

VANCOUVER ART GALLERY ASSOCIATION and CUPE Local 15

Tentative Agreement

February 10, 2019

This is the tentative agreement to settle all outstanding collective bargaining matters that the Union has agreed to present to their members for a ratification vote on February 11, 2019. Both bargaining committees unanimously recommend the terms of this tentative agreement for ratification.

Agreement Based on July 1, 2011 Collective Agreement

This tentative agreement is based on the language in the collective agreement dated July 1, 2011 (the "Agreement"), subject to the changes, additions, and letters of understanding noted below. New language is described and noted in **bold**. All other terms and conditions would remain the same as set out in the Agreement.

Housekeeping

- 1) The list of excluded positions in the preamble to the Agreement, section (b) shall be amended to read as follows:

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.

- 2) Article 4.2 housekeeping amendment with the change to the preamble, Article 4.2 will be amended to read as follows:

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.

- 3) Article 7.3 (a) Flexible Work Schedules shall be amended to read as follows:

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, Public Programs Assistant.

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- 4) Article 17.6 Long Term Disability Insurance Plan shall be amended to read as follows:

Premiums for employees participating in the Long Term Disability Insurance Plan will be deducted on a bi-weekly basis on the first and second payroll of each month.

- 5) Article 3.8 – in the second line, pluralize the “interns”
- 6) Article 6.4 (a) refers to clauses 6.3 (a) and (b) but these are incorrect references as there are no clauses 6.3 (a) and (b). The reference in the last line of this clause should refer to s. 6.4(a) and 6.4(b) and read as follows:

This Clause 6.4 (a) does not apply to security guards who are covered by Clause 6.4 (b).

- 7) Article 6.4(c) refers to clauses 6.3 (a) and (b) but these are incorrect references as there are no clauses 6.3 (a) and (b). The reference in the first line of this clause should read as follows:

Full-time employees, other than those covered by Clauses 6.4(a) and (b), shall receive incremental increase after the completion of each year of service until they reach the top step in the salary range.

- 8) Article 6.5 (a) refers to Article 6.4(b) and Article 6.5(b) refers to Article 6.4((a)(1). These references are incorrect. The first reference should be amended to refer to Article 6.5 (b) and the second reference should be amended to refer to Article 6.5(a)(1).

- 9) Article 6.7 (a) (1) incorrectly refers to Article 6.6 (b), when it should refer to Article 6.7(b). The initial phrase in Article 6.7(a)(1) should be amended to read “Subject to clause 6.7 (b),”, and the initial phrase in Article 6.7 (a) 2 should read “Subject to Clause 6.7 (b),”

- 10)Article 7.3 Flexible Work Schedule list to include all designated flexible work schedule employees as noted in paragraph 3 above.

- 11)Article 8.1 (c) Remove “perquisites” and change to read "rights and privileges".

- 12)In Article 8.4 (d), the phrase "article 6.7 of the Agreement" in the last line should be amended to read “subject to article 6.8 of the Agreement”.

- 13)Article 12.3 (b) Replace “the agreement” with “this Collective Agreement”; capitalize “troubleshooter”

- 14)Article 20.3 (a) capitalize “attendant” in all instances of “First Aid Attendant”

- 15)For all typed out numbers throughout the agreement remove “and” from the number – e.g. four

hundred and thirty-two would become four hundred thirty-two.

16) Replace all instances of he/she or him/her etc. with they, their or them throughout the agreement.

Non-Monetary

1) Article 3.4 Introduction of New Employees – New Article

The existing paragraph will become Article 3.4(a) and will read as follows:

(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.

and the following Article 3.4 (b) will be added:

(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.

2) Article 7.3 Flexible Work Schedules. Article 7.3(c) will be amended to read as follows:

7.3 (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.

3) Delete Article 10.1 (e) Posting Positions

4) Article 11.2 Bumping Rights. Article 11.2(a) will be amended to read as follows:

11.2 (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.

5) Article 12.1 Grievance Procedure. Article 12.1 will be amended to read as follows:

12.1 (a) 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.

6) Article 13 Technological Change. Article 13(c) will be amended to read as follows:

(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.

7) Article 17.6 Long Term Disability. Article 17.6 will be amended to read as follows:

- (a) Premiums for employees participating in the Long Term Disability Insurance Plan will be deducted on a bi-weekly basis on the first and second 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.

8) Article 17.10 Benefits Committee. Article 17.10 will be amended to read as follows:

- (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.

9) Article 19.2 Compassionate Leave. Article 19.2 will be amended to read as follows:

- (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.

10) New Article 20.2 (c) (9) will be added to read as follows: Fire drills must occur once every year.

11) Article 22.2 New Article 22.2(d) will be added as follows:

- (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.

12) Delete Schedule "B"

13) 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 - 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.
- 14) Re Letter of Understanding - Move to a New Location - This letter of understanding will be renewed and form part of the new collective agreement.



Monetary

1) Article 1, Term of Agreement, shall be amended to implement a forty eight (48) month renewal agreement, effective July 1, 2017 and expiring June 30, 2021.

2) Article 6.6, Shift Differential. Article 6.6 will be amended to read as follows:

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's 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.

3) Article 7.1, Nine Day Fortnight. Articles 7.1 (g) will be amended to read as follows:

- (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.

4) Article 14.1, Overtime. Article 14.1 will be amended to read as follows:

- (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) any time worked over seven and three quarters (7.75) hours per day for employees on a Nine Day Fortnight schedule; or
 - (3) any time 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.

14.1(i) will be replaced with:

- (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.

5) Article 14.2, Flexible Work Schedule Employees. Article 14.2 will be amended to read as follows:

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.

6) Article 14.3 Call-out. Article 14.3 will be amended to read as follows:

- (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.

7) Article 15.2, Vacation on Termination of Service - new article. Article 15.2(d) will be added and read as follows:

- (d) All vacation accrued after (date of ratification) 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.

8) Article 19.1 Maternity and Parental Leave. Article 19.1(a) will be amended to read as follows:

19.1 (a) Pregnant employees shall be granted maternity leave for a period as determined by federal Employment Insurance leave mandates.

9) Article 19.1 Maternity and Parental Leave. Article 19.1(b) will be amended to read as follows:

19.1 (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.

10) Article 19.1 Maternity and Parental Leave. Article 19.1(k) will be amended to read as follows:

19.1 (k) The maximum period any employee may spend on leave under this Article (19.1) determined by federal Insurance leave mandates, inclusive of all maternity/parental leaves.

11) Article 19.1 Maternity and Parental Leave. Article 19.1(m) will be amended to read as follows:

19.1 (m) The service of employees who are on maternity/paternal 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.

12) Article 19.1 Maternity and Parental Leave. Article 19.1(n) will be amended to read as follows:

19.1 (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.

13) Article 19.1 Maternity and Parental Leave. Article 19.1(p) will be amended to read as follows:

19.1 (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.

14) Article 19.1, Maternity and Parental Leave. Article 19.(1)(s) will be amended to read as follows:

- (s) Effective (date of ratification), The Employer shall maintain eighty (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 EI maternity/ parental leave benefits. It is understood, in the event that EI makes maternity/parental benefits available during this one (1) week period, the employer shall only be required to top-up such EI benefits so that the net 80% pay rate is maintained.

15) Article 19.6, Domestic Violence and/or Sexual Abuse Leave – new article. Article 19.6 will be added and will read as follows:

- (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.

16) Article 20.3, First Aid Attendant. Article 20.3 will be amended to read as follows:

- 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.

17) Letter of Understanding: Part-time Employee Conversion. The following letter of understanding shall be attached to and form part of the new collective agreement:

This letter is attached to and forms part of the Collective Agreement effective Date of Ratification.

Effective July 1, 2019, the Association will convert casual staff who work regular hours to a minimum of seventeen and a 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.

18) Letter of Understanding: Nine Day Fortnight Schedule Change. The following letter of understanding will be attached to and form part of the new collective agreement:

This letter is attached to and forms part of the Collective Agreement effective Date of Ratification.

RE: 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 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.

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19) Schedule "A", Wage Schedules, shall be 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%)

Miscellaneous:

- 1) The Employer agrees that employees will not be subject to discriminatory, disciplinary or reprisal action for legal strike activity during the labour dispute. The Union agrees not to take reprisal action against employees due to their actions or non-participation in strike activity and not to engage in any harassment, discrimination, or discipline against exempt employees who performed the work of bargaining unit members during the dispute.
- 2) The Employer commits to retroactive payment prior to March 31, 2019.

Signed in Vancouver, BC this 10th day of February 2019

For the Association



J. M. ...

For CUPE, Local 15



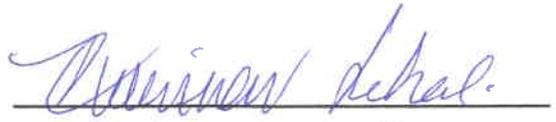


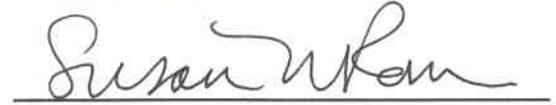
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