hours, it shall not be less than four (4) hours.
9. Employees shall be entitled to overtime compensation as follows:
 - (a) Compensation as provided for in Article 8.1(c)(i) and (ii) shall apply if the employee works more than twelve (12) hours in a day.
 - (b) Except as provided for in (4) above, compensation as provided for in Article 8.1(c)(iii) shall apply if the employee works on scheduled days off, unless the employee and supervisor mutually agree otherwise.

- (c) Compensation at the rate of one and one-half (1½) times the regular rate of pay for the first sixteen (16) hours worked in excess of seventy (70) hours in each two (2) week period and two (2) times the regular rate of pay for any additional hours.
- (d) It is understood that where an employee is scheduled to work less than twelve (12) hours in a day, the hours of work between the scheduled hours and twelve (12) hours shall be paid at straight-time rates. Such hours shall be counted toward the seventy (70) hours in the pay period unless they exceed the seventy (70) hours in the pay period in which case overtime shall apply in accordance with (c) above.
- (e) An employee will receive compensating time off in lieu of being paid overtime. The employee shall be credited with compensating time off equivalent to the number of hours for which the employee would be paid for the overtime worked at the rate or rates of pay in effect at the time such overtime was worked. Such overtime shall be calculated in the manner set forth in 9(c). An employee shall not take any compensating time off without first receiving the approval of the Director or the authorized representative of the Director, provided however that if all the compensating time off has not been used by August 31 of the year next following the year in which the overtime was worked entitling the employee to such compensating time off, or prior to leaving the service of the employer for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received at the rate or rates of pay in effect at the time such overtime was worked.
10. Pay for vacation, sick leave and other leaves will be based on seven (7) hours per day.
11. The flexible work week provisions shall apply to approved professional development activities and approved work away from the Employer's premises.
12. Current employees only, who, at the date of ratification of the Memorandum of Agreement, were covered by footnote (c) of Schedule "A" shall continue to receive the one (1) additional pay grade for as long as they occupy their positions.
13. This Letter of Understanding shall remain in force until either party serves thirty (30) calendar days' written notice to cancel.
14. Effective 1999 May 01 and continuing as long as the Letter of Understanding continues in effect, the Employer agrees to increase the Employer's share of the premiums for Medical, Extended Health, Dental, and Group Life from sixty-five percent (65%) to seventy-five percent (75%).

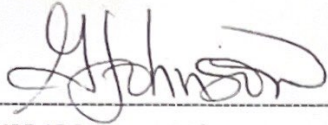
SIGNATURES:



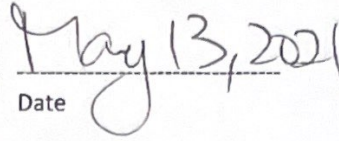
Oct 17, 2022

Vancouver Maritime Museum

Date



CUPE 15 Representative



Date