

2022

MEMORANDUM OF AGREEMENT

between the

VANCOUVER MUSEUM SOCIETY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 15
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE VANCOUVER MUSEUM SOCIETY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE BOARD OF THE VANCOUVER MUSEUM SOCIETY;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2026 DECEMBER 31 (hereinafter called the "New Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2021 Collective Agreement continue except as specifically varied below. For the purposes of this Memorandum only, agreed upon changes to specific wording in the Collective Agreement shall be signified with struck-through text indicating deletions and bolded text indicating additions. The formatting of these changes will not be carried forward into the drafting of the new Collective Agreement.

2. **Article 2 – Term of Agreement**

The term of the new Collective Agreement shall be for five (5) years from 2022 January 01 to 2026 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the first sentence of Article 2 only to read as follows:

"This Agreement shall be for a term of ~~four (4) years with effect from 2017 January 01 to 2020 December 31~~ **five (5) years, effective from 2022 January 1 to 2026 December 31,** both dates inclusive."



3. General Wage Increases

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2022 January 01, all hourly rates of pay that were in effect on 2021 December 31 shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent and then increased by an additional thirty-five cents (\$0.35).
- (b) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31 shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent and then increased by an additional thirty-five cents (\$0.35).
- (c) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31 shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent and then increased by an additional thirty-five cents (\$0.35).
- (d) Effective 2025 January 01, all hourly rates of pay that were in effect on 2024 December 31 shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent and then increased by an additional thirty-five cents (\$0.35).
- (e) Effective 2026 January 01, all hourly rates of pay that were in effect on 2025 December 31 shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent and then increased by an additional thirty-five cents (\$0.35).
- (f) Retroactive payments arising from (a) and (b) will be made within ninety (90) days of ratification of this Memorandum of Agreement and only shall be made to persons employed by the Employer at the time of ratification.

4. Preamble

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the preamble of the Collective Agreement to read as follows:

"WHEREAS:

- A. The Employer is an employer within the meaning of the *Labour Relations Code of B.C.*;
- B. The Union is the bargaining agent for the employees at 1100 Chestnut Street, Vancouver, B.C., ~~except the Director and Executive Assistant~~ **those not covered by the Union's certification or those appropriately excluded under the *Labour Relations Code*.**

THIS AGREEMENT shall constitute the wages and working conditions for the employees so certified."



5. **Clause 3 – Union Security**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to number the existing paragraphs as Clause 3.1 and 3.2 respectively and to add new clauses as follows:

3.3 Exclusive Bargaining Agent

The Vancouver Museum Society recognizes the Canadian Union of Public Employees, Local 15 as the sole and exclusive bargaining agent for employees in the bargaining unit for which the Union has been certified by the Labour Relations Code of British Columbia.

3.4 No Separate Agreements

The Vancouver Museum Society will not enter into any verbal or written agreement with any employee or group of employees, regarding the wages and/or working conditions of such employee(s), which conflicts with this Agreement.

3.5 Notification

The Union shall be notified of all reclassifications, re-evaluations, postings, hirings, layoffs, recalls, terminations of employment and any situations that may affect the bargaining unit.

3.6 Seniority List

The Employer shall provide an updated seniority list of all regular and temporary bargaining unit employees on an annual basis and as required for the effective administration of the Collective Agreement. Seniority is based on date of hire for all regularized positions.

3.7 Other Employee Information

(a) The Employer shall provide an updated list of auxiliary employees and their hours worked on an annual basis and as required for the effective administration of the Collective Agreement.

(b) The Employer also shall provide an updated list of excluded employees on an annual basis.

3.8 Introduction of New Employees

The Employer agrees that a Union steward/representative will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.



6. **Clause 9.2 – Public Holidays**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend first 2 paragraphs of Clause 9.2(a) to read as follows:

“Subject to Clauses 9.2(b) and 9.2(c) the employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Family Day*, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, **National Day of Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day ~~appointed by the City Council to be a civic holiday~~ **declared a statutory holiday by the Province of B.C.;**

~~*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a public holiday for the purposes of this Collective Agreement.”~~

7. **Clause 10.2 – Medical Services Plan**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to remove the existing Clause 10.2 – Medical Services Plan and to renumber subsequent provisions in Clause 10 as required.

8. **Clause 10.6 – Dental Services Plan**

Effective the first day of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend only the opening paragraph of Clause 10.6 to read as follows:

“The Employer agrees to provide a dental plan for the benefit of Regular Full-Time Employees **and Temporary Full-Time Employees** who have completed six (6) months of continuous service ~~and Temporary Full-Time Employees who have completed twelve (12) months of continuous service~~, provided the employee is qualified to be enrolled in the Dental Services Plan, which provides for the following services:”

Clauses 10.6 (a)-(d) shall remain unchanged.

9. **Clause 10.7 – Same Sex Benefit Coverage**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.7 to read as follows:

10.7 ~~Same Sex Benefit Coverage~~ **Spouse/Common Law Benefits**

An employee who co-habits with a person of ~~the same sex~~ **any gender**, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits, provided the employee's spouse is qualified under the rules of the Medical, Extended Health, and Dental benefits.

10. **Clause 10.8 A– Sick Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause (A)(2)(a) and (c) to read as follows:

(2) **Sick Leave Usage**

- (a) Sick leave is only to be used where the employee ~~himself and herself~~ is sick and unable to attend work except as set out in (2)(c) below.”
- (c) An employee who is entitled to sick leave may use up to fourteen (14) hours of sick leave each calendar year for the purpose of attending the ~~employee himself or herself~~ **employee’s own medical and/or dental appointments. Employees will make every effort to schedule appointments outside of working hours.”**

Clause 10.8.A(2)(b) remains unchanged.

11. **Clause 10.11 – Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to only amend Clause 10.11(a) to read as follows:

“In the event of the death of an employee’s spouse (including common-law spouse ~~and same sex partner~~), child, **step-child**, ward, foster child, ~~brother, sister,~~ **sibling, step-sibling**, parent, **step-parent**, parent-in-law, grandparent, grandchild, guardian, or other relative if living in the employee’s household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. For purposes of Bereavement Leave, employees ~~in same sex relationships as defined under Clause 10.7~~ shall be entitled to the provisions of this clause **for family members listed above and who are related through a common-law spouse as defined under Clause 10.7.”**

12. **Clause 10.12 – Maternity and Parental Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to only amend Clause 10.12 (a)(1), (2), (3) and (e) to read as follows:

(a) **Length of Leave**

(1) **Birth Mother-Parent**

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave ~~and up to thirty five (35)~~, **beginning no earlier than thirteen (13) weeks prior to the expected date of delivery, and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave unless the employer and employee agree otherwise.**



In the event the birth ~~mother~~ **parent** dies or is totally disabled, an employee who also is the ~~father~~ **parent** of the child shall be entitled to both maternity and parental leave without pay.

(2) Non-Birth-~~Mother~~ **Parent** and Adoptive Parent

An employee who is a parent but not the birth ~~mother~~ **parent** shall be entitled to up to ~~thirty-seven (37)~~ **sixty-two (62)** consecutive weeks of parental leave without pay. The employee shall commence the leave within ~~fifty-two (52)~~ **seventy-eight (78)** weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth, **or termination of pregnancy.**

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological, or emotional condition.

~~Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.~~

An employee's combined entitlement to leave is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under article 10.12 (a) (3) Extensions - Special Circumstances.

(e) Benefits

- (1) ~~MSP,~~ Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

Clause 10.12(b), (c), (d) and (e)(2) remain unchanged.

13. Clause 11.2 – Daily Guarantee

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add new Clause 11.2(e) to read as follows:

“Notwithstanding Clause 11.1, the Employer shall endeavor to provide notice to employees of shift changes no less than forty-eight (48) hours before the shift commences except in cases of unforeseen circumstances and/or emergencies, including unanticipated operational changes over which the Employer has no control.”

14. **Clause 11.3(a) – Posting Positions and Filling Vacancies**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.3(a) to read as follows:

“The Employer agrees that, before permanently filling any vacancy, including any temporary position which is expected to exceed six (6) months in duration, notice of such vacancy shall be **sent electronically to all employees and** posted for seven (7) days ~~in such conspicuous places as may be designated by the Employer~~ **at the worksite in a place designated by the Employer for this purpose and to which all employees shall have access.”**

15. **Clause 11.13 – Occupational Health and Safety**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.13 (b) as follows:

- (b) “All relevant regulations of the *Workers’ Compensation Act* **and all relevant requirements established by WorkSafeBC** shall be observed and adhered to.”

16. **Clause 13.1 – Grievances**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to only amend Clause 13.1 (b), (c) and (e) to change all seven (7) and ten (10) day time limits to fifteen (15) days.

(b) **Step 1**

If the matter is not satisfactorily resolved within ~~ten (10)~~ **fifteen (15)** working days of the meeting with the Supervisor, the aggrieved employee(s) together with the Shop Steward or other Union representative may take up the matter with the Department Head.

(c) **Step 2**

If the grievance is not settled at Step 1 within ~~ten (10)~~ **fifteen (15)** working days of the meeting referring the matter to the Department Head, the matter may be referred to the Director or designate and the Union Business Manager or designate.

(e) **Time Limits**

- (i) If the grievance has not advanced to the next stage under Clauses (b), (c) and (d) within ~~seven (7)~~ **fifteen (15)** working days after completion of the preceding stage and the onus for delay is upon the Union then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.



- (ii) If the ~~seven (7)~~ **fifteen (15)** working daytime limit between steps should be exceeded in the manner described in paragraph (i) above and the onus for delay is on the Employer then the grievance will be deemed to have succeeded and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.
- (iii) Extensions to the time limits of **fifteen (15)** working days ~~and seven (7) working days respectively~~ contained herein above may be agreed upon between the parties only for the most serious of reasons.

17. **Clause 15 – Employment Equity**

Effective the date of ratification, the Employer and the Union agree to amend Clause 15 to read as follows:

“The Union agrees with employment equity programs which will assist ~~visible minorities persons with disabilities, First Nations people, and woman~~ in gaining entry into employment and which will provide opportunities for advancement **for disadvantaged groups and racialized individuals including but not limited to persons who are women, who are Indigenous, Black and or People of Colour (IBPOC), who are gender diverse, who are LGBTQ2S+, and persons with disabilities.**”

18. **Clause 18 – Harassment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 18 to read as follows:

“The Employer and the Union recognize the right of employees to work in an environment free from harassment. **The Employer shall have policies and procedures that shall adhere to all relevant regulations of the *Workers' Compensation Act* and all relevant requirements established by WorkSafeBC.**”

19. **Employment Standards Act**

While not to be included in the Collective Agreement, the Employer agrees to provide current and accurate information on *Employment Standards Act* leave entitlements, including Illness and Injury Leave and any other leaves covered under Part 6 of the *Employment Standards Act*, to all employees on an annual basis or when these entitlements under the *Act* are amended.

20. **Letter of Understanding – Employment Opportunities**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to only amend the Letter of Understanding: Employment Opportunities Section (a)(ii) to read as follows:



“Employees shall be paid no less than the grant rate or ~~ten dollars (\$10.00) per hour~~ the **statutory minimum wage applicable at the time of employment**, whichever is greater. (May not be applicable to Cooperative/Student Programs.)”

21. **Letter of Understanding – Flexible Work Month**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Section 12 of this Letter of Understanding and to renumber subsequent provisions.

22. **Letter of Understanding – Working Committee on the Integration of Schedule “B”**

While not to be included in the Collective Agreement, the Employer and the Union agree that the Letter of Understanding – Working Committee on the Integration of Schedule “B”, which is signed by the Parties and appended to this Memorandum of Agreement, forms part of the settlement of the renewal of the Collective Agreement.

23. **Housekeeping Matters**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the following housekeeping amendments:

- (a) amend Clause 9.1(i) by deleting the words, “For the purpose of this clause”;
- (b) amend Clause 11.7(c) to remove the reference to “MSP”;
- (c) adopt gender neutral language throughout the Agreement;
- (d) adopt and make housekeeping changes as referenced in the January 05, 2022 letter From Rose Chin to Greg Fruno (appended to end of this Memorandum of Agreement)
- (e) delete and/or amend expired effective dates including the following:
 - a. Clause 5.8 – First Aid Premium
 - b. Clause 8.3 – Meal Periods
 - c. Clause 9.1 – Vacations
 - d. Clause 10.3 – Extended Health Care Plan
 - e. Clause 10.8.A – Sick Leave
 - f. Clause 11.13(c) – Occupational Health and Safety
 - g. Clause 11.14 - Discrimination
 - h. Clause 13.3 - Arbitration
- (f) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.



24. Drafting of New Collective Agreement

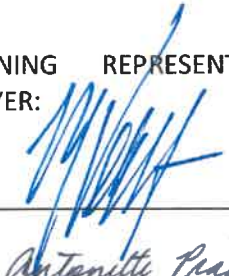
The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

25. Ratification

The Employer and the Union expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum of Agreement to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.


Signed this 13 day of June, 2023.


BARGAINING REPRESENTATIVES FOR THE EMPLOYER:



Antonette Primmanti

BARGAINING REPRESENTATIVES FOR THE UNION:





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LETTER OF UNDERSTANDING

between the

VANCOUVER MUSEUM SOCIETY

(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15

(hereinafter called "the Union")

(collectively, "the Parties")

WORKING COMMITTEE ON THE INTEGRATION OF SCHEDULE 'B'

The Parties to this Letter of Understanding agree to the following effective May 31, 2023:

The Employer and the Union agree to establish a Schedule "B" Working Committee to review and evaluate the feasibility of incorporating provisions maintained under Schedule "B" to continue into corresponding clauses of the Collective Agreement and to make recommendations to the Parties on what changes to the Collective Agreement might be made to this end. The review will be governed by the principle of maintaining existing rights and achieving greater clarity by transferring the provisions of Schedule "B" into relevant Clauses of the Collective Agreement without creating any new rights or obligations and without limiting or removing any existing rights or obligations.

The Parties agree that the Working Committee will evaluate and develop recommendations for Collective Agreement changes or additions to incorporate provisions maintained under Schedule "B" only for the purpose of providing greater clarity and reducing confusion. The Working Committee will produce a report outlining recommendations to the bargaining principals six (6) months prior to the expiration of the Collective Agreement or a later date as agreed. The Parties agree that discussions within the Working Committee and the report of the Working Committee are considered to be without prejudice and shall not be introduced as evidence in any grievance arbitration or in any interest arbitration for this or any subsequent round of collective bargaining. The recommendations of the report and any changes made to Schedule "B" will be subject to collective bargaining toward the renewal of the Collective Agreement beginning January 1, 2022.

Each Party will appoint one individual and one alternate to the Working Committee with the authority to speak on behalf of their Party on this matter. The Committee will meet within three months of ratification of this agreement. The Working Committee will meet at least quarterly until a report is issued. Each side will pay their own expenses for activities related to the committee. Bargaining Unit members appointed to the Working Committee by the Union shall be scheduled and paid by the Employer for participation on the Committee. If the Union's designee is a Union staff person, the designee shall be paid by the Union.

The Working Committee and its members will confer and collaborate with any joint undertaking with a similar mandate agreed to by the Union and the Vancouver Maritime Museum Society and by the Union and the H.R. MacMillan Space Centre Society.

Notwithstanding the above, the parties agree that Schedule "B" will continue to operate in its entirety until the renewal of the Collective Agreement beginning January 1, 2022.



This Letter of Understanding will expire on the date that the Collective Agreement which renews the renewal of the Collective Agreement beginning January 1, 2022 is signed.

SIGNED this 13 day of June, 2023 in the City of Vancouver, BC.

SIGNED ON BEHALF OF CUPE LOCAL 15:

[Signature]
Signature

JUNE 12, 2023
Date

[Signature]
Signature

JUNE 12, 2023
Date

[Signature]
JUNE 12, 2023

SIGNED ON BEHALF OF THE VANCOUVER MUSEUM SOCIETY

[Signature]
Signature

JUNE 13, 2023
Date

Antonette Piamenti
Signature

June 13, 2023
Date

[Signature]

January 5, 2022

Greg Fruno, Director of Operations
Vancouver Museum Society
1100 Chestnut Street
Vancouver, BC V6J 3J9
VIA EMAIL: gfruno@museumofvancouver.ca

Dear Greg:

Re: 2021 Draft Collective Agreements for Review between the Vancouver Museum Society, and Canadian Union of Public Employees, Local 15

Enclosed please find the draft Collective Agreement for your review and approval. We have made all the changes indicated in the Memorandum of Agreement (MOA) ratified 2021 June 7. For easy reference, all new or amended language is indicated by a single underline and deletions are indicated by a ~~strike-out line~~. When commenting on the draft, please do not reference the page numbers as these will change depending on how the document is viewed (i.e. marked up vs. no markup). Instead, we recommend specifying the article and subsection to ensure clarity.

As per the MOA Housekeeping item #4 (*any changes mutually agreed to between the parties during the drafting of the new Collective Agreement*), the following changes have been made. Please confirm your acceptance of these changes where it applies to your agreement:

- In instances where there was either a digit or a spelled number, added either the digit or spelled number as required (e.g. "four (4)"; "one-half (½)").
- In Articles 1, 2, 10.11(a), 11.6(b), 11.7(b)(vi), capitalize "Clause" and "Subsection" to improve consistency across the agreement.
- In Article 5.9(c), replace "5(9)(b)" with "5.9(b)" to accurately reflect the Article numbering format.
- In Article 8.3(a)(iii), replace "that" with "than" to correct the provision and improve readability.
- In Article 8.4, replace "Provincial Emergency Program" with "Emergency Management BC" to reflect the current name of the organization.
- In Article 10.11(b), replace "Greater Vancouver" with "Metro Vancouver" to reflect the current name of the organization.
- In Article 10.12(a), amend Maternity and Parental Leave lengths to reflect recent changes in legislation.

Please review the rates set out in Schedule "A" and advise if any amendments are required. Also, please note that the table of contents and formatting will be revised once all changes are finalized.



Once the draft Collective Agreement has been reviewed, please confirm there are no further changes required. We will update the letter, as needed, and the next step will be to forward the letter and draft Collective Agreement to the Union for review.

Sincerely,



On behalf of:

Rose Chin
Negotiator, Collective Bargaining Regional
Employers Services

cc: Rose Chin, Negotiator, Regional Employers Services
Mauro Vescera, Chief Executive Officer, Vancouver Museum Society

Encl: *Draft Collective Agreement - Vancouver Museum Society - CUPE 15 - 2021*

