

2017 – 2021

COLLECTIVE AGREEMENT

Between

THE VANCOUVER ART GALLERY ASSOCIATION

And

CUPE LOCAL 15 –
VANCOUVER MUNICIPAL, EDUCATION AND COMMUNITY WORKERS' UNION



Vancouver
Artgallery

THIS COLLECTIVE AGREEMENT made and entered into as of the 10th day of February 2019.

BETWEEN:

THE VANCOUVER ART GALLERY ASSOCIATION
(herein after called "the Association")

OF THE FIRST PART

AND:

CUPE LOCAL 15 - VANCOUVER MUNICIPAL, EDUCATION AND COMMUNITY WORKERS
(herein after called "the Union")

OF THE SECOND PART

WHEREAS:

- A. The Association is an employer within the meaning of the Labour Relations Code of British Columbia, being Chapter 212 of the Revised Statutes of British Columbia, 1987;
- B. The Union is the bargaining authority for all employees of the Association included in the certification issued by the Labour Relations Board, except those excluded by the Labour Relations Code.

This Collective Agreement shall constitute the wages and working conditions for the employees so certified.

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1. TERM OF THE AGREEMENT

This Collective Agreement shall be for a term of **forty-eight (48) months effective July 1, 2017 to June 30, 2021.**

During any period when collective bargaining negotiations are being conducted between the parties to amend this Collective Agreement, the present Collective Agreement shall continue in full force and effect until:

- (a) the Union commences a lawful strike; or
- (b) the Association commences a lawful lockout; or
- (c) the parties enter into a new or amended Collective Agreement.

It is understood and agreed between the Association and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia is hereby excluded from and shall not be applicable to this Collective Agreement.

2. DEFINITIONS

The following terms defined in this clause, unless otherwise specifically provided herein shall have, for the purposes of this Collective Agreement; the meanings hereinafter specified and replace all existing definitions:

- (a) "Regular full-time employee" means an employee hired for a regular full-time position, who works a regular schedule of thirty-five (35) hours per week, or the number of weekly hours normal for the applicable class of positions. Regular full-time employees have seniority rights and are eligible for all of the benefits of this Agreement.
- (b) "Regular part-time employee" means an employee hired for a regular part-time position, who works a regular schedule of less than thirty-five (35) hours per week, or less than the weekly hours normal for the applicable class of position. Seniority and eligibility for benefits shall be as set out in subsection (e) below.
- (c) "Temporary employee" means an employee hired on a term certain basis for a specific project or undertaking, who works a regular or irregular schedule of thirty-five (35) hours per week or less. Seniority and eligibility for benefits shall be as set out in subsection (e) below.
- (d) "Casual employee" means an employee hired on an as-needed basis to assist or supplement the regular work-force, who normally works an irregular schedule of less than seventeen and one-half (17.5) hours per week, but who may work additional hours as the need arises. Seniority and eligibility for benefits shall be as set out in subsection (e) below.

- (e) (1) Effective October 9, 1997 regular part-time, temporary and casual employees shall earn seniority on an hourly basis. The seniority list in effect on October 9, 1997 shall be the starting point for this purpose. This list shall be adjusted thereafter to reflect changes in seniority resulting from the hours worked by regular part-time, temporary and casual employees.
- (2) Regular part-time and temporary employees, who are regularly scheduled to work seventeen and one-half (17.5) hours per week or more, are eligible for the benefits of this Agreement, prorated where applicable on the basis of the percentage of full-time hours each such employee actually works.
- (3) Regular part-time and temporary employees, who are regularly scheduled to work less than seventeen and one-half (17.5) hours per week, and casual employees are not eligible for the benefits of this Agreement, but shall receive the percentage in lieu of benefits pursuant to Article 6.8.
- (4) Regular part-time and temporary employees, who are regularly scheduled to work less than thirty-five (35) hours per week, may work additional hours on a temporary or casual basis without changing their normal regular or temporary assignment (i.e. the number of hours for which they were originally hired).
- (5) "Bargaining Group" means those employees who are members of the bargaining unit for whom the Union is the certified bargaining authority.

3. UNION RIGHTS

3.1 Union Security

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after the 1st day of September 1979, shall become members of the Union immediately upon employment.

All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular union dues that all other members of the Union are required to pay to the Union.

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues. The Association shall deduct initiation fees, levies or any other assessments authorized by the Union. Such payments shall be by payroll deduction. Deductions shall become effective on the first day of employment, but the deductions shall be made only if the employee is still in the employ of the Association on the final day of the employee's first pay period. Deductions shall be made in all subsequent months provided an employee works any part of the months.

The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Vancouver Art Gallery Association to whom the certification issued by the Labour Relations Board

applies, except those employees who occupy positions listed in the Preamble to this agreement, Section B.

3.2 Picket Lines

No employee shall be required to cross any legal picket line encountered in connection with the employee's work for the Association until clearance has been obtained from the President of the Union or designate.

The Union will make prompt investigation of any picketing situation affecting the Association and give prompt instructions to its members.

3.3 Bulletin Boards

The Association shall provide bulletin boards which shall be placed in the staff coffee rooms so that all employees shall have access to them and upon which the Union shall have the exclusive right to post notices of meetings and other such notices as may be of interest to the employees, provided such material is not libellous or defamatory to the Association or the Vancouver Art Gallery.

3.4 Introduction of New Employees

- (a) The Director or designate shall ensure that each new Union employee shall be introduced in the first week of employment to a Union Steward. The Steward shall be permitted to meet with the new employee for a period of up to one half (1/2) hour to inform the employee of the rights and obligations of Union membership.
- (b) The Director or designate shall ensure that each new senior manager who is directly supervising Union members shall be introduced in the first month of employment to a Union Steward and one employee from the department in which they supervise. The Steward and employee shall be permitted to meet with the new manager and one representative from the Association for a period of up to one half (1/2) hour to inform the new manager of the rights and obligations of Union membership.

3.5 Membership Information

Upon the written request of the Union for statistical membership information, the Director or designate shall provide to the Union all of the information that is available from the Association's records. The Association will establish a system for updating and maintaining that information at intervals that are consistent with the Association's system.

3.6 Leave for Union Business

- (a) Where permission has been granted to not more than three (3) members of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of collective bargaining with the Association or not more than two (2) members for the purpose of settling a grievance as outlined in Clause 12, the said member(s) shall suffer no loss of pay for the time so spent.
- (b) Time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Director or designate when it becomes necessary to transact business in connection with matters affecting members of the Union.
- (c) Any employee who is elected to a full-time position or appointed to a temporary position with the Union shall be granted a leave of absence for the purpose of performing such duties. The employee shall not lose seniority in the service of the Association and shall continue to accumulate seniority while performing such duties. Upon retirement from such duties the former Union officer shall be entitled to return to the position previously held. Should the former position, or any equivalent position, not exist, then the former employee may elect to fill any vacant position in which the employee is capable of performing. If no such vacancy should exist, the provisions of Clause 11, Layoff, Bumping and Recall, shall apply.
- (d) The Association shall recognize leaves under this section (3.6) unless it has reasonable grounds for rejecting same.

3.7 Bargaining Unit Work

No person other than an employee of the Association covered by the certificate of bargaining authority of the Union shall perform bargaining unit work. It is agreed, however, that the Association may use the services of a volunteer to perform those duties currently performed by volunteers.

3.8 Interns

Interns are normally unpaid students, who are gaining educational related training and experience, although interns may not be currently registered in an educational institution. The Employer will notify the Union in writing of all interns, at the time they commence their internship. This notification shall indicate the duties to be performed by each such intern. The duties performed by interns shall be integral to their educational related training and experience and is not intended to replace the duties performed by members of the bargaining unit with the result that no bargaining unit member will have their previously scheduled hours reduced or be laid off as a result of the duties performed by interns.

4. MANAGEMENT RIGHTS

4.1 The Union recognizes that it is the sole responsibility of the Association to exercise the regular and customary functions of management and to direct the working forces of the Association in a fair and equitable manner, subject, however, to the terms of this Collective Agreement.

4.2 Work Done by Excluded Personnel

Nothing in this Collective Agreement shall be construed to restrict the right of the employees working in those positions in the Preamble to this Agreement, section B, who are excluded from the Collective Agreement, to perform work normally done by them.

5. UNION - ASSOCIATION MATTERS

5.1 Strike and Lockout Notice

The Union shall advise the Association in writing at least seven (7) working days before the commencement of a strike.

The Association shall advise the Union in writing at least seven (7) working days before the commencement of a lockout.

5.2 Changes Affecting the Agreement

Any changes affecting matters covered by this Agreement that will affect wage rates, reduction of employment or working conditions will be communicated to the Union before they are implemented by the Association.

5.3 Directives Interpreting the Agreement

The Association shall provide the Union with a copy of any published directive that tends to interpret, explain or apply the provisions of this Collective Agreement.

5.4 List of Names

The Union shall provide the Association, on an annual basis, with a written list of the current names of all Stewards and Union officers or representatives whom the Association will normally be expected to deal with during the administration of this Collective Agreement.

6. REMUNERATION

6.1 Salary Schedule

The scale of remuneration set out in Schedule "A" shall apply during the term of this Collective Agreement. Any changes in salary rates or the classifications as outlined in Schedule "A" shall not be put into effect until the Union Staff Representative and the Bargaining Committee of the Union have been consulted.

6.2 Calculation of Hourly Rates

The hourly rate of an employee will be calculated as follows:

$$\text{Hourly Rate} = \frac{\text{Monthly Salary} \times 12}{52.178 \times 35 \text{ Hours per Week}}$$

6.3 Derivation of Bi-Weekly Rates

The following formula will apply in determining the biweekly rates of pay.

$$\frac{\text{Monthly Rate} \times 12}{26.089 \times 70 \text{ hours}} = \text{Hourly Rate}$$

$$\text{Hourly Rate} \times 70 = \text{Biweekly Rate (to 2 decimal places)}$$

6.4 Increments

- (a) Full-time employees who are in classifications up to and including pay grade 15 shall move from step 1 of the salary range to step 2 after the completion of six (6) months of service. Thereafter such employees shall receive incremental increases after the completion of each year of service until they reach the top step in the salary range. This Clause 6.4(a) does not apply to Security Guards who are covered by Clause 6.4(b).
- (b) Security Guards shall receive incremental increases after the completion of each six (6) months of service until they reach the top step in the salary range.
- (c) Full-time employees, other than those covered by Clauses 6.4(a) and (b), shall receive incremental increases after the completion of each year of service until they reach the top step in the salary range.
- (d) Part-time employees who are in classifications up to and including pay grade 15 shall move from step 1 of the salary range to step 2 of the salary range after the completion of nine hundred ten (910) hours of service. Thereafter such employees shall receive incremental increases after the completion of each one thousand eight hundred twenty (1820) hours of service until they reach the top step in the salary range. Part-time Security Guards shall receive incremental increases after the completion of each nine hundred ten (910) hours of service until they reach the top step in the salary range. All other part-time employees shall receive incremental increases after the completion of each one thousand eight hundred twenty (1820) hours of service until they reach the top step in the salary range.
- (e) Incremental increases will be effective the pay period coincident with or next following the employee's anniversary date.

6.5 Minimum Daily Pay

- (a) Subject to Clause 6.5(b), the Association shall pay employees reporting for work as required by the Association their regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of:
 - (1) two (2) hours pay unless the employees are unfit to perform their duties or have failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board, or
 - (2) where employees commence work, four (4) hours pay unless the work is suspended because of inclement weather or other reasons completely beyond the control of the Association, in which case Clause 6.5(a)(1) applies.
- (b) The Association shall pay school students reporting for work on a school day as required by the Association their regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of two (2) hours pay, whether or not they commence work.

6.6 Shift Differential

Regular full-time employees, regular part-time employees and temporary full-time employees shall receive a shift premium of eighty cents (\$0.80) per hour for those regularly scheduled straight time hours worked before 8:00 a.m. and after 6:00 p.m. Employees regularly scheduled to work straight time hours after 11:00 p.m. and prior to 7:00 a.m. shall receive a shift premium of one dollar (\$1.00). When the majority of such employee hours fall outside of 8:00 a.m. to 6:00 p.m. or inside of the 11:00 p.m. to 7:00 a.m. period, the shift premium shall apply for the entire shift.

6.7 Pay for Acting Senior Capacity

- (a) (1) Subject to Clause 6.7(b), when an employee is temporarily required to accept the full responsibilities of a higher paying position and to perform all of the duties of such position, the employee shall be paid acting pay at the lowest step in the scale for the higher paying position that provides an increase for the employee over their current rate of pay.
- (2) Subject to Clause 6.7(b), when an employee is temporarily required to accept a majority of the responsibilities of a higher paying position and to carry out a majority of the duties of such position, the employee shall be paid partial acting pay based upon a percentage of acting pay under the above section. The actual level of acting pay employees receive under this section shall be set by the Employer after discussion with the Union, but in no event shall it be less than one-half (½) the acting pay the employee would receive if they were eligible under section (1) above.

- (3) Acting pay under the above subsections shall be paid for the full period the employee so acts, provided that acting pay must always be authorized in advance by the Director or designate in order for the above subsections to apply.
- (b) An employee shall not receive pay for acting in a senior capacity where such employee has been temporarily required to accept the responsibilities and carry out the duties of the senior position because of the absence of the incumbent of that senior position due to the Nine Day Fortnight.
- (c) When the Association requires that a bargaining unit position be filled on an acting basis, the senior bargaining unit employee having the necessary knowledge, experience, skill and ability to perform the work shall be appointed.

6.8 Percentage in Lieu of Benefits

- (a) Upon completion of the cumulative hours listed in Column 1, regular part-time and temporary employees, who are regularly assigned to work less than seventeen and one-half (17.5) hours per week, and casual employees shall be entitled to the appropriate percent of regular earnings specified in Column 2, in lieu of all benefits of this Agreement, including those providing for time off with pay:

<u>Column 1</u>	<u>Column 2</u>
less than 455 hours	10%
455 to 1299 hours	13%
1300 hours or more	16%

- (b) At the time they are initially hired, regular part-time and temporary employees, who are regularly assigned to work seventeen and one-half (17.5) hours per week or more, may elect to receive the above percentages in lieu of all benefits of this Agreement, including those providing for time off with pay, except Group Life Insurance where the employee in question is required to be enrolled by the carrier. Employees opting for the percentage in lieu of benefits under this section, who are required to be enrolled in the Group Life Insurance, shall pay one hundred percent (100%) of the premium costs for such coverage.

7. HOURS AND DAYS OF WORK

7.1 Nine Day Fortnight

- (a) All full-time employees, except those covered by Clauses 7.1(b), 7.2 and 7.3, shall work a Nine Day Fortnight.
- (b) Temporary employees hired to work for periods of less than one (1) month may, at the discretion of the Association, be required to work a five day week and, in such cases, those employees shall be subject to the provisions of Clause 7.2.

- (c) The normal hours of work for employees on the fortnight system shall be seven and three quarters (7.75) hours per day between 7:30 a.m. and 9:30 p.m. The Association shall have the right to establish the starting and stopping times for shifts under the fortnight system on the basis of its operational requirements, after discussing such change with the Union and the employees involved and after giving consideration to the employees' personal preferences.
- (d) Employees on the fortnight system shall be scheduled to work either Monday through Friday with the fortnight day off being either the Monday or Friday of the second week scheduled so as to meet operational requirements; or Tuesday through Saturday with the fortnight day off being either the Tuesday or Saturday of the second week scheduled so as to meet operational requirements. The Association shall have the right to establish the shift schedule that applies to employees under the fortnight system on the basis of its operational requirements, after discussing such matters with the Union and the employees involved and after giving consideration to the employees' personal preferences.
- (e) It is understood that employees may change their fortnight day off with the prior approval of the Director or designate.
- (f) Application of the Nine Day Fortnight system shall not produce any additional costs (i.e. overtime, additional staffing requirements or fringe benefits) to the Association.
- (g) **Any issue arising from the Nine Day Fortnight schedule change shall be brought to the Joint Labour Management Committee to be dealt with in a proactive and timely manner. If the committee is unable to reach agreement, either party may refer the matter for resolution by the Grievance Procedure as per article 12.1. Furthermore, a review of the Nine Day Fortnight schedule change shall be added to the agenda in the Joint Labour Management meetings not less than twice per year.**

7.2 Five Day Work Week

- (a) When it has been mutually agreed by the Union and the Association that any employees shall work a five (5) day week, the provisions of this Article 7.2 shall apply. The Union shall not unreasonably withhold its agreement in such situations.
- (b) The normal hours of work for employees on a five day work week shall be seven (7) hours per day, between 7:30 a.m. and 9:30 p.m. The Association shall have the right to establish starting and stopping times for shifts on the basis of its operational requirements, after discussing such matters with the Union and the employees involved and after giving consideration to the employees' personal preferences.
- (c) Employees on a five (5) day week shall be scheduled to work either Monday through Friday or Tuesday through Saturday. The Association shall have the right to establish the shift schedule which shall apply, after discussing such matters with the Union and the employees involved and after giving consideration to the employees' personal preferences.
- (d) In departments presently requiring a seven (7) day operation per week, the normal work week may be any five (5) days with two (2) consecutive days of rest.

7.3 Flexible Work Schedules

- (a) The work of the following employees is such that they work a flexible work schedule: Curators, Associate Curators, Assistant Curators, Volunteer Resources Coordinator, **Event Associates, Public Relations Specialist, Public Program Coordinators and Public Programs Assistant.**
- (b) Such employees shall not be subject to normal hours of work but shall receive their regular salary on the basis of a bi-weekly work schedule averaging seventy (70) hours over two (2) consecutive weeks.
- (c) Upon giving the advance notice and receiving the permission of the Director or designate, Curators and **Public Programs Coordinators** will be allowed to work at home on exhibitions, **programming** and/or catalogues. Visits to artists' studios by curators will be included as normal working hours. **The employee granted permission shall adhere to the Association's policies and guidelines.**
- (d) Employees, who are working a flexible schedule under Article 7.3, shall take their flex time off, subject to operational requirements, at a time that is mutually agreed by the employee and their Division Head.

7.4 Lunch Periods

A one (1) hour lunch period shall be provided each work day. This period shall be, if possible, midway between the commencement and the completion of the work shift. The length of an employee's lunch period may be reduced to one-half (1/2) hour at the request of the employee, provided operational requirements permit and approval has first been granted by the Director or designate. A reduction in the lunch period under this section shall not affect the number of paid hours an employee is required to work.

7.5 Rest Periods

There shall be two (2) rest periods of fifteen (15) minutes each per work day, one (1) in the first half of the work shift and one (1) in the second half of the work shift.

7.6 Rescheduling of Shifts

Employees may, with the permission of the Director or designate, reschedule their work shifts provided that this does not result in any additional costs to the Association.

8. WORKING CONDITIONS

8.1 Probationary Period

- (a) Any new full-time employee shall be considered to be in a probationary capacity until the completion of six (6) months continuous service. In the case of part-time and casual employees, nine hundred ten (910) hours actually worked shall be considered to be six (6) months'

continuous service.

- (b) The Association may dismiss probationary employees at any time during the probationary period if it does not find them suitable for regular employment, provided that the Association can show just and reasonable cause.
- (c) If such person continues in the same position on a permanent basis, seniority, holiday benefits and other rights and privileges referable to length of service shall be based on the original date of appointment.

8.2 Travel Allowances

Employees who, with prior approval of the Director or designate, use their personal automobiles for Association business, shall be reimbursed at the rate equal to the Canada Revenue Agency permitted maximum mileage rate. No employees shall be obliged to use their personal vehicles. In the event employees opt not to use their vehicles, or prior approval is not received, transportation expenses in the form of bus fare or fare for other means of public transportation which is approved by the Director or designate shall be paid by the Association. Employees who use Association vehicles shall be provided with a gasoline credit card.

8.3 Expense Accounts

- (a) All necessary and reasonable expenses actually incurred by employees in the course of conducting business on behalf of the Association will be paid by the Association, if such expenditures comply with Association policy on expenses, as provided to employees from time to time.
- (b) Payment shall be made only on the basis of a Statement of Expenses reported by the employee and approved by the Association.
- (c) Employees will be required to present receipts substantiating claims for expenses when requested by the Association.
- (d) The right is reserved by the Association to develop, modify and amend its policy regarding allowable expenses.
- (e) The Association undertakes to advance such estimated cash as may reasonably be expected to cover the employee's expenses during the period of absence from the Gallery on Association business.

8.4 Job Sharing

The Association agrees to give consideration, in accordance with the terms of this Letter, to all requests from regular full-time employees to participate in a job sharing arrangement.

Employees seeking to enter into a job sharing arrangement shall first seek approval for such arrangement from their Division Head. If the Division Head approves the proposed arrangement, the

request shall be forwarded to the Director or designate and the Union for their approvals and to have the terms of the arrangement set-out in writing. When the Association rejects a job sharing request, the Union may request a meeting with the Division Head and the Director or designate to discuss the matter.

Job sharing arrangements shall be for a one (1) year renewable term, but may be cancelled at any time by the Union and the employee(s) involved or by the Association, provided thirty (30) days written notice of such cancellation is given. When a job sharing arrangement is cancelled or not renewed, the employee(s) involved shall revert to their previous hours of work.

The terms and conditions of job sharing arrangements entered into under this Letter shall include, but shall not be limited to, the following:

- (a) Job sharing participants shall earn seniority in accordance with Article 9.7. Job sharing participants who have regular full-time employee status prior to the commencement of the arrangement shall maintain such status and shall be eligible to exercise all of the rights and privileges thereof under the Agreement for the period of the arrangement.
- (b) Job sharing participants shall earn increments on the basis of accumulated hours actually worked.
- (c) Those terms and conditions of the Agreement relating to service, including entitlement to benefits (e.g. vacations, public holidays, sick leave and gratuity) and/or entitlement to benefit plans (e.g. Medical Services Plan, Extended Health Benefits, Dental and Group Life) shall be pro-rated in accordance with the hours each job share participant actually works.
- (d) New employees, who are hired to participate in a job sharing arrangement, shall be considered temporary part-time employees and shall be paid the percentage (%) of regular earnings in lieu of all benefits pursuant to Article 6.8 of the Agreement.
- (e) When two (2) employees currently receiving benefits enter into a job sharing arrangement, they shall be eligible to receive the benefits plans they were receiving prior to the commencement of the arrangement (e.g. Medical Services Plan, Extended Health Benefits, Dental and Group Life), provided that the Association's share of total premium costs for such benefits does not exceed the amount it would have paid if only one employee was working in the position.
- (f) Job sharing participants who are contributing to a pension plan prior to the commencement of the arrangement shall continue to contribute to such plan, provided that the Association's total pension plan contributions do not exceed the amount it would have paid if only one employee was working in the position.
- (g) For purposes of earning increased vacation plateaus under Article 15.1 and/or earning long service recognition vacation under Article 15.5, the Association shall not adjust the start date of job sharing participants for the duration of the job share arrangement. Any future vacation and/or long service recognition vacation entitlement shall not be delayed as a result of time spent in a job sharing arrangement.

9. EMPLOYEE RIGHTS AND PROTECTIONS

9.1 Dismissal and Suspension

- (a) The Association shall not dismiss or discipline an employee bound by this Collective Agreement except for just and reasonable cause.
- (b) If, upon joint investigation by the Union and the Association, or upon the decision of an Arbitration Board, it is determined that an employee has been dismissed for other than just and reasonable cause, the employee shall be, subject to the arbitration award or the mutual findings of the Union and the Association, reinstated to the former position. Terms of reinstatement shall be as agreed by the Union and the Association or as decided by the Arbitration Board.

9.2 Personnel File

An employee shall be given a copy of any document placed in the employee's file which may be the basis of disciplinary action. A copy of such document(s) shall be made available to the employee at the time of filing.

Should an employee dispute an entry in the file, the employee shall be entitled to recourse under the grievance procedure.

Adverse material shall be removed from an employee's file twelve (12) months after the incident, provided there has been no further reprimand or other discipline.

Any employee, accompanied by a Union representative at the request of the employee, shall have access to the employee's personnel file at a time mutually agreeable to the employee and the Association.

9.3 Resignation and Re-employment

- (a) Regular full-time employees who are absent from the service for less than one (1) year and who are rehired, shall have their seniority and applicable benefits reinstated. Their seniority and length of service shall be adjusted by the period of the absence.
- (b) Regular part-time and temporary employees, regularly scheduled to work seventeen and one-half (17.5) hours per week or more, who are absent from service for less than one (1) year and who are rehired, shall have their seniority and applicable benefits reinstated. Their length of service shall be adjusted by the period of the absence.
- (c) Regular part-time and temporary employees, regularly scheduled to work less than seventeen and one-half (17.5) hours per week, and casual employees, who are absent from the service for less than one (1) year and who are rehired, shall have their seniority reinstated.
- (d) When any employee is rehired within one (1) year of their last termination of service, pursuant to one of the above subsections, recognition of their previous related experience will be given

in deciding their starting salary. The Director or designate will decide the appropriate step in the salary range in each case.

9.4 Harassment

- (a) Employees have a right to work in an environment free from sexual harassment and personal harassment. The Association shall take such actions as are necessary with respect to any person in its employment who engages in personal or sexual harassment in the workplace.
- (b) Sexual harassment is defined as any conduct, comment, gesture or contact of a sexual nature, whether on a one-time basis or in a continuing series of incidents, that:
 - (1) might reasonably be expected to cause offence or humiliation to another employee, or that
 - (2) the employee might reasonably perceive as placing a condition of a sexual nature on employment or on any employment opportunity.
- (c) Personal Harassment includes, but is not limited to, threats, intimidation, coercion and/or physical abuse by one employee to another, whether on a one-time basis or in a continuing series of incidents.
 - (1) The above definition of personal harassment is intended to recognize that language and/or practice that is normal and generally accepted in the workplace does not in and of itself represent personal harassment.
 - (2) Nothing in the above definition of personal harassment is to be interpreted or applied to limit or restrict in any way the Association's ability to direct the workforce and to discipline employees, provided it does so in an respectful fashion.
- (d) Employees wishing to file a complaint of personal or sexual harassment with the Employer shall do so, in writing, to the Director or designate, or if the Director is involved in the complaint, to the President of the Board of Trustees or designate, within a reasonable period of time following the alleged offence. The Union shall receive a copy of all such complaints. The employee may be accompanied by a representative of the Union at all meetings they attend regarding the complaint, if the employee so desires. The employee shall be advised of this right.
- (e) The Director, the Board President or their designates as the case may be, shall investigate the complaint and take such actions as are necessary to resolve the matter. The Association shall endeavour to complete its investigation within fourteen (14) calendar days following receipt of the complaint. If the actions taken to resolve the matter are not satisfactory to the employee making the complaint, the matter may be referred to arbitration under Article 12.2 for resolution.
- (f) All complaints and discussions regarding complaints of personal harassment or complaints of sexual harassment lodged under this article shall be treated in the strictest confidence, as much as is reasonably possible.

9.5 Human Rights

There shall be no discrimination exercised or practised with respect to any employee by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status, place of residence, family status, physical or mental disability, nor by reason of membership or activity in the Union. Violations of the above may be handled by the grievance procedure.

9.6 Personal Duties

An employee shall not be required to perform duties of a personal nature for supervisory or management personnel. Employees' refusal to perform such duties shall not be considered a violation of the Agreement, nor shall it be grounds for disciplinary action.

9.7 Seniority

- (a) Seniority is defined as the length of service in the bargaining unit for all regular full-time employees and for all other employees as per Clause 2(e)(1), and shall include service with the Association prior to the certification or recognition of the Union. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, recall and access to preferred shifts, vacations and other such working conditions, as set out in other provisions of this Collective Agreement.
- (b) The Association shall maintain a seniority list showing the date upon which each regular full-time employee's service commenced and a seniority list for all other employees as calculated per Clause 2(e)(1). Where two (2) or more regular full-time employees commenced work on the same day, preference shall be in accordance with the date of applications for employment. An up-to-date seniority list shall be sent to the Union on request.
- (c) Employees shall not lose seniority rights if they are absent from work because of sickness disability, accident, labour disputes or leave of absence approved by the Association.
- (d) Employees shall lose their seniority in the event that:
 - (1) they are discharged for cause and not reinstated;
 - (2) they voluntarily resign in writing and do not withdraw the resignation within two (2) working days;
 - (3) they voluntarily leave the bargaining unit, except as otherwise provided in this Agreement;
 - (4) in the case of regular full-time employees, and regular part-time employees regularly scheduled to work seventeen and one-half (17.5) hours per week or more, they are laid-off for more than one (1) year;

- (5) in the case of regular part-time employees regularly scheduled to work less than seventeen and one-half (17.5) hours per week, their position has been eliminated;
- (6) in the case of temporary employees, their temporary assignment has been completed;
- (7) in the case of casual employees, they are not reasonably available for work.

9.8 Disciplinary Meetings

When the Association intends to interview an employee for disciplinary purposes, the employee will be allowed to have a Union Representative present at the interview.

10. POSTING POSITIONS, FILLING VACANCIES AND PROMOTIONS

10.1 Posting Positions

- (a) The Association agrees before permanently filling any regular full-time, regular part-time, or temporary vacancy of six (6) weeks or more duration, notice of such vacancy shall be posted for eight (8) days in the staff coffee rooms. Subject to Clause 10.1(d) of this Agreement, the Association is not required to consider any applications submitted after the posting period has expired. The Association shall forward a copy of the posting to the Union at the time of posting a vacancy notice under this article.
- (b) All notices of vacancies posted pursuant to this clause shall contain the following information:
 - (1) nature of position;
 - (2) general requirements;
 - (3) wage or salary rate or range;
 - (4) shifts (if any);
 - (5) anticipated length of any temporary assignment; and
 - (6) a statement that the vacant position is open to male and female applicants.
- (c) Where employees wish to apply for a position which is expected to become vacant while they are on authorized leave of absence or on vacation, they may make application for such position before commencing their leave or vacation. If the position is posted prior to their return, such application shall be considered in their absence. An employee who is accepted for a position must be available for employment in that position not later than one (1) month following the date of acceptance.
- (d) If a position is posted while any employees are on an authorized leave of absence or on a vacation of not more than five (5) days, such employees, on their return, may apply for the position not later than three (3) calendar days following the expiry date of the posting, provided that no other person has been accepted for the position.

10.2 Filling Vacancies

In making promotions, transfers and demotions, the skills, knowledge and ability of the employees concerned shall be the primary considerations, and where such qualifications are equal, seniority shall

be the determining factor, subject to the following preference order:

- (a) The following employees shall receive preference over outside applicants and other employee groups, and shall compete on an equal footing for posted vacancies for which they apply:
 - (1) Regular full-time employees, who have completed three (3) months continuous service, and
 - (2) Regular part-time employees, temporary and casual employees, who have actually worked one thousand two hundred (1200) hours in the twenty-four (24) month period immediately preceding the posting.
- (b) The following employees shall receive preference over outside applicants for posted vacancies for which they apply:
 - (1) Temporary full-time employees who have completed three (3) months continuous service, and
 - (2) Regular part-time employees regularly assigned to work seventeen and one-half (17.5) hours per week or more, who have completed four hundred fifty-five (455) hours or more continuous service.
- (c) All other employees shall compete for posted vacancies on the same basis as outside applicants.

10.3 Temporary Positions

- (a) Where a regular full-time employee is appointed to a temporary position, the employee shall be returned to a position of equal value to the former position without loss of seniority when the temporary work is completed.
- (b) The Union may request that positions filled by temporary or casual employees be examined by the Joint Labour Management Committee to ascertain whether a regular full-time or regular part-time position is indicated. If the position is deemed to be a regular full-time or regular part-time position, it shall be posted and filled in the usual way at that time. Temporary or casual employees who become regular employees as a result of this examination shall have all rights and benefits referable to length of service based on the original date of employment.
- (c) At the time of hiring, the Association shall provide all temporary employees whose assignment is expected to exceed one (1) month with a letter clearly stating the term of their temporary assignment. A copy of this letter will be sent to the Union.
- (d) Temporary employees who accumulate two thousand, five hundred seventy-nine (2579) hours of employment over any eighteen (18) month period shall be converted to regular full-time employee status, after which they shall enjoy all of the rights and privileges of regular full-time employment.

10.4 Trial Period on Promotion

Employees shall serve a six (6) month trial period before being confirmed in the new position. During this trial period, employees must demonstrate to the Association that they can satisfy the requirements of the job. If the appointment is not confirmed, or should an employee decide not to continue in the position, the employee shall have the right to revert to the position the employee previously held (and all other affected employees will revert to their previous positions) or if the employee's previous position no longer exists, to a position of equal value for which the employee is qualified.

10.5 Pay Rates on Promotion

The following provisions respecting pay rates shall apply to an employee on promotion:

- (a) When an employee is promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first step in the salary range of the new position unless the Association authorizes a higher starting rate.
- (b) When an employee is promoted to a non-supervisory position the pay range of which overlaps that of the former position, the rate of pay shall be one step above the employee's present rate.
- (c) If the duties of the position to which an employee is promoted include supervisory responsibilities and the pay range of such position overlaps that of the supervised employee or employees, the rate of pay shall be one step above the maximum step in the range of the highest rated supervised position.

10.6 Appointment Letters

The Union will be provided with copies of appointment letters given to employees at the time they are hired or are the successful applicant for a posted position.

11. LAYOFF, BUMPING AND RECALL

This Clause 11 does not apply to temporary and casual employees.

11.1 Layoff

- (a) When in the opinion of the Association conditions warrant the layoff of eligible employees, such layoff shall be done in reverse order of the employees' seniority within the bargaining unit among employees who are capable of performing the duties of positions which may remain to employees with less seniority.
- (b) Whenever a reduction in the number of positions is being contemplated, the Association shall advise the Union at least two (2) months in advance of the employees likely to be affected by receiving a layoff notice referred to in Clause 11.1 (c). Such notice to the Union will contain specific information relative to the number of employees affected, their names, job classifications, seniority dates and anticipated date the layoff will commence.
- (c) Employees affected by layoff shall receive notice in accordance with the following:

0 - 36 months service	4 weeks notice
37 - 60 months service	6 weeks notice
Over 60 months service	8 weeks notice
- (d) No layoff of employees shall take place until the provisions of Clauses 11.1 (b) and (c) have been fulfilled.

11.2 Bumping Rights

- (a) Employees laid off under Section 11.1 shall be permitted to displace (bump) other employees with less seniority provided the employee who is seeking to bump has the skills, knowledge and ability to perform the work of the other position. **Employees under this clause will be provided with a list of employees with less seniority.**
- (b) Employees who bump another employee under subsection (a) shall be permitted a reasonable familiarization period, in which to demonstrate that they can perform the duties of the new position in a satisfactory manner.
- (c) Employees seeking to bump another employee under subsection (a), shall make this desire known to the Association within five (5) working days of being notified of layoff or being declared redundant under this article, or such longer period as may be mutually agreed to by the Union and the Association when the circumstances of any case warrant.
- (d) When, as the result of a bump, an employee's current pay is above the rate for the position into which they bump, at the applicable step, the employee may elect one (1) of the following options, provided such election must be made prior to the employee assuming the duties of the new position. Should no election be made, the employee will be deemed to have elected option (1):
 - (1) Suffer no reduction in their current rate of pay for a period of two (2) years, plus receiving all general pay increases and increments to which they would otherwise have been entitled during such period. Following this two (2) year period, the employee shall

be paid the standard rate for the job into which they bump. During this two (2) year period, the Association may unilaterally promote such employee to any other vacant position for which they are qualified and which is valued above the position into which they bumped; or

- (2) Have their current rate of pay "blue circled". The maximum amount of blue circling protection any employee may receive under this article is four (4) pay grades above the rate applying to the position into which they bump. Blue circled employees shall receive fifty percent (50%) of the negotiated increases and fifty percent (50%) of their normal step increases, until such time as their blue circled rate of pay coincides with the rate for their new position, at the applicable step. Thereafter, the employee shall no longer be blue circled and shall receive the standard rate for the position into which they bumped.
- (e) The Association reserves the right to transfer such employees to positions of their original classification when a vacancy occurs, subject to the provisions of Clause 10 of this Collective Agreement and the seniority and capabilities of the employees.

11.3 Recall

- (a) The Association will at all times rehire laid-off employees according to the seniority of such laid off employees, without loss of seniority or benefit entitlement, prior to any new employee being hired, to a position which a laid-off employee is capable of filling.
- (b) A former employee must keep the Association informed of the address at which that employee can be reached and any offer of re-employment shall be made in person or by double registered letter addressed to the latest address so furnished by the former employee.
- (c) When an offer of employment has been so made, in accordance with (b) above, the former employee shall inform the Association of acceptance within forty-eight (48) hours and shall report for duty not later than twenty-one (21) calendar days from the date such re-employment was offered or such longer period as requested by the Association or as agreed between the parties.
- (d) Laid-off employees engaged in other employment who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- (e) A laid-off employee who declines an offer of employment or who fails to report for duty in accordance with the provisions of Clause 11.3(c), shall be considered as no longer subject to recall, provided that the position to which the employee is recalled provides at least the same level of remuneration as the position from which the employee was laid off.
- (f) The Association agrees to supply on request of the Union the names of the laid-off employees contacted in the filling of a particular vacancy and that of the engaged employee.
- (g) Laid-off employees shall remain on the recall list for a period of one (1) year.

12. GRIEVANCE AND ARBITRATION PROCEDURE

When a difference arises between an employee and the Association or between the Association and the Union related to the dismissal, discipline or suspension of an employee or to the interpretation, application, operation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, it shall be finally and conclusively settled, according to the grievance and arbitration procedure which follows.

12.1 Grievance Procedure

- (a) Except for Association and Union grievances, all grievances shall be resolved as follows:

Step 1: Employees involved shall first take up the grievance with their immediate supervisor or, in the supervisor's absence, the department head, within ten (10) working days of the circumstance giving rise to the grievance or of the grievor becoming aware of the existence of a possible grievance. Employees may, at their option, be accompanied by a Union Steward or representative.

Step 2: If the grievance is not satisfactorily settled at Step 1, it shall be reduced in writing, and the employee and Union Steward or representative shall submit it to the Director or designate no later than the **tenth (10th)** working day following the date of response to Step 1 above. The Director or designate shall reply in writing within the next ten (10) working days.

Step 3: If a satisfactory settlement is not reached at Step 2, the grievance may be referred to Step 3 within ten (10) working days of the Association's reply at Step 2. The Union representative will meet with the Director or designate to discuss the grievance. If they are unable to settle the grievance within ten (10) working days of the date the grievance was referred, then either party may give written notice of arbitration.

- (b) Time limits may be extended beyond those herein stipulated by the mutual agreement of the Director or designate and the Union representative, but for only the most serious of reasons.
- (c) If either party fails to act within any of the above time limits, or within an agreed upon extension, it will be deemed that the party has abandoned its position and that the position of the other party has been established, except in a case where the Union or the Association withdraws the grievance.
- (d) Grievances submitted by the Association or by the Union other than those identified above shall be in writing and shall be submitted at Step 3 within ten (10) working days of the event giving rise to the grievance, or of the Union or the Association becoming aware of the grievance.

12.2 Arbitration

- (a) Unless the parties mutually agree to the use of a single arbitrator, the Arbitration Board shall consist of three (3) members.
- (b) The party desiring arbitration shall name its nominee to the Arbitration Board in the notice of arbitration referred to in Clause 12.1.
- (c) Within five (5) working days of receipt of the notice of arbitration, the other party shall, in writing, name its nominee.
- (d) Within a further ten (10) working days, the two nominees shall agree upon an impartial chairperson. Failing agreement upon a person willing to act, either party may apply to the Minister of Labour to appoint a chairperson. Whenever possible, hearings should commence within thirty (30) days of the appointment of the Chairperson.
- (e) The Arbitration Board shall hear the parties, settle the terms of the question to be arbitrated and make an award. The Board shall deliver its award, in writing, to each of the parties, and this award shall be carried out forthwith. The Board shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.
- (f) Each party shall pay its own costs and expenses of the arbitration and its nominee and one-half (1/2) the remuneration and disbursements or expenses of the Chairperson.

12.3 Appointment of Arbitrator

- (a) At any time prior to arbitration, the parties may mutually agree to refer any grievance to a mutually agreed to Troubleshooter pursuant to the following sections:
- (b) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this **Collective Agreement**, including whether a matter is arbitrable, the **Troubleshooter**, shall:
 - (1) investigate the difference;
 - (2) define the issue in the difference; and
 - (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days, time does not run in respect of the grievance procedure.
- (c) The recommendations of the Troubleshooter shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
- (d) The parties shall each pay one half (1/2) of the fees and expenses of the Troubleshooter.

13. TECHNOLOGICAL CHANGE

- (a) No regular employee shall lose employment or suffer a reduction in hours or wages due to any technological change.
- (b) Technological change means:
 - (1) The introduction by the Association of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used; or
 - (2) a change in the manner in which the Association carries out its work, undertaking or business related to the introduction of that equipment or material.
- (c) **The Association will provide the Union with information as far in advance as possible of any proposed significant technological change. Any disputes arising in relation to technological change shall be discussed between representatives of the two Parties.**
- (d) Where the Association introduces, or intends to introduce, a technological change, either party may, if a dispute arises that cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 12.2 of this Collective Agreement, bypassing all other steps in the grievance procedure.
- (e) The Arbitration Board shall decide whether or not the Association has introduced, or intends to introduce, a technological change, and upon deciding that the Association has or intends to introduce a technological change, the Arbitration Board:
 - (1) Shall inform the Minister of Labour of its findings; and
 - (2) Shall then make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Collective Agreement unless the change alters significantly the basis upon which this Collective Agreement was negotiated;
 - (ii) that the Association reinstate any employees displaced by reason of the technological change;
 - (iii) that the Association pay to those employees such compensation in respect of their displacement as the Arbitration Board considers reasonable; or
 - (iv) make such other order as the Arbitration Board deems appropriate.

14. OVERTIME, CALLOUT AND STANDBY

14.1 Overtime

- (a) Overtime is defined as:**
 - (1) any time worked over seven (7) hours per day for employees on a Five Day Work Week schedule; or**
 - (2) anytime worked over seven and three quarters (7.75) hours per day for employees on a Nine Day Fortnight schedule; or**
 - (3) anytime worked over thirty-five (35) weekly hours for employees on a Five Day Work Week; or**
 - (4) for those employees on a Nine Day Fortnight schedule, any time worked over the thirty-one (31) hours on their four (4) day week, or thirty-eight and three quarters (38.75) hours on their five (5) day week.**
- (b) Only daily straight-time hours worked (seven (7) for employees on the Five Day Work Week, or seven and three-quarters (7.75) for employees on the Nine Day Fortnight) will be counted towards weekly overtime.**
- (c) Every employee who is requested to work overtime shall at the time of working such overtime elect whether to be paid for it or to receive compensating time off.**
- (d) No employee shall be entitled to claim overtime pay or compensating time off unless the overtime work has been preauthorized by the Director or their designate. Each department head shall inform all members of their department who has the authority to preauthorize overtime. If preauthorization cannot be obtained the employee will not be expected to work overtime.**
- (e) An employee who elects to be paid for overtime shall be paid for it in the following manner:**
 - (1) one and one-half (1.5) times the employee's regular hourly rate of pay for the first two (2) hours of overtime worked in a day;**
 - (2) two (2) times the employee's regular hourly rate of pay for all overtime worked in excess of the first two (2) hours of overtime worked in a day;**
 - (3) two (2) times the employee's regular hourly rate for all weekly overtime as defined in 14.1(a) and (b).**
- (f) An employee who elects to take compensating time off shall be credited with compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime worked at the rate or rates of pay in effect at the time the overtime was worked. Such overtime shall be calculated in the manner set forth in Clause 14.1(e). An Employee shall**

not take any compensating time off without first receiving the approval of the Director or designate.

- (g) Employees who elect to receive compensating time off and who have not taken all of their time off by the 31st day of August of the year following the year in which the overtime was worked shall be paid out for the time not taken at the rate of pay in effect at the time the overtime was worked. If, however, employees attempt to but are not able to schedule compensating time off at a mutually agreeable time, they shall not be paid out but shall retain the compensating time credit.
- (h) When a **regular** employee is required to work on a Public Holiday, overtime rates will be applicable on the hours of work requested after the completion of the number of hours which constitute the employee's normal daily hours.
- (i) **Overtime rates in the case of part-time and casual employees shall not apply unless and until the employee has worked the number of hours comprising the daily straight-time hours worked by a full-time employee in the same position.**
- (j) Provisions contained in this Clause 14.1 shall not apply to those employees working in the positions listed in article 7.3(a), whose overtime provisions are contained in Clause 14.2.

14.2 Flexible Work Schedule Employees

- (a) Employees working in the positions listed in Articles 7.3 (a) shall not be subject to the overtime provisions of Clause 14.1. These employees shall be paid overtime or shall receive compensating time off for any authorized work performed in excess of seventy (70) hours in each two (2) week pay period. The applicable overtime rate for these employees shall be one and one half (1-1/2) times the employee's regular rate for the first **ten (10)** hours of overtime worked in the pay period and two (2) times the employee's regular hourly rate for all overtime hours worked beyond **ten (10) hours** in the period.

14.3 Call-out

- (a) **Call-out is defined as:**
 - (1) **being called back to work at any time following the completion of an employee's regular shift; or**
 - (2) **being called in for unscheduled work by the employer with less than twenty-four (24) hours' notice; or**
 - (3) **being called in to work on a regularly scheduled day off more than twenty-four (24) hours before the start time of the overtime shift.**

- (b) For call-out as defined in 14.3(a)(1) and (2), an employee shall be paid for all hours worked plus one (1) hour allowance for travelling to and from home, with a minimum of three (3) hours, at two (2) times the employee's regular hourly rate of pay. Such call-out pay may be taken as compensating time off at the employee's option.
- (c) For call-out as defined in 14.3(a)(3), an employee shall be paid for all hours worked, with a minimum of four (4) hours, at two (2) times the employees' regular hourly rate of pay. Such call-out pay may be taken as compensating time off at the employee's option.

14.4 Standby

- (a) An employee who stands by for a call to work between the end of normal day shift on the first day of work in a week and the beginning of normal day shift on the last day of work, in a week excluding Public Holidays, shall be paid one (1) hour of pay at the employee's regular hourly rate of pay for each period of eight (8) hours standing by, in addition to callout pay as earned under Clause 14.3.
- (b) An employee who stands by for a call to work at any time other than those identified in Clause 14.4 (a) shall be paid for (1) hour of pay at the employee's regular hourly rate of pay for each period of six (6) hours standing by, in addition to callout pay as earned under Clause 14.3.
- (c) In any case where a period of standby amounts to more than an exact multiple of six (6) or eight (8) hours, as the case may be, then if the balance amounts to half or less than half of a full period, the standby pay shall be one-half (1/2) hour at the employee's regular hourly rate of pay, while if the balance amounts to more than half of the full period, the standby pay shall be one (1) hour at the employee's regular hourly rate of pay.

14.5 Meal Breaks

- (a) Upon completion of two (2) continuous hours of overtime immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of one-half (1/2) hour which the Association may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.
- (b) Upon completion of three and one-half (3-1/2) hours of work following a callout or following the commencement of prescheduled overtime occurring at any other time than immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of one-half (1/2) hour which the Association may permit to be started at any time within the three and one-half (3-1/2) hour period but, except in an emergency, no later than the end of the three and one-half (3-1/2) hours.

- (c) Upon completion of any succeeding four (4) hours, the employee becomes entitled to a further paid meal break of one-half (1/2) hour which, except in an emergency, shall be taken starting four (4) hours after the time the employee became entitled to the previous meal break.
- (d) Pay for all meal breaks shall be at two (2) times the employee's regular hourly rate of pay.
- (e) Where because of an emergency, it is not feasible to provide a meal break at the otherwise designated time, it shall be taken as soon as possible, and in addition, the Association shall be responsible for supplying some reasonable form of nourishment at the time the employee would normally have been entitled to a paid meal break. The supplying of nourishment by the Association does not disqualify the employee from receiving the appropriate meal allowance as specified in Clause 14.6.
- (f) The provisions of this clause shall apply to Curators, Associate Curators and Assistant Curators when they are working as part of a crew installing an exhibit at the Vancouver Art Gallery and have worked in excess of their normal working day.

14.6 Meal Allowances

- (a) The Association will not be responsible for supplying nourishment to employees in any other circumstances except as specified in Clause 14.5(e).
- (b) Except as provided in Clause 14.6(c) the Association shall reimburse to the employee the following meal allowances:
 - (1) \$8.25 for the first meal break; and
 - (2) \$2.75 for each succeeding meal break.
- (c) When employees work overtime other than immediately preceding or immediately following their regular shift and/or when they are notified prior to the end of the preceding day that overtime is likely to last at least four (4) hours, the Association shall reimburse employees for their expenses incurred in purchasing overtime meals to the following amounts:
 - (1) No allowance for the first meal break;
 - (2) \$8.25 for the second meal break; and
 - (3) \$2.75 for each succeeding meal break.
- (d) No receipts will be required.
- (e) The provisions of this clause shall apply to Curators, Associate Curators and Assistant Curators when they are working as part of a crew installing an exhibit at the Vancouver Art Gallery and have worked in excess of their normal working day.

15. VACATIONS

15.1 Vacation Entitlement

- (a) Vacation entitlement is earned on the basis of a full calendar year of service. Employees leaving the service of the Association during the calendar year shall receive vacation credit in accordance with Clause 15.2 of this Collective Agreement.
- (b) In the first part calendar year of service, vacation will be granted on the basis of eight and three quarter (8-3/4) hours for each month or portion of a month greater than one-half (1/2) worked by the 31st day of December.
- (c) Employees shall receive one hundred five (105) hours vacation during their first (1st) full calendar year of service.
- (d) Employees shall receive one hundred twelve (112) hours vacation during their second (2nd) full calendar year of service.
- (e) Employees shall receive one hundred nineteen (119) hours vacation during their third (3rd) full calendar year of service.
- (f) Employees shall receive one hundred twenty six (126) hours vacation during their fourth (4th) full calendar year of service.
- (g) Employees shall receive one hundred forty (140) hours vacation annually during their fifth (5th) to ninth (9th) full calendar years of service.
- (h) Employees shall receive one hundred seventy-five (175) hours vacation annually during their tenth (10th) to fourteenth (14th) full calendar years of service.
- (i) Employees shall receive two hundred ten (210) hours vacation annually during their fifteenth (15th) and all subsequent full calendar years of service.
- (j) Vacations for Regular part-time employees shall be prorated based on the percentage of full-time weekly hours that the employees work.

15.2 Vacation on Termination of Service

- (a) Employees leaving the employment of the Association prior to the completion of their first part calendar year of service shall receive six percent (6%) of their gross earnings in lieu of vacation less the value of any paid vacation leave already taken.
- (b) Where an employee, other than an employee covered by Clause 15.2(a) above, leaves the employ of the Association and has not yet been given any or all the annual vacation to which the employee is entitled, the Association shall pay to that employee an amount equal to two percent (2%) of gross earnings for each thirty-five (35) hours of vacation to which the employee is entitled less the value of any paid vacation leave already taken. The formula for determining

this payment shall be:

$$\frac{\text{hours of vacation entitlement}}{35} \times .02 \times \text{gross earnings}$$

- (c) If an employee's paid vacation taken exceeds the vacation earned, a prorated adjustment will be made to that employee's final pay cheque in order to reimburse the Association.
- (d) **All vacation accrued after February 12, 2019 will be paid out at the rate of pay it was earned. Upon request by the employee affected the Association will provide written account of the vacation accrued.**

15.3 Vacation on Retirement

- (a) Employees retiring from the service of the Association are entitled to vacation as follows:
 - (1) if retiring prior to the first (1st) day of April, they receive half of the usual vacation;
 - (2) if retiring the first (1st) day of April or later, they receive the full annual vacation.
- (b) Employees in their eighteenth (18th) year of service and up to their twenty-fifth (25th) year of service and entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to thirty-five (35) hours per year of their vacation into an Early Retirement Bank. Employees with more than twenty-five (25) years of service and entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to seventy (70) hours per year of their vacation into an Early Retirement Bank. Such deferred vacation can be taken only immediately prior to retirement. The Association can, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

15.4 Vacation Scheduling

- (a) For employees working the Nine Day Fortnight system, each day of vacation used shall equal seven and three-quarter (7-3/4) hours. For employees working a five day week, each day of vacation used shall equal seven (7) hours.
- (b) Vacation shall be granted to employees throughout the year and consideration will be given to individual requests for vacation time, but final allotment of vacation time shall be determined on the basis of the Association's operating requirements. However, not more than one hundred five (105) hours vacation may be taken at one time as a general rule. Exceptions will be considered by the Director or designate, if the employee makes written request and provides a good reason for the request.
- (c) Except as provided for in Clause 15.4(d), vacation earned must be taken in the calendar year or before the 31st day of December of the following year.

- (d) An employee who is entitled to annual vacation of one hundred forty (140) hours or more in any year:
 - (1) shall take at least one hundred five (105) hours of such annual vacation during the year in which it is earned, and
 - (2) may defer the taking of any part of such annual vacation in excess of one hundred five (105) hours; provided, however, that the maximum deferred vacation that an employee may accumulate at any one time pursuant to this Clause 15.4(d) shall be one hundred forty (140) hours.
- (e) If a recognized holiday is observed during an employee's regular vacation, an extra day will be granted in lieu, at the mutual agreement of the employee and the Association.
- (f) An employee who becomes ill while on vacation shall have the relative portion of the vacation rescheduled, provided such illness is substantiated by a medical certificate.

15.5 Long Service Recognition

- (a) In recognition of long service to the Association, employees shall receive an additional thirty-five (35) hours of vacation in their twenty-fifth (25th), thirtieth (30th), thirty-fifth (35th) and fortieth (40th) calendar year of service.
- (b) Employees who qualify must use this additional vacation within five (5) years of becoming entitled to it.

16. PUBLIC HOLIDAYS

- (a) Subject to Clause 16(f) all regular and temporary full-time employees who are receiving benefits shall be entitled to a holiday with pay on the following Public Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by the Association to be a holiday.
- (b) Subject to Clause 16 (b), part-time employees receiving benefits shall receive public holiday pay on a prorated basis, in accordance with the percentage of full-time hours they actually worked in the thirty (30) calendar day period immediately preceding the holiday. In addition, if the holiday falls and is celebrated on a day that the part-time employee would have otherwise worked and the prorated holiday pay received for that day is less than the employee would have been paid by so working, the employee shall be given the opportunity to work additional time on another of their scheduled working days to make up the difference, or the employee may use vacation time to make up the difference.

- (c) When a Public Holiday occurs on a Saturday or Sunday and either the Government of British Columbia or the Government of Canada declares that the holiday shall be observed on another day, that day shall be deemed to be the Public Holiday. If the two Governments do not declare that the holiday be observed on the same day or if neither Government declares that the holiday be observed on another day then the Association shall declare either:
- (1) that the holiday be observed on the preceding Friday or the following Monday; or
 - (2) that some employees, as designated by the Association, shall observe the holiday on the preceding Friday and the remainder of the employees shall observe the holiday on the following Monday.
- (d) When Christmas Day and Boxing Day fall on a Saturday and Sunday respectively, the preceding Friday and the following Monday shall be deemed to be the holidays.
- (e) When a Public Holiday falls on an employee's regularly scheduled fortnight day off, a mutually agreeable compensating day off will be allowed.
- (f) When employees, except those receiving a percentage in lieu of paid benefits, are required to work on a Public Holiday as provided for in Clause 16(a) and (b), they shall be paid at two (2) times their regular hourly rate of pay for all hours worked on the holiday, and in addition shall be given time off equivalent to one (1) day in lieu of that Public Holiday. For the purposes of this Clause 16(f) a Public Holiday does not include a holiday declared by the Association pursuant to Clause 16(c) (2) unless the employee is entitled to that holiday with pay in lieu of a Public Holiday.
- (g) A Public Holiday will be treated as a normal working day for those employees receiving a percentage in lieu of benefits. Thus, these employees who work on a Public Holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a Public Holiday will not receive any pay or compensating time off in lieu of the holiday.
- (h) Whenever a Public Holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the holiday for the purposes of attracting premium rates for employees required to work on that day and work performed on the Saturday or Sunday shall not attract Public Holiday premium rates. However, if prior to the beginning of any calendar year the Association and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees required to work on Public Holidays, they may do so, but there may be only one premium day for such employees with respect to any one Public Holiday.

17. EMPLOYEE BENEFITS

17.1 Medical Coverage

- (a) Medical Services Plan: Regular full-time employees who have completed three (3) months of continuous service shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia with the Association paying seventy percent (70%) and each employee paying thirty percent (30%) of the premium. Effective June 1, 1998 the percentage paid by the Association will increase to seventy-five percent (75%) of the premium, and the employee portion will decrease to twenty-five percent (25%) of the premium.
- (b) Extended Health Care Plan: Regular full-time employees who have completed three (3) months of continuous service shall be entitled to be insured under the Extended Health Care Plan, including the eye vision care option, with the Association paying seventy percent (70%) and each employee paying thirty percent (30%) of the premium. Effective June 1, 1998 the percentage paid by the Association will increase to seventy-five percent (75%) of the premium, and the employee portion will decrease to twenty-five percent (25%) of the premium.
- (c) Regular part-time and temporary employees working seventeen and one-half (17.5) hours or more per week and electing benefits, and who have who have completed four hundred fifty-five (455) hours of work shall be entitled to medical coverage with premium payments to be shared. These employees shall pay thirty percent (30%) of the premium costs and the Association shall pay seventy percent (70%). Effective June 1, 1998 the percentage paid by the employee will decrease to twenty-five percent (25%) of the premium and the percentage paid by the Association will increase to seventy-five percent (75%) of the premium.

17.2 Dental Services Plan

- (a) All regular full-time employees who have completed six (6) months continuous service, and all temporary employees working more than seventeen and one-half (17.5) hours per week who have elected benefits and have completed eighteen hundred twenty (1820) hours of continuous service, shall be entitled to the following dental plan:
 - (1) basic dental services (Plan A): paying for one hundred percent (100%) of the approved schedule of fees;
 - (2) prosthetics, crowns and bridges (Plan B): paying for fifty percent (50%) of the approved schedule of fees;
 - (3) orthodontics (Plan C): paying for fifty percent (50%) of the approved schedule of fees for dependent children with a lifetime maximum of \$1500 per dependent.
- (b) The premiums for the dental plan will be shared on the basis of sixty percent (60%) paid by the Association and forty (40%) paid by the employees. Effective January 1, 2010 the percentage paid by the employee will decrease to twenty-five percent (25%) of the premium and the percentage paid by the Association will increase to seventy-five percent (75%) of the premium.

- (c) Regular part-time employees working seventeen and one-half (17.5) hours or more per week who have elected benefits, and have completed nine hundred ten (910) hours of work shall be entitled to the dental services plan. The premium payments for the dental plan will be shared on the basis of sixty (60%) paid by the Association and forty percent (40%) paid by the employee. Effective January 1, 2010 the percentage paid by the employee will decrease to twenty-five percent (25%) of the premium and the percentage paid by the Association will increase to seventy-five percent (75%) of the premium.

17.3 Group Life Insurance

- (a) Full-time employees who have completed three (3) months' continuous service will participate in a group life insurance policy at the rate of one and one-half (1-1/2) times their basic annual salary which shall be computed to the next higher \$1,000, or \$30,000, whichever is greater. Employees shall pay thirty percent (30%) of the premium costs and the Association shall pay seventy percent (70%). Effective June 1, 1998 the percentage paid by the Association will increase to seventy-five percent (75%) of the premium, and the employee portion will decrease to twenty-five percent (25%) of the premium. Effective January 1, 2010 the percentage paid by the employee will decrease to fifteen percent (15%) of the premium and the percentage paid by the Association will increase to eighty-five percent (85%) of the premium. Employees shall be entitled to add additional units of \$1,000 coverage at their own expense.
- (b) Regular part-time and temporary employees working seventeen and one-half (17.5) hours or more per week, who have completed four hundred fifty five (455) hours of work, will participate in group life insurance with premium payments to be shared. These employees shall pay thirty percent (30%) of the premium costs and the Association shall pay seventy percent (70%). Effective June 1, 1998 the percentage paid by the Association will increase to seventy-five percent (75%) of the premium, and the employee portion will decrease to twenty-five percent (25%) of the premium. Effective January 1, 2010 the percentage paid by the employee will decrease to fifteen percent (15%) of the premium and the percentage paid by the Association will increase to eighty-five percent (85%) of the premium.

17.4 Pension Plan

The present pension plan with Great West Life will be maintained during the term of this Collective Agreement. Regular full-time employees who have completed three (3) months' continuous service, Regular part-time employees who have elected benefits and completed four hundred fifty-five (455) hours continuous service, and temporary employees who have elected benefits and have completed nine hundred ten (910) hours of continuous service, shall be eligible to participate in the Pension Plan.

17.5 Transfer Rights for CUPE Local 15 Members

CUPE Local 15 members hired directly from other employers will be enrolled on the first day of the month following their appointment with the Association in the following benefits: Medical Services Plan, Extended Health Benefits, Group Life Insurance and Dental Plan (if the employee was previously covered by a dental plan).

17.6 Long Term Disability Insurance Plan

- (a) Premiums for employees participating in the Long Term Disability Insurance Plan will be deducted on a bi-weekly basis on the first (1st) and second (2nd) payroll of each month.**
- (b) When an employee is on extended sick leave, LTD or disability they must provide objective medical information to the Association and the Union every twelve (12) months in regards to their functional capabilities, limitations, restrictions, prognosis and expected return to work date.**
- (c) When an employee is on extended sick leave, LTD or disability for longer than twenty- four (24) months the Association and the Union will meet within one (1) month to review the LTD provider's reports, employee's medical information and doctor's recommendations for the purposes of determining their prospects of returning to work through improvement to health or accommodation.**

17.7 Same-Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such a person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) consecutive months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, Dental benefits and Pension Plan pursuant to the terms and conditions of the Plan, the definition of spouse contained in this section notwithstanding (e.g. the Pension Plan's definition of common spouse is as follows: "a person who was living and cohabitating with that other person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender and who have been living and cohabitating in that relationship for a period of at least two years).

17.8 Employee Assistance Plan

The Employee Assistance Plan (EAP) in effect as at July 20, 2009 shall remain in place unless varied by the mutual agreement of the parties. The Plan is funded by the employee's share of the EI rebate. Should, the EI rebate prove insufficient for this purpose, any additional funding required shall be paid by the Association. If in future, the employee's share of the EI rebate is greater than necessary to fund the EAP, the such excess money shall be returned to the employees in a form acceptable to the Union.

17.9 Additional Benefits

As part of the negotiated monetary package, the Employer will provide up to, but not exceeding, six thousand dollars (\$6000) to pay for increased ongoing annual Employer side premium costs resulting from improvement to the benefits provided under the Extended Health Benefits Plan – Article 17.1 (b), and/or the Dental Plan – Article 17.2, the Group Life Insurance – Article 17.3 and/or Pensions – Article 17.4, provided always that the terms of each carrier's plan permit such improvement(s) and the benefit improvements do not become effective retroactively. The Benefits Committee (Schedule "B", section 2) shall meet to mutually determine the benefit improvements to be implemented pursuant to this undertaking, as soon as operationally possible following May 23, 2006.

17.10 Benefits Committee

- (a) The parties shall form a joint committee consisting of two (2) representatives appointed by each party to review and monitor the benefit plans (including pensions and Long Term Disability) currently in place at the Gallery. This committee shall work by consensus and shall have a mandate to recommend changes to the existing benefit plans in order to improve benefit coverage, subject to the ratification of such changes by each of the parties.**
- (b) Once annually or at the request of either party the Benefits Committee will review all employees who have exhausted their sick bank, are on extended sick leave or who are on LTD. The purpose for this annual review will be to determine the employee's prospect for returning to work through improvement to health or accommodation. The parties will endeavor to make decisions on a consensus basis regarding the action to be taken. Where consensus cannot be reached with regards to an individual circumstance, the Association can act unilaterally to terminate for non-culpable reasons as long as the decision is consistent with the Collective Agreement and does not contravene common law and statute.**
- (c) The previous conditions do not prejudice the Employer's right to terminate for just cause.**
- (d) None of the foregoing would prejudice the Union's right to grieve.**

18. SICK LEAVE

18.1 Sick Leave

- (a) No Sick Leave with pay shall be granted except after three (3) months' continuous service in the employ of the Association; except that regular full-time employees who have completed thirty (30) calendar days of continuous service and temporary full-time employees who have been hired to work for a term of three (3) months or more and have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than thirty-five (35) hours of Sick Leave with pay; provided that if any of such employees have been advanced Sick Leave with pay under this clause and leave the service of the Association for any reason prior to the completion of three (3) months of continuous service, the advance payment shall be repaid to the Association by deduction from the employee's pay cheque.**

- (b) For regular part-time and temporary employees working seventeen and one-half (17.5) hours or more per week and who have elected benefits, sick leave shall be prorated based on the percentage of full-time weekly hours that the employees work. Provisions for advancing sick leave and/or repaying same described in (a) above will also apply on a prorated basis.
- (c) Sick Leave of thirty-five (35) hours, or a prorated amount as per (b), shall be credited quarterly on the 31st day of March, the 30th day of June, the 30th day of September and the 31st day of December commencing with the completion of the first three (3) months of service.
- (d) Sick Leave entitlement at a given date shall be the accumulated credit at the last quarterly date less any Sick Leave with pay taken subsequent to that date. When sick credits are exhausted, no further credits are posted to the employee's record unless the employee returns to duty for at least five (5) consecutive working days.
- (e) When Sick Leave is earned for a period of less than three (3) months, a month shall be equivalent to a credit of ten and one-half (10-1/2) hours for full-time employees and this amount prorated for those employees covered under (b), and no credit shall be given for a part of a month.
- (f) Regular full-time employees who are employed as at January 10, 2001, may accumulate unused sick leave to a maximum of one thousand eight hundred twenty-seven (1827) hours. Regular full-time employees hired after January 10, 2001 may accumulate unused sick leave to a maximum of nine hundred ten (910) hours.
- (g) A deduction shall be made from accumulated Sick Leave credits of all hours absent with pay due to illness or medical/dental appointments as per Clause 18.3 and except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments. Deductions shall be made if the injury is not covered by Workers' Compensation solely because time absent is less than the qualifying period.
- (h) For all employees eligible for Sick Leave, each day of Sick Leave used shall equal their normal work day.
- (i) Employees requesting Sick Leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that they are unable to carry out their duties due to illness. The cost of such certificates shall be borne by the Association provided there is a charge over and above such amounts paid by the Medical Services Plan of B.C.
- (j) Full sick leave credits will continue to be earned during absences in the following circumstances:
 - (1) Compensable accidents, when the employee is on an approved WCB wage loss claim, for a maximum of twelve (12) consecutive months;
 - (2) Leave due to illness, with pay, for a maximum of six (6) consecutive months;

During unpaid leave of greater than thirty (30) days, except for maternity and parental leave (not including extended parental leave), earned sick leave credits shall be reduced on a prorated basis, in accordance with the hours actually worked in each business quarter.

- (k) Employees may accumulate up to one (1) day of unused annual sick leave entitlement in each business quarter as a gratuity day, to a maximum of twenty (20) such gratuity days. Employees shall not be eligible to accumulate a gratuity day in respect to any quarter in which they use paid sick leave in excess of four hours in that quarter.

Gratuity days shall be used at the discretion of the employee and, when used, shall be deducted from the employee's accumulated gratuity leave. (The intent of this article is that employees shall be permitted to take their gratuity days off whenever they desire, provided they give reasonable notice to the Association. This includes after an employee indicates to the Association that they intend to resign or retire, provided that sufficient time is available before such resignation or retirement date.)

Employees shall receive a pay-out equalling fifty percent (50%) of their unused accumulated gratuity days when they either resign or retire, but not when they are terminated for cause.

- (l) Employees shall be eligible to utilize up to four (4) days per year of their annual sick leave entitlement to attend to the illness of a parent, spouse or child, whose illness makes it impossible for the employee to attend work as scheduled. The Director may, at their discretion, permit employees to utilize this article in the event of illness of other members of their immediate family, as defined in Article 19(2)(a).
- (m) Subsections (1) notwithstanding, no employee shall receive family illness leave in any year sufficient to reduce their earned sick leave entitlement in that year below eighty-four (84) hours (i.e. twelve (12) days).

18.2 Occupational Accident Payments

- (a) Where employees suffer from a disease or illness or incur personal injury (hereafter called the "disability"), and are entitled to compensation from the Workers' Compensation Board, they shall not be entitled to use Sick Leave credits for time lost due to any such disability.
- (b) All monies received by employees from the Workers' Compensation Board as compensation for loss of wages shall be paid to the Association, in return for which the Association shall pay the employees their regular wages, subject to Clause 18.2(d).
- (c) Where employees are paid their wages by the Association while they are absent from employment due to any disability other than one for which they would be entitled to receive Workers' Compensation benefits, and the employees subsequently recover these wages or any part of them from any source, then they shall pay the amount recovered to the Association. When the Association receives this amount the Association shall credit the employee with the number of days of Sick Leave proportionate to the amount recovered.

- (d) Employees receiving Workers' Compensation Allowance will be paid full salary for a maximum of one (1) year plus the equivalent of the accumulated Sick Leave credit. The Sick Leave credit would be charged with the time in excess of one (1) year and the Association would receive the Workers' Compensation Board cheque for the full period. Employees receiving Workers' Compensation Allowance for a recurrence of a disability suffered prior to employment by the Association will not be subject to payment of full salary.

18.3 Medical and Dental Appointments

Full-time employees shall be allowed up to twelve (12) hours in any calendar year for personal medical and dental appointments. Regular part-time and temporary employees working seventeen and one-half (17.5) hours or more per week, and who have elected benefits, shall also be allowed medical and dental appointment leave prorated, based on the percentage of full-time weekly hours an individual employee works. Should an employee require additional time off for this purpose, it shall be charged to their sick leave credits in minimum one-half (½) hour blocks.

19. ABSENCE FROM DUTY

19.1 Maternity and Parental Leave

- (a) Pregnant employees shall be granted maternity leave for a period **as determined by federal Employment Insurance leave mandates.**
- (b) **New Parents (including partners of a pregnant person, adoptive parents, parents who used a gestational carrier and newly appointed legal guardians of a child)** shall be granted parental leave for a period as determined by federal Employment Insurance leave mandates. This period shall begin after the child's birth and within fifty-two (52) weeks after that event, or for adoptive parents **or legal guardians** within fifty-two (52) weeks after the adopted child is placed with the parents **or legal guardians.**
- (c) Parental leaves under this section (b) shall be taken within fifty-two (52) weeks of the date of birth of the child or within fifty-two (52) weeks after the date the child comes into the actual care and custody of the mother or father, as applicable.
- (d) An employee requesting maternity or parental leave will do so in writing and will provide the Director or designate with a medical certificate from the attending physician stating the estimated date of birth or a certificate stating the date of adoption. An employee will provide this certificate at least four (4) weeks before the expected start of the leave.
- (e) In normal circumstances, a pregnant employee will start maternity leave eight (8) weeks before the expected date of birth.
- (f) An employee who wishes to work during the last eight (8) weeks of pregnancy will be permitted to do so, if their doctor notifies the Association in writing that they can perform their duties and that their health will not be adversely affected. In this case, they will work for the period of time specified by their doctor. The employee will be reimbursed for any costs incurred as a

result of providing the requested information.

- (g) Where an employee gives birth or their pregnancy is terminated before a request for maternity leave is made and the employee requests a leave and provides a certificate from their doctor stating that they have given birth or their pregnancy was terminated on a specified date, the Association will grant their parental leave as provided for in section 19.1(b).
- (h) Maternity leave for an employee who gives birth will not end until at least six (6) weeks following the date of birth unless they request a shorter period. A request for a shorter period must be given in writing to the Director or designate at least one (1) week before the date that the employee indicates they intend to return to work and she must provide the Association with a certificate from the attending physician stating that they are able to return to work.
- (i) Where an employee on maternity leave who has given birth is, for reasons related to the birth or termination of a pregnancy as certified by their medical doctor, unable to return at the end of the leave, the Association will grant further leave without pay for a period specified by the attending physician, but not for a period exceeding six (6) consecutive weeks.
- (j) An employee is entitled to a further five (5) weeks parental leave immediately following parental leave under section 19.1(b), if:
 - (1) the new born child or adopted child will be at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and
 - (2) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- (k) **The maximum period any employee may spend on leave under this Article (19.1) shall be determined by federal Insurance leave mandates, inclusive of all maternity/parental leaves.**
- (l) Employees who are on maternity leave shall give the Director or designate at least four (4) weeks notice prior to the date they are scheduled to return to work so that mutually acceptable arrangements may be made for their return. Should the employee fail to do so, she shall not be permitted to return until expiry of a four week notice period.
- (m) The service of employees who are on **maternity/parental** leave, shall be considered continuous for purposes of pension, medical and other plans beneficial to them. The service of employees who are on **maternity/parental** leave shall not be considered as service for the purposes of earning vacation, public holidays, sick leave or increments.
- (n) While the employee takes their **maternity/parental** leave under this Article (19.1), the Association shall continue to pay its share of the premium costs for medical, extended health benefits, dental plan and group life insurance coverage, provided the employee continues to pay their share.

- (o) Employees, who are on maternity leave, shall be eligible to receive paid sick leave pursuant to Article 18 as a result of illness or disability occurring during the period of their leave which would make the employee unable to perform their usual duties were they at work provided they have sufficient sick leave to their credit and they furnish a certificate from a duly certified medical practitioner. When paid sick leave is granted to employees who are on maternity leave, it shall not be charged against the period of their maternity leave.
- (p) Employees who resume employment on the expiration of **maternity/parental** leave shall be reinstated in all respects by the Association in the positions previously held or in comparable positions, and with all increments to wages and benefits to which they would have been entitled had the leave not been taken.
- (q) If the Association has suspended or discontinued operations during a maternity or parental leave and has not resumed operations upon the expiry of the leave, the Association shall comply with section (q) on resumption of operations, subject to the layoff, bumping and recall provisions of this Agreement.
- (r) The Association shall not terminate an employee, or change a condition of their employment without the employee's written consent, because of the employee's maternity leave or pregnancy or because of the employee's parental leave, unless the employee has been absent for a period exceeding the leave. The burden is on the Association to prove that the termination of an employee or a change in a condition of employment without written consent under this subsection is not because of the maternity leave, pregnancy or parental leave.
- (s) **Effective February 12, 2019 the Employer shall maintain eighty percent (80%) of the normal straight time pay of those regular employees who are on maternity/parental leave during their initial one (1) week waiting period when they are waiting to commence Employment Insurance maternity/ parental leave benefits. It is understood, in the event that Employment Insurance makes maternity/parental benefits available during this one (1) week period, the employer shall only be required to top-up such Employment Insurance benefits so that the net eighty percent (80%) pay rate is maintained.**

19.2 Compassionate Leave

- (a) Compassionate Leave in the case of the death of an employee's wife, husband, common-law spouse, same sex partner (as defined in article 17. 7), child, ward, brother, sister, parent, guardian, grandparent or parent-in-law, or other relative if living in the employee's household, shall be granted without loss of pay for a period not to exceed three (3) working days. **Upon discretion of the Director or designate, employees who have exhausted their Compassionate Leave and require additional time off are entitled to unused sick time.** Employees who have been provided with Compassionate Leave and resign or are terminated from employment within the first six (6) months of employment shall be required to reimburse the Association for costs incurred for such leave.
- (b) Any employee who qualifies for Compassionate Leave without loss of pay under Clause 19.2(a) and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia

(defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney Allouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) shall be granted additional leave without loss of pay for a further period of two (2) working days.

- (c) Requests for leave under Clauses 19.2(a) and (b) shall be submitted to the Director or designate.
- (d) An employee who qualifies for Compassionate Leave without loss of pay under Clause 19.2(a) may be granted such leave when on annual vacation if approved by the Director or designate. An employee who is absent on Sick Leave with or without pay or who is absent on Workers' Compensation shall not be entitled to such leave without loss of pay.
- (e) Upon application to the Director or designate, an employee shall be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause 19.2(a).

19.3 Leave of Absence Without Pay

- (a) The Association shall make every effort to provide an employee with leave of absence without pay when a valid reason exists. The employee shall, as soon as possible, provide in writing to the Director or Administrative Officer the reason for same and the time required for such leave of absence. Further, the employee shall provide as much advance notice as is reasonable, taking into consideration the circumstances attendant to the request.

Employees on leave of absence under this section may continue their Medical Benefits, Extended Health Benefits, Dental Plan Benefits and Group Life Insurance for a maximum period of six (6) months after commencing their leave, provided the employee pays one hundred percent (100%) of the premium costs for same in advance to the Association. In the event that a leave greater than six (6) months duration is granted, the employee involved may apply through the Association to the carrier for an extension of the above time limit. Such extensions shall be granted at the sole discretion of the carrier, provided that the premium costs of the plan would not increase by so doing.

- (b) Family Responsibility Leave – An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:
 - (1) The care, health or education of a child in the employee's care; or
 - (2) the care or health of any other member of the employee's immediate family.

19.4 Court Attendance and Jury Duty

Any employee called for jury duty or as a witness will be allowed time off during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Association.

19.5 Employee/Employer Contact

The Association shall not make a practice of contacting employees regarding their job duties, who are away from work on vacation, sick leave or other pre-authorized leaves, except in the case of emergency or where the employee involved has a work-sharing arrangement, which necessitates such contact.

19.6 Domestic Violence and/or Sexual Abuse Leave

- (a) The Association recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.**
- (b) Workers experiencing domestic violence will be able to access five (5) days from their sick bank per year if available, for attendance of medical appointments, legal proceedings and any other necessary activities. If a sick bank is not available, the employee may request to use any other available bank as defined in this agreement, or if all banks are exhausted, they may request unpaid leave.**
- (c) The Association will reasonably accommodate any employee requests for unpaid leave of absence to deal with legal or personal issues related to domestic violence and/or sexual abuse.**
- (d) The Employee and the Association will only disclose relevant information on a need to know basis to protect confidentiality while ensuring workplace safety.**
- (e) The Association will adhere to the applicable policy set out by the Employment Standards Act of British Columbia.**
- (f) The greater of the benefits defined in 19.6 (b) and 19.6 (e) will apply.**

20. HEALTH AND SAFETY

20.1 Occupational Health and Safety Program

The Association shall initiate and maintain an occupational health and safety program designed to prevent injuries and occupational diseases.

The program shall include:

- (a) A statement of the Association's aims and the responsibilities of the Association's supervisors and workers;**

- (b) provision for the regular inspection of premises, equipment, work methods and work practices, at appropriate intervals, to ensure that prompt action is undertaken to correct any hazardous conditions found;
- (c) appropriate written instructions to supplement the Workers' Compensation Board's Industrial Health and Safety Regulations. Copies of the instructions shall be available for reference by all employees;
- (d) provision for holding periodic management meetings for the purpose of reviewing health and safety activities and accident trends, and for the determination of necessary courses of action;
- (e) provision for the prompt investigation of accidents to determine the action necessary to prevent their recurrence;
- (f) the maintenance of records and statistics, including reports of inspections and accident investigations, with provision for making this information available to the Occupational Health and Safety Committee and, upon request, to an officer of the Workers' Compensation Board or the Union;
- (g) the establishment and maintenance of an Occupational Health and Safety Committee, constituted and functioning as required by Clause 20.2;
- (h) provision by the Association for the instruction and supervision of workers in the safe performance of their work.

20.2 Occupational Health and Safety Committee

- (a) The Occupational Health and Safety Committee shall have:
 - (1) Three (3) employee members, employed at the operation and experienced in the types of work carried on at the operation;
 - (2) membership chosen by and representing the Union and the Association. In no case shall the Association's representatives outnumber those of the Union; and
 - (3) a chair and secretary elected from and by the members of the committee. Where the chair is an Association member the secretary shall be a Union member and vice versa.
- (b) The Occupational Health and Safety Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the Occupational Health and Safety Program and shall promote compliance with the Industrial Health and Safety Regulations.
- (c) Without limiting the generality of the foregoing, the committee shall:
 - (1) determine that regular inspections of the place of employment have been carried out;

- (2) determine that accident investigations have been made;
- (3) recommend measures required to attain compliance with the Industrial Health and Safety Regulations and the correction of hazardous conditions;
- (4) where feasible, appoint at least one (1) Union member and one (1) Association member to participate in such inspections and investigations;
- (5) determine that the structures, equipment, machinery, tools, methods of operation and work practices are in accordance with the Industrial Health and Safety Regulations;
- (6) consider recommendations from the work force in respect to occupational health and safety matters and recommend implementation where warranted;
- (7) hold regular meetings at least once each month for the review of:
 - (i) reports of current accidents or occupational diseases, their causes and means of prevention, and
 - (ii) remedial action taken or required by the reports of investigations and inspections, and
 - (iii) any other matters pertinent to occupational health and safety;
- (8) record the proceedings of the committee in a form acceptable to the Workers' Compensation Board and forward the minutes promptly to the Association, which shall make copies available to those involved in the Occupational Health and Safety Program and shall forward a copy to the nearest Board office. When requested, copies shall be forwarded to the Union.
- (9) **Fire drills must occur once every year.**

20.3 First Aid Attendant

- (a) The Association shall pay a First Aid Allowance of **eighty cents (\$0.80)** per hour worked to one (1) member of the bargaining unit who holds an **Occupational First Aid Level II First Aid Ticket** and who has been designated by the Association as the First Aid Attendant. The First Aid Attendant so designated shall be paid the First Aid Allowance while they are on vacation, or during periods of paid leave up to thirty (30) calendar days.
- (b) Other bargaining unit members who hold an **Occupational First Aid Level II First Aid Ticket** and who are designated by the Association to temporarily perform the duties of the First Aid Attendant, shall receive a premium of **forty cents (\$0.40)** per hour for all hours worked, which premium shall be paid while the employee is on vacation or during periods of paid leave up to thirty (30) calendar days. When such employee actually relieves the designated

First Aid Attendant, this premium shall be increased to **eighty cents (\$0.80)** per hour.

- (c) The training required by employees covered by the above subsections to obtain and/or maintain an Occupational First Aid Level II First Aid Ticket shall be paid for by the Association. Such training shall be provided during normal working hours.

20.4 VDT Use and Protection

VDT Terminal Usage shall comply with the requirements of the Workers' Compensation Act and the Regulations attendant thereto.

21. RECLASSIFICATION AND SALARY ADJUSTMENT

- (a) For the purposes of this clause the following definitions shall apply:
 - (1) A classification change involving a change in title or salary due to a change in duties and responsibilities shall be termed a "reclassification."
 - (2) A classification change involving only a revision in salary without a change in duties or responsibilities shall be termed a "salary adjustment."
- (b) When a new position is created or when the content of an existing position is changed, the Association shall provide to the Union a new or revised class specification and the value assigned to it.
- (c) When an employee or the Union believes that the duties and level of responsibilities of a position has changed significantly or when they believe a position is inappropriately allocated to an existing class of positions, then they shall have the right to initiate a reclassification by notifying the Personnel Officer in writing. The Association shall provide to the employee and the Union the revised class specification and the value assigned to it.
- (d) When the Union believes that the value assigned to a class specification is no longer accurate, it shall have the right to initiate a salary adjustment by notifying the Personnel Officer in writing. The Association shall advise the Union of the result of such review.
- (e) The procedure used in reclassifications and salary adjustments shall be specified in Schedule "C" attached to this Collective Agreement.
- (f) If the Union disagrees with the value assigned in (b), (c), or (d) above or if the Union or the employee disagrees with the classification recommendation of the Association, they may lodge an appeal. Such appeals must be submitted in writing to the Personnel Officer within thirty (30) calendar days of the Union or employee being so notified of the results of the reclassification or salary adjustment.
- (g) In the event of an appeal, the matter will be referred to a joint committee consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Association. The joint committee shall attempt to resolve the matter. If the joint committee reaches

agreement, the decision shall be final and binding on both parties.

- (h) If the joint committee cannot resolve the matter, either party may refer the matter to Mr. John Kinzie, or a substitute agreed to by the parties, for arbitration. The decision of the arbitrator shall be final and binding and not subject to further appeal.
- (i) The arbitrator will hear the dispute and make a final and binding decision. The arbitrator shall be bound by the following:
 - (1) If the dispute concerns a reclassification, the arbitrator shall be empowered to determine whether or not the class specification accurately reflects the actual duties and responsibilities being performed in the position in question, and to determine whether or not the position should be allocated to another Art Gallery Class or whether the Association should prepare a new class specification to accommodate the position.
 - (2) If the dispute concerns the value assigned to a class specification or salary adjustment, the arbitrator shall determine the correct value. Comparisons are limited to class specifications and rates of pay in effect at the Vancouver Art Gallery or the City of Vancouver or, if no comparisons exist therein, to class specifications and rates of pay in effect in similar institutions in British Columbia.
- (j) In the event a position or class of positions is reclassified upwards, each incumbent will be placed on the lowest step of the new pay range which exceeds the incumbent's previous rate. The increment date and the date for any adjustment to the rate of pay of an incumbent whose position has been reclassified shall be retroactive to the date of initiation of the reclassification, or thirty (30) calendar days prior to the receipt of the completed classification questionnaire, whichever is later.
- (k) In the event a class of positions is revalued upwards, each incumbent occupying a position within such class will be placed on the same step of the new pay range as such incumbent occupied on the pay range for the class to which the incumbent's position previously belonged. The increment date for the incumbent of a position whose class has been revalued shall not be amended.
- (l) In the event a position or class of positions is reclassified downwards, or in the event a class of positions is revalued downwards, each incumbent of any such position shall be treated at the discretion of the Association in accordance with one or the other of the two following methods:
 - (1) The incumbents shall with immediate effect have their rate of pay reduced to the appropriate new level for the class and shall at the earliest opportunity following such reduction be paid a lump sum equivalent to twenty-four (24) times the monthly difference in the case of salaried employees, or four thousand one hundred seventy-six (4,176) times the hourly difference in the case of hourly rated employees, between their former pay rate and their new reduced pay rate; or

- (2) For as long as the incumbents continue to occupy any position covered by this Collective Agreement they shall suffer no reduction in their rate of pay by virtue only of a reclassification downwards or a revaluation downwards and shall continue to receive all general pay increases and increments to which they would otherwise have been entitled; provided that at any time during the two (2) years immediately following the date when the position was reclassified or the class in which the position was grouped, was revalued, the Association may unilaterally promote such incumbents to any other vacant positions for which they are qualified, and which are valued at the same level as their positions were formerly valued.

(m) **Reclassification and Salary Schedule Committee**

The parties shall form a standing joint committee comprising up to three (3) members appointed by each side to discuss reclassification and Salary Schedule issues on an ongoing basis, as necessary. This committee shall meet as soon as possible following ratification.

22. OTHER PROVISIONS

22.1 Uniforms

Uniforms or other special apparel shall be provided by the Association for all employees required by the Association to wear such uniforms or other special apparel. The Association shall supply, launder and repair such uniforms or other special apparel as required without any cost to the employees. Such uniforms or other special apparel shall be the property of the Association and on terminating their services with the Association, employees shall return them.

22.2 Catalogues

- (a) Each employee shall be entitled to a copy of all catalogues produced by the Association.
- (b) Curators who have produced an exhibition catalogue may request a reasonable number of copies for themselves and for review and exchange purposes.
- (c) Regular employees shall be entitled to purchase one (1) of each catalogue co-produced by the Association and sold in the Gallery Shop for their personal use, at a price equivalent to the Gallery Shop's cost.
- (d) **Each employee who requires an exhibition catalogue for their work will be given one for their use. The provided catalogue will remain the property of the Association.**

22.3 Coffee and Tea

The Association shall subsidize coffee and tea for the employees. The employees shall pay a portion of the costs, with adjustments made if costs increase.

22.4 Gallery Membership

All regular full-time and temporary full-time employees will be eligible after six (6) months' continuous employment, and regular part-time employees and temporary part-time employees who work seventeen and one-half (17.5) hours per week or more will be eligible after one (1) year of continuous employment, to a free Vancouver Art Gallery membership, for the length of their employment, subject to the Constitution of the Association.

22.5 Professional Development

- (a) Professional development is defined as any lecture, seminar, symposium or other activity, including extended practical training when available, mutually beneficial to the employee and the Association. Professional development may be initiated either by the employee or the Association.
- (b) Requests for professional development leave with pay shall be made in writing to the Director or designate at least ten (10) days in advance of the time required. Such requests shall not be unreasonably denied.
- (c) Upon the approval of the Director or designate, fees and expenses for professional development shall be paid by the Association.
- (d) There shall be a joint Union-Association Committee which shall investigate outside funding sources for professional development and which shall make any such sources known to all employees.

22.6 Miscellaneous Matters

- (a) Schedules "A", "B", "C" and "D" annexed hereto shall form part of this Collective Agreement.
- (b) Wherever the singular is used in this Collective Agreement, it shall be deemed to include the plural, and vice versa, wherever the context so requires.

22.7 Safety Shoes

The Association shall issue safety shoes to those regular full-time employees whom it, or the Workers' Compensation Board, requires to wear such protection, provided that in order to be eligible, employees must actually wear such footwear while they are at work, and provided further that employees must turn in to their immediate supervisors those shoes which were previously issued and are worn out in order to receive a replacement.

22.8 Workload

Any employee or group of employees concerned about their workload shall first discuss the matter with their immediate supervisor. When this discussion does not satisfy the employee's concerns, they may discuss the matter with the applicable Department or Division Head. When this discussion does not satisfy the employee's concerns they may discuss the matter with the Director or designate. The Director or designate shall investigate the matter and take such decisions as they feel are appropriate to resolve the matter. The decisions of the Director or designate, if any, shall be final and binding. The employee(s) involved shall have the right to have a shop steward or Union representative present during any discussions under this section and shall be advised of that right.

22.9 Government Funding

During the term of the current Collective Agreement, the parties shall jointly approach all levels of government to secure, if possible, any funding that may be made available for pay equity purposes.

22.10 Policy and Procedures Handbook

During the term of this agreement, the Association shall develop and implement a Policy and Procedures Booklet which, upon completion, shall be provided to the Union. In addition, copies shall be made available for the use of employees in the workplace.

22.11 Joint Labour Management Committee

The parties shall form a Joint Labour Management Committee to discuss matters of mutual interest during the life of this Agreement.

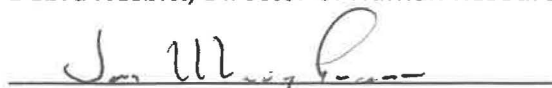
22.12 Student Employee Rate

The wage rate for each employee hired into this classification is to be determined by the parties on a case by case basis.

SIGNED on this 11th day of August, 2020 at the City of Vancouver in the Province of British Columbia.

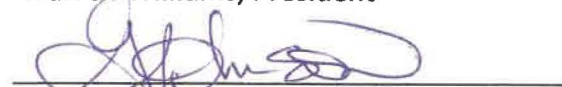
Bargaining Representatives for
the Association:


Debra Nesbitt, Director of Human Resources


Tom Meighan, Director of Operations and
Museum Services

Bargaining Representatives for
the Union:


Warren Williams, President


Gail Johnson, Staff Representative

SCHEDULE A

JOB CLASSIFICATION

CLASSIFICATION	NUMBER	PAY GRADE
Accounting Administrator	112	22
Accounting Clerk	110	17 (Dec 06)
Administrative Assistant	124	17(a)
Admissions/Information Clerk I	117	11
Assistant Curator	601	22
Assistant Curator "A"	602	20
Assistant Programmer "A"	804	20 (Nov 08)
Assistant Registrar	615	19
Assistant Security Supervisor	206	18
Associate Curator	602	24
Audio Visual Technician I	400	15
Audio Visual Technician II	401	18
Audio Visual Technician III	402	23
Building Cleaner	201	12
Building Maintenance Worker	204	15
Building Service Worker	200	14
Computer Support Technician	408	18
Conservation Assistant	610	20
Conservator	609	25
Control Room Assistant	212	11
Curator	600	26
Curatorial Assistant	612	17
Development Assistant/Researcher	125	19 (Feb 02)
Development Coordinator	902	19 (July 05)
Development Specialist, Database & Financial Admin.	901	23 (May 05)
Development Specialist, Corporate & Foundation	903	23 (Dec 08)
Development Specialist, Membership & Annual Giving	906	23 (Apr 04)
Event Specialist	702	23
Exhibitions Coordinator	607	25

CLASSIFICATION	NUMBER	PAY GRADE
Gallery Animateur	805	15
Gallery Animateur Assistant	807	11
Gallery Rental Booking Clerk	121	17
Gallery Store Assistant	1001	11
Gallery Store Supervisor	1000	20
Group Booking Assistant	122	13
Intermediate Accountant	113	20 (Jul 09)
Lead Preparator	304	20(c)
Librarian	500	24
Library Assistant	501	17
Marketing Coordinator I	700	17
Marketing Coordinator II	701	20
Marketing Coordinator/Graphic Designer	703	20
Marketing Media Arts Technician	409	19 (May 02)
Network Administrator	405	23
Office Support Clerk I	100	11
Office Support Clerk II	101	12
Office Support Clerk II	102	14
Payroll & Benefits Administrator	111	18
Photographer I	406	19 (Mar 03)
Photographer II	407	23
Preparator I	300	15
Preparator II	301	19
Preparator III	302	24(c)
Programming Assistant	808	15 (Feb 02)
Promotions Specialist	704	23 (Jul 07)
Public Programs Assistant	803	17
Public Programs Coordinator: Family & Children's Programs	801	23
Public Programs Coordinator: General Programs	800	23
Public Relations Specialist	705	27 (Jan 07)

CLASSIFICATION	NUMBER	PAY GRADE
Receptionist	114	13(c)
Registrar – Collections	604	26 (Dec 02)
Registrar – Exhibitions & Loans	603	26
Registration Assistant	611	17
Relief Receptionist	119	12
Rights and Reproductions Coordinator	404	19 (Jan 07)
Security Attendant	212	11
Security Guard	207	11
Senior Gallery Animateur	806	16(c)
Stationary Engineer I	209	19(a)
Student Employee (d)		
Tourism Marketing Specialist	704	23
Volunteer Coordinator	127	23

- (a) The starting rate for this position is Step 3
- (b) The starting rate for this position is Step 4
- (c) The starting rate for this position is Step 5
- (d) The wage rate for each employee hired into this classification to be determined by the parties on a case by case basis.

HOURLY SALARY SCHEDULE

		STEP				
		1	2	3	4	5
Pay Grade 11						
Admissions/Information Clerk 1	Jul 17	n/a	18.72	19.43	20.12	20.89
Office Support Clerk I	Jul 18	n/a	19.00	19.72	20.42	21.20
Gallery Animateur Assistant	Jul 19	n/a	19.33	20.07	20.78	21.57
Security Attendant	Jul 20	n/a	19.72	20.47	21.20	22.00
Security Guard						
Gallery Store Assistant						
Control Room Assistant						
Pay Grade 12						
Building Cleaner	Jul 17	n/a	19.43	20.12	20.89	21.65
Office Support Clerk II	Jul 18	n/a	19.72	20.42	21.20	21.97
Administration/Information Clerk	Jul 19	n/a	20.07	20.78	21.57	22.35
	Jul 20	n/a	20.47	21.20	22.00	22.80
Pay Grade 13						
Group Booking Assistant	Jul 17	n/a	20.12	20.89	21.65	22.49
	Jul 18	n/a	20.42	21.20	21.97	22.83
	Jul 19	n/a	20.78	21.57	22.35	23.23
	Jul 20	n/a	21.20	22.00	22.80	23.69
Pay Grade 14						
Office Support Clerk III	Jul 10	20.12	20.89	21.65	22.49	23.37
Building Service Worker I	Jan 12	20.42	21.20	21.97	22.83	23.72
	Jul 13	20.78	21.57	22.35	23.23	24.14
	Jul 14	21.20	22.00	22.80	23.69	24.62
Pay Grade 15						
Audio Visual Technician I	Jul 17	20.89	21.65	22.49	23.37	24.29
Building Maintenance Worker	Jul 18	21.20	21.97	22.83	23.72	24.65
Gallery Animateur	Jul 19	21.57	22.35	23.23	24.14	25.08
Photographic Assistant	Jul 20	22.00	22.80	23.69	24.62	25.58
Preparator I						
Pay Grade 16						
Library Assistant	Jul 17	21.65	22.49	23.37	24.29	25.20
Senior Gallery Animateur (c)	Jul 18	21.97	22.83	23.72	24.65	25.58
	Jul 19	22.35	23.23	24.14	25.08	26.03
	Jul 20	22.80	23.69	24.62	25.58	26.55

HOURLY SALARY SCHEDULE continued

		STEP				
Pay Grade 17		1	2	3	4	5
Administrative Assistant (a)	Jul 17	22.49	23.37	24.29	25.20	26.18
Curatorial Assistant	Jul 18	22.83	23.72	24.65	25.58	26.57
Gallery Rental Booking Clerk	Jul 19	23.23	24.14	25.08	26.03	27.03
Public Programs Assistant	Jul 20	23.69	24.62	25.58	26.55	27.57
Programming Assistant						
Registration Assistant						
Marketing/Development Coordinator I						
Accounts Payable Administrator						
Accounts Receivable Administrator						
Pay Grade 18						
Assistant Security Supervisor	Jul 17	23.37	24.29	25.20	26.18	27.22
Audio Visual Technician II	Jul 18	23.72	24.65	25.58	26.57	27.63
Computer Support Technician	Jul 19	24.14	25.08	26.03	27.03	28.11
Payroll & Benefits Administrator	Jul 20	24.62	25.58	26.55	27.57	28.67
Pay Grade 19						
Assistant Registrar	Jul 17	24.29	25.20	26.18	27.22	28.32
Development Assistant/Researcher	Jul 18	24.65	25.58	26.57	27.63	28.74
Development Coordinator - Database	Jul 19	25.08	26.03	27.03	28.11	29.24
Photographer I	Jul 20	25.58	26.55	27.57	28.67	29.82
Preparator II						
Stationary Engineer I (a)						
Rights & Reproduction Coordinator						
Pay Grade 20						
Assistant Curator "A"	Jul 17	25.20	26.18	27.22	28.32	29.45
Assistant Shop Manager	Jul 18	25.58	26.57	27.63	28.74	29.89
Conservation Assistant	Jul 19	26.03	27.03	28.11	29.24	30.41
Lead Preparator (c)	Jul 20	26.55	27.57	28.67	29.82	31.02
Marketing Coordinator/Graphic Designer						
Assistant Programmer "A"						
Intermediate Accountant						
Pay Grade 21						
Media Arts Technician	Jul 17	26.18	27.22	28.32	29.45	30.65
	Jul 18	26.57	27.63	28.74	29.89	31.11
	Jul 19	27.03	28.11	29.24	30.41	31.65
	Jul 20	27.57	28.67	29.82	31.02	32.28
Pay Grade 22						
Accounting Administrator	Jul 17	27.22	28.32	29.45	30.65	31.87
Assistant Curator	Jul 18	27.63	28.74	29.89	31.11	32.35
	Jul 19	28.11	29.24	30.41	31.65	32.92
	Jul 20	28.67	29.82	31.02	32.28	33.58

HOURLY SALARY SCHEDULE continued

				STEP		
Pay Grade 23		1	2	3	4	5
Development Officer, Database & Admin.	Jul 17	28.32	29.45	30.65	31.87	33.17
Development Officer, Membership	Jul 18	28.74	29.89	31.11	32.35	33.67
Events Specialist	Jul 19	29.24	30.41	31.65	32.92	34.26
Marketing Specialist	Jul 20	29.82	31.02	32.28	33.58	34.95
Network Administrator						
Photographer II						
Public Programs Coordinator: Family & Children's Programs						
Public Programs Coordinator: General						
Volunteer Coordinator						
Pay Grade 24						
Associate Curator	Jul 17	29.45	30.65	31.87	33.17	34.51
Preparator III (c)	Jul 18	29.89	31.11	32.35	33.67	35.03
Librarian	Jul 19	30.41	31.65	32.92	34.26	35.64
	Jul 20	31.02	32.28	33.58	34.95	36.35
Pay Grade 25						
Conservator	Jul 17	30.65	31.87	33.17	34.51	35.91
Corporate Dev. & Found. Specialist	Jul 18	31.11	32.35	33.67	35.03	36.45
Exhibitions Coordinator	Jul 19	31.65	32.92	34.26	35.64	37.09
	Jul 20	32.28	33.58	34.95	36.35	37.83
Pay Grade 26						
Curator	Jul 17	31.87	33.17	34.51	35.91	37.38
Registrar – Collections	Jul 18	32.35	33.67	35.03	36.45	37.94
Registrar – Exhibitions & Loans	Jul 19	32.92	34.26	35.64	37.09	38.60
	Jul 20	33.58	34.95	36.35	37.83	39.37
Pay Grade 27						
Public Relations Manager	Jul 17	33.17	34.51	35.91	37.38	38.86
	Jul 18	33.67	35.03	36.45	37.94	39.44
	Jul 19	34.26	35.64	37.09	38.60	40.13
	Jul 20	34.95	36.35	37.83	39.37	40.93
Pay Grade 28						
	Jul 17	34.51	35.91	37.38	38.86	40.42
	Jul 18	35.03	36.45	37.94	39.44	41.03
	Jul 19	35.64	37.09	38.60	40.13	41.75
	Jul 20	36.35	37.83	39.37	40.93	42.59

HOURLY SALARY SCHEDULE continued

Pay Grade 29	STEP				
	1	2	3	4	5
Jul 17	35.91	37.38	38.86	40.42	42.03
Jul 18	36.45	37.94	39.44	41.03	42.66
Jul 19	37.09	38.60	40.13	41.75	43.41
Jul 20	37.83	39.37	40.93	42.59	44.28

BI-WEEKLY SALARY SCHEDULE

		STEP				
		1	2	3	4	5
Pay Grade 11						
Admissions/Information Clerk 1	Jul 17	n/a	1310.40	1360.10	1408.40	1462.30
Office Support I	Jul 18	n/a	1330.00	1380.40	1429.40	1484.00
Gallery Animateur Assistant	Jul 19	n/a	1353.10	1404.90	1454.60	1509.90
Security Attendant	Jul 20	n/a	1380.40	1432.90	1484.00	1540.00
Security Guard						
Gallery Store Assistant						
Pay Grade 12						
Building Cleaner	Jul 17	n/a	1360.10	1408.40	1462.30	1515.50
Clerk Steno II	Jul 18	n/a	1380.40	1429.40	1484.00	1537.90
Curatorial Clerk	Jul 19	n/a	1404.90	1454.60	1509.90	1564.50
Office Clerk	Jul 20	n/a	1432.90	1484.00	1540.00	1596.00
Relief Receptionist						
Pay Grade 13						
Clerk II	Jul 17	n/a	1408.40	1462.30	1515.50	1574.30
Courier	Jul 18	n/a	1429.40	1484.00	1537.90	1598.10
Data Entry Clerk	Jul 19	n/a	1454.60	1509.90	1564.50	1626.10
Group Booking Assistant	Jul 20	n/a	1484.00	1540.00	1596.00	1658.30
Receptionist (c)						
Pay Grade 14						
Accounting Clerk I	Jul 17	1408.40	1462.30	1515.50	1574.30	1635.90
Building Service Worker I	Jul 18	1429.40	1484.00	1537.90	1598.10	1660.40
Clerk Steno III	Jul 19	1454.60	1509.90	1564.50	1626.10	1689.80
Clerk Typist III	Jul 20	1484.00	1540.00	1596.00	1658.30	1723.40
Database Clerk						
Pay Grade 15						
Audio Visual Technician I	Jul 17	1462.30	1515.50	1574.30	1635.90	1700.30
Building Maintenance Worker	Jul 18	1484.00	1537.90	1598.10	1660.40	1725.50
Gallery Animateur	Jul 19	1509.90	1564.50	1626.10	1689.80	1755.60
Photographic Assistant	Jul 20	1540.00	1596.00	1658.30	1723.40	1790.60
Preparator I						
Programming Assistant						
Pay Grade 16						
Library Assistant	Jul 17	1515.50	1574.30	1635.90	1700.30	1764.00
Senior Gallery Animateur (c)	Jul 18	1537.90	1598.10	1660.40	1725.50	1790.60
	Jul 19	1564.50	1626.10	1689.80	1755.60	1822.10
	Jul 20	1596.00	1658.30	1723.40	1790.60	1858.50

BI-WEEKLY SALARY SCHEDULE continued

		STEP				
		1	2	3	4	5
Pay Grade 17						
Administrative Assistant (a)	Jul 17	1574.30	1635.90	1700.30	1764.00	1832.60
Curatorial Assistant	Jul 18	1598.10	1660.40	1725.50	1790.60	1859.90
Gallery Rental Booking Clerk	Jul 19	1626.10	1689.80	1755.60	1822.10	1892.10
Public Programs Assistant	Jul 20	1658.30	1723.40	1790.60	1858.50	1929.90
Programming Assistant						
Registration Assistant						
Accounts Payable Administrator						
Accounts Receivable Administrator						
Pay Grade 18						
Assistant Security Supervisor	Jul 17	1635.90	1700.30	1764.00	1832.60	1905.40
Audio Visual Technician II	Jul 18	1660.40	1725.50	1790.60	1859.90	1934.10
Computer Support Technician	Jul 19	1689.80	1755.60	1822.10	1892.10	1967.70
Payroll & Benefits Administrator	Jul 20	1723.40	1790.60	1858.50	1929.90	2006.90
Pay Grade 19						
Assistant Registrar	Jul 17	1700.30	1764.00	1832.60	1905.40	1982.40
Development Assistant/Researcher	Jul 18	1725.50	1790.60	1859.90	1934.10	2011.80
Development Coordinator - Database	Jul 19	1755.60	1822.10	1892.10	1967.70	2046.80
Photographer I	Jul 20	1790.60	1858.50	1929.90	2006.90	2087.40
Preparator II						
Stationary Engineer I (a)						
Rights & Reproduction Coordinator						
Pay Grade 20						
Assistant Curator "A"	Jul 17	1764.00	1832.60	1905.40	1982.40	2061.50
Gallery Store Supervisor	Jul 18	1790.60	1859.90	1934.10	2011.80	2092.30
Conservation Assistant	Jul 19	1822.10	1892.10	1967.70	2046.80	2128.70
Lead Preparator (c)	Jul 20	1858.50	1929.90	2006.90	2087.40	2171.40
Marketing Coordinator/Graphic Designer						
Assistant Programmer "A"						
Intermediate Accountant						
Pay Grade 21						
Media Arts Technician	Jul 17	1832.60	1905.40	1982.40	2061.50	2145.50
	Jul 18	1859.90	1934.10	2011.80	2092.30	2177.70
	Jul 19	1892.10	1967.70	2046.80	2128.70	2215.50
	Jul 20	1929.90	2006.90	2087.40	2171.40	2259.60
Pay Grade 22						
Accounting Administrator	Jul 17	1905.40	1982.40	2061.50	2145.50	2230.90
Assistant Curator	Jul 18	1934.10	2011.80	2092.30	2177.70	2264.50
	Jul 19	1967.70	2046.80	2128.70	2215.50	2304.40
	Jul 20	2006.90	2087.40	2171.40	2259.60	2350.60

BI-WEEKLY SALARY SCHEDULE continued

		STEP				
		1	2	3	4	5
Pay Grade 23						
Development Officer, Database & Admin.	Jul 17	1982.40	2061.50	2145.50	2230.90	2321.90
Development Officer, Membership	Jul 18	2011.80	2092.30	2177.70	2264.50	2356.90
Events Specialist	Jul 19	2046.80	2128.70	2215.50	2304.40	2398.20
Marketing Specialist	Jul 20	2087.40	2171.40	2259.60	2350.60	2446.50
Network Administrator						
Photographer II						
Public Programs Coordinator: Family & Children's Programs						
Public Programs Coordinator: General Volunteer Coordinator						
Pay Grade 24						
Associate Curator	Jul 17	2061.50	2145.50	2230.90	2321.90	2415.70
Preparator III (c)	Jul 18	2092.30	2177.70	2264.50	2356.90	2452.10
Librarian	Jul 19	2128.70	2215.50	2304.40	2398.20	2494.80
	Jul 20	2171.40	2259.60	2350.60	2446.50	2544.50
Pay Grade 25						
Conservator	Jul 17	2145.50	2230.90	2321.90	2415.70	2513.70
Corporate Dev. & Found. Specialist	Jul 18	2177.70	2264.50	2356.90	2452.10	2551.50
Exhibitions Coordinator	Jul 19	2215.50	2304.40	2398.20	2494.80	2596.30
	Jul 20	2259.60	2350.60	2446.50	2544.50	2648.10
Pay Grade 26						
Curator	Jul 17	2230.90	2321.90	2415.70	2513.70	2616.60
Registrar - Collections	Jul 18	2264.50	2356.90	2452.10	2551.50	2655.80
Registrar - Exhibitions & Loans	Jul 19	2304.40	2398.20	2494.80	2596.30	2702.00
	Jul 20	2350.60	2446.50	2544.50	2648.10	2755.90
Pay Grade 27						
Public Relations Manager	Jul 17	2321.90	2415.70	2513.70	2616.60	2720.20
	Jul 18	2356.90	2452.10	2551.50	2655.80	2760.80
	Jul 19	2398.20	2494.80	2596.30	2702.00	2809.10
	Jul 20	2446.50	2544.50	2648.10	2755.90	2865.10
Pay Grade 28						
	Jul 17	2415.70	2513.70	2616.60	2720.20	2829.40
	Jul 18	2452.10	2551.50	2655.80	2760.80	2872.10
	Jul 19	2494.80	2596.30	2702.00	2809.10	2922.50
	Jul 20	2544.50	2648.10	2755.90	2865.10	2981.30

BI-WEEKLY SALARY SCHEDULE continued

Pay Grade 29	STEP				
	1	2	3	4	5
Jul 17	2513.70	2616.60	2720.20	2829.40	2942.10
Jul 18	2551.50	2655.80	2760.80	2872.10	2986.20
Jul 19	2596.30	2702.00	2809.10	2922.50	3038.70
Jul 20	2648.10	2755.90	2865.10	2981.30	3099.60

MONTHLY SALARY SCHEDULE

		STEP				
		1	2	3	4	5
Pay Grade 11						
Admissions/Information Clerk 1	Jul 17	n/a	2849	2957	3062	3179
Office Support I	Jul 18	n/a	2892	3001	3108	3226
Gallery Animateur Assistant	Jul 19	n/a	2942	3054	3162	3283
Security Attendant	Jul 20	n/a	3001	3115	3226	3348
Security Guard						
Gallery Store Assistant						
Pay Grade 12						
Building Cleaner	Jul 17	n/a	2957	3062	3179	3295
Office Support II	Jul 18	n/a	3001	3108	3226	3344
Relief Receptionist	Jul 19	n/a	3054	3162	3283	3401
	Jul 20	n/a	3115	3226	3348	3470
Pay Grade 13						
Group Booking Assistant	Jul 17	n/a	3062	3179	3295	3423
Receptionist (c)	Jul 18	n/a	3108	3226	3344	3474
	Jul 19	n/a	3162	3283	3401	3535
	Jul 20	n/a	3226	3348	3470	3605
Pay Grade 14						
Office Support III	Jul 17	3062	3179	3295	3423	3557
Building Service Worker I	Jul 18	3108	3226	3344	3474	3610
	Jul 19	3162	3283	3401	3535	3674
	Jul 20	3226	3348	3470	3605	3747
Pay Grade 15						
Audio Visual Technician I	Jul 17	3179	3295	3423	3557	3697
Building Maintenance Worker	Jul 18	3226	3344	3474	3610	3751
Gallery Animateur/Educator	Jul 19	3283	3401	3535	3674	3817
Photographic Assistant	Jul 20	3348	3470	3605	3747	3893
Preparator I						
Pay Grade 16						
Library Assistant	Jul 17	3295	3423	3557	3697	3835
Senior Gallery Animateur (c)	Jul 18	3344	3474	3610	3751	3893
	Jul 19	3401	3535	3674	3817	3961
	Jul 20	3470	3605	3747	3893	4041

MONTHLY SALARY SCHEDULE continued

		STEP				
		1	2	3	4	5
Pay Grade 17						
Administrative Assistant (a)	Jul 17	3423	3557	3697	3835	3984
Curatorial Assistant	Jul 18	3474	3610	3751	3893	4044
Gallery Rental Booking Clerk	Jul 19	3535	3674	3817	3961	4114
Public Programs Assistant	Jul 20	3605	3747	3893	4041	4196
Programming Assistant						
Registration Assistant						
Accounts Payable Administrator						
Accounts Receivable Administrator						
Pay Grade 18						
Assistant Security Supervisor	Jul 17	3557	3697	3835	3984	4142
Audio Visual Technician II	Jul 18	3610	3751	3893	4044	4205
Computer Support Technician	Jul 19	3674	3817	3961	4114	4278
Payroll & Benefits Administrator	Jul 20	3747	3893	4041	4196	4363
Pay Grade 19						
Assistant Registrar	Jul 17	3697	3835	3984	4142	4310
Development Assistant/Researcher	Jul 18	3751	3893	4044	4205	4374
Development Coordinator	Jul 19	3817	3961	4114	4278	4450
Media Arts Technician	Jul 20	3817	3961	4114	4278	4450
Photographer I						
Preparator II						
Stationary Engineer I (a)						
Pay Grade 20						
Assistant Curator "A"	Jul 17	3835	3984	4142	4310	4482
Gallery Store Supervisor	Jul 18	3893	4044	4205	4374	4549
Conservation Assistant	Jul 19	3961	4114	4278	4450	4628
Lead Preparator (c)	Jul 20	4041	4196	4363	4538	4721
Marketing Coordinator/Graphic Designer						
Assistant Programmer "A"						
Intermediate Accountant						
Pay Grade 21						
Media Arts Technician	Jul 17	3984	4142	4310	4482	4664
	Jul 18	4044	4205	4374	4549	4735
	Jul 19	4114	4278	4450	4628	4817
	Jul 20	4196	4363	4538	4721	4913
Pay Grade 22						
Accounting Administrator	Jul 17	4142	4310	4482	4664	4850
Assistant Curator	Jul 18	4205	4374	4549	4735	4923
	Jul 19	4278	4450	4628	4817	5010
	Jul 20	4363	4538	4721	4913	5110

MONTHLY SALARY SCHEDULE continued

		STEP				
		1	2	3	4	5
Pay Grade 23						
Development Officer, Database & Admin	Jul 17	4310	4482	4664	4850	5048
Development Officer, Membership	Jul 18	4374	4549	4735	4923	5124
Development Specialist	Jul 19	4450	4628	4817	5010	5214
Events Specialist	Jul 20	4538	4721	4913	5110	5319
Marketing Specialist						
Network Administrator						
Photographer II						
Public Programs Coordinator: Family & Children's Programs						
Public Programs Coordinator: General						
Promotions Specialist						
Volunteer Coordinator						
Audio Visual Technician III (a)						
Pay Grade 24						
Associate Curator	Jul 17	4482	4664	4850	5048	5252
Preparator III (c)	Jul 18	4549	4735	4923	5124	5331
Librarian	Jul 19	4628	4817	5010	5214	5424
	Jul 20	4721	4913	5110	5319	5532
Pay Grade 25						
Conservator	Jul 17	4664	4850	5048	5252	5465
Corporate Dev. & Found. Specialist	Jul 18	4735	4923	5124	5331	5547
Exhibitions Coordinator	Jul 19	4817	5010	5214	5424	5645
	Jul 20	4913	5110	5319	5532	5757
Pay Grade 26						
Curator	Jul 17	4850	5048	5252	5465	5689
Registrar – Collections	Jul 18	4923	5124	5331	5547	5774
Registrar – Exhibitions & Loans	Jul 19	5010	5214	5424	5645	5874
	Jul 20	5110	5319	5532	5757	5992
Pay Grade 27						
Public Relations Manager	Jul 17	5048	5252	5465	5689	5914
	Jul 18	5124	5331	5547	5774	6002
	Jul 19	5214	5424	5645	5874	6107
	Jul 20	5319	5532	5757	5992	6229
Pay Grade 28						
	Jul 17	5252	5465	5689	5914	6151
	Jul 18	5331	5547	5774	6002	6244
	Jul 19	5424	5645	5874	6107	6354
	Jul 20	5532	5757	5992	6229	6482

MONTHLY SALARY SCHEDULE continued

Pay Grade 29	STEP				
	1	2	3	4	5
Jul 17	5465	5689	5914	6151	6396
Jul 18	5547	5774	6002	6244	6492
Jul 19	5645	5874	6107	6354	6606
Jul 20	5757	5992	6229	6482	6739

*Schedule "A", Wage Schedules, have been amended to apply the following across the board wage increases:

- Effective July 1, 2017 - One and a half percent (1.50%)
- Effective July 1, 2018 - One and a half percent (1.50%)
- Effective July 1, 2019 - One and three quarters percent (1.75%)
- Effective July 1, 2020 - Two percent (2.0%)

SCHEDULE B

PROCEDURE USED IN RECLASSIFICATION AND SALARY ADJUSTMENT

- (a) In this schedule the term "reclassification" is deemed to include "salary adjustment."
- (b) When a reclassification has been initiated by the employee or the Union, the Personnel Officer shall provide the employee with a classification questionnaire within five (5) working days of the initiation. The employee shall complete the questionnaire within twenty (20) working days of initiation; if the questionnaire is not completed within this timeframe, the retroactivity will be affected as per Article 21 (j). Upon receipt of the completed questionnaire, the Personnel Officer shall complete steps (c) and (d) within sixty (60) calendar days.
- (c) The Personnel Officer shall interview the employee and may interview the supervisor, the department head and/or the Director.
- (d) The Personnel Officer shall prepare a job description for the position based on the questionnaire and the interviews. The job description shall be returned to the employee.
- (e) The employee shall review and submit any comments concerning the accuracy of the job description. The supervisor and/or department head may make comments on the job description and forward it to the Personnel Officer.
- (f) Upon receipt of the returned job description, the Personnel Officer has sixty (60) calendar days to revise the job description, if necessary, and assign the appropriate class specification to the position, and submit a report to the Director containing a general summary of the review of the position and a new pay grade and/or a new or revised class specification, if applicable.
- (g) The Director shall forward a copy of the report to the Union, the Division Head and the employee(s) affected.

SCHEDULE C

BARGAINING UNIT WORK

Notwithstanding the provisions of Clause 3.7, the Association may use persons other than employees to perform bargaining unit work, subject to the following:

- (a) No regular employees shall be laid off, have their salary reduced or be terminated as a result of contracting out.
- (b) The Association may contract out work normally performed by Association curatorial services' employees when employees within the appropriate classification are not available or do not have the expertise to perform the required work.
- (c) The contracting out of clerical support in either the administrative or curatorial functions shall not exceed two (2) weeks while recruiting to fill a vacant position. Where the Association demonstrates that it has been unable to recruit the necessary replacement employee within two (2) weeks, this time period may be extended by mutual agreement.
- (d) The contracting out of curatorial services or administrative functions shall not result in a decrease in the number of Association employees; however, the Association may contract out a bargaining unit position for up to six (6) months while recruiting to fill a vacant position. This period may be extended by mutual agreement where the Association demonstrates that it has been unable to recruit a replacement employee.
- (e) The contracting out of security or cleaning shall be limited to that not currently provided by the employees of the Association.
- (f) The following functions are not covered by Clause 3.7:
 - (1) Constructing crates for works of art when the crates are being paid for by another institution provided that no employee on layoff is capable of doing the work, or when the V.A.G. facilities are operating at capacity.
 - (2) Pick up and delivery of works of art when paid for by another institution, provided that no employee on layoff is capable of doing the work.
 - (3) Artists or Scholars lecturing on their own work.
 - (4) Staff, from other institutions or organizations sponsoring exhibitions, who are assisting employees of the Association.
 - (5) Artists assisting employees of the Association during the installation of exhibitions of their work.

- (6) Assistance to curators in areas such as writing essays or critiques for catalogues or other publications, curating or researching artists or exhibitions.
- (7) Such services as are necessary for the successful mounting of an exhibition which must be done outside the Province.

Curatorial services is understood to mean those departments reporting to the position of Chief Curator.

SCHEDULE D

SPECIAL EVENT EMPLOYEE

(a) Definition

Special Event Employee shall mean an employee who is employed during special shows, events and openings to perform coat checking, ticket taking and related duties.

A Special Event Employee shall not be employed more than two (2) months in a calendar year.

(b) Payment

A Special Event Employee shall be paid as specified in Schedule A. In addition, Special Event Employees shall be entitled to ten (10%) per cent of regular earnings in lieu of all benefits including those providing for time off with pay.

Clauses 7.1, 10, 11, 19, 22.2, 22.4, and 22.5 shall not apply to Special Event Employees.

LETTER OF UNDERSTANDING

MOVE TO A NEW LOCATION

This Letter is attached to and forms part of the 2017 – 2021 Collective Agreement and will expire automatically with the expiry of that agreement unless it is renewed by the parties during the next round of negotiations.


1. The Association recognizes the following:
 - (a) Any future move to a new location is a topic of vital concern and interest for the Union and bargaining unit employees.
 - (b) There is a need to share information regarding any move to a new location with the Union and with bargaining-unit employees in a timely fashion, subject to the need for confidentiality.
 - (c) There is a need to consult with the Union and bargaining-unit employees regarding any move to a new location.
2. The Association recognizes the Union's Certificate of Bargaining Authority and its successorship rights at any new location that is finalized.
3. The Association recognizes the implications for any move to a new location represented by the following provisions of the Collective Agreement: Article 2(f) - Bargaining Group; Article 3.1 - Union Security, Article 3.7 - Bargaining Unit Work; Article 5.2 - Changes Affecting the Agreement; Article 13 - Technological Change; and Schedule "C" - Bargaining Unit Work.

The Association shall respect the above provisions in its planning for and its move to any new location. Should any change to the above provisions be required (whether temporary or permanent) as either a condition precedent for moving to a new location or in order to facilitate the actual move to a new location during the period when the actual move to a new location takes place, the Association shall negotiate such change(s) with the Union.

4. The Association will consult and share information with the Union and the bargaining unit employees, on a regular basis in the Joint Labour Management Committee, regarding the move to a new location, recognizing that the need for confidentiality shall undoubtedly affect the timing of such consultation and information sharing.

Signed in Vancouver, BC this _____ day of _____, 2020.


For the Association


For CUPE Local 15

LETTER OF UNDERSTANDING

NEW BUILDING RELOCATION - TEMPORARY EMPLOYEES

The parties will agree to the following letter of understanding:

This Letter is attached to and forms part of the 2017 to 2021 collective agreement and will be replaced with a Letter of Understanding drafted and agreed to by a Sub Committee composed of Bargaining Unit Members and the Association.

The Purpose of this letter is to outline the process and intended outcome of the subcommittee in formalizing a Letter of Understanding that will determine the language for Temporary Employees hired for the sole purpose of transitioning to the new building.

1. The Sub Committee:


- (a) The Sub Committee will be composed of two (2) representatives of the Association and one (1) member of the Bargaining Unit, one (1) CUPE Local 15 staff representative or designate. The appointment of these individuals will be finalized within thirty (30) days of the ratification of the new Collective Agreement.
- (b) The Sub Committee will begin the process and hold their first meeting within sixty (60) days of the ratification of the new Collective Agreement.
- (c) The Sub Committee will formulate and agree to a final Letter of Understanding ninety (90) days after Date of Ratification.

2. Any Employees hired before the above-mentioned Letter of Understanding is completed and identified as Temporary Employees for the purpose of the relocation will be subject to the terms of the Letter of Understanding and excluded from the terms of Article 10.3 of this Collective Agreement.

3. If no agreement is reached within ninety (90) days after date of ratification the Union and Association agree to hire a Mediator within thirty (30) days to find a resolution. All associated costs will be shared by both parties.

Signed in Vancouver, BC this _____ day of _____, 2020.


For the Association


For CUPE Local 15

LETTER OF UNDERSTANDING

PART-TIME EMPLOYEE CONVERSION

Effective July 1, 2019, the Association will convert casual staff who work regular hours to a minimum of seventeen and one half (17.5) hours per week for twelve (12) months respecting time off for sick and vacation days. This conversion is not applicable to departments presently requiring a seven (7) day operation. The Association agrees to a minimum of two (2) such conversions each year for the length of this agreement. If there are multiple employees that meet the criteria then seniority will be used to determine who gets converted. The Union and the association will work to consensus through the joint Labour Management Committee.

Signed in Vancouver, BC this _____ day of _____, 2020.



For the Association



For CUPE Local 15

LETTER OF UNDERSTANDING

NINE DAY FORTNIGHT SCHEDULE CHANGE

Based on operational requirements, the Employer reserves the right to change the Nine Day Fortnight schedule to the Five Day Work Week schedule three (3) times per year for a period of four (4) weeks per employee. Employees impacted by such changes and the Union Staff Representative will be given no less than two (2) weeks' notice. During this period, those employees impacted by such changes will follow the overtime definitions for a Five Day Work Week schedule as per article 14.1.


Upon return to work following ratification, the Employer will apply the first schedule change immediately without two (2) weeks notice.

Due to the timing of the ratification of this agreement, the Employer will be able to utilize up to six (6) weeks of schedule changes, resetting July 1, 2019.

Signed in Vancouver, BC this _____ day of _____, 2020.



For the Association


For CUPE Local 15