

2023
MEMORANDUM OF AGREEMENT

between the

VANCOUVER ART GALLERY ASSOCIATION

(hereinafter called the
"Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15

(hereinafter called the "Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE EMPLOYER,
AGREE TO RECOMMEND TO THEIR RESPECTIVE PRINCIPALS;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE UNION, AGREE TO
RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JULY 01 AND EXPIRING 2026 JUNE 30
(hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

Previous Conditions

All of the terms of the 2017-2021 Collective Agreement continue except as specifically varied
below.

Term of Agreement

The term of the new Collective Agreement shall be for four (4) years from 2022 June 01 to
2026 June 30, both dates inclusive. Subsections (2) and (3) of Section 50 of the *Labour
Relations Code* shall be specifically excluded from and shall not apply to the new Collective
Agreement

All items contained in the Memorandum shall be effective (insert date of Union ratification)
except and unless a different effective date has been stated.

1. The preamble to the Collective Agreement to include the following land
acknowledgement:

The Vancouver Art Gallery is situated on the unceded territories of the xʷməθkʷəy̍əm
(Musqueam), Skwxwú7mesh (Squamish) and səliilwətał (Tsleil- Waututh) Nations.
Vancouver Art Gallery commits to providing equitable access to everyone. We actively
support accessibility, anti-racism, LGBTQ2S+ inclusion, and encourage diversity in our
staff, volunteers, visitors and programming. We cultivate a safer space where all voices
are heard, valued and represented.

2. Article 3.1 Union Security – Amended
All present employees who are now members of the Union shall remain members of the
Union. All persons shall become members of the Union immediately upon employment.

The Employer recognized 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 **excluded positions as approved by the Labour Relations Board. The Employer shall provide the list of excluded positions to the Union annually and/or when changes to the list occurs.**

3. **Article 4.2 Work done by Excluded Personnel - Amended**
Nothing in this Collective Agreement shall be construed to restrict the right of the employees working in those positions **found in the list that is provided to the Union** who are excluded from the Collective Agreement, to perform work normally done by them.
4. **Article 6.1 Salary Schedule - Amended**
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 and the Employer has completed the process and procedures as outlined in Article 21 of the collective agreement.**
5. **Article 7.3 (a) Flexible Work Schedules - Amended**
 - (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, **Event Specialist, Communications Specialist, Public Program Coordinators, Public Programs Assistant, Annual Giving Specialist, Audio Visual Events Technician.**
6. **Article 7.4 Remote Work Schedule - New**
 - (a) **Upon approval from the Director or designate, employees not included in 7.3 (a) may also request to work from home. Such employees will work the hours as determined by the Association based on operational requirements, which may include in office work as well as work from home. Such employees shall receive their regular salary on the basis of a bi-weekly work schedule averaging seventy (70) hours over two (2) consecutive weeks. The Association will review and determine the duration of the work from home accommodation on an ongoing basis.**
 - (b) **Employees who are working under 7.4 (a) may work on a Nine-Day Fortnight, Five Day Work Week or a Flexible Work Schedule.**
 - (c) **The employee granted permission shall adhere to the Association's policies and guidelines pertaining to this article.**
7. **Article 7.7 Shift Change Notice - New**
Notwithstanding unforeseen circumstances, the employer shall endeavour to provide notice to employees of any changes to scheduled shifts no less than 48 hours before the shift starts.
8. **Article 10.1 (b) Posting Positions - Amended**
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); **and**

(5) anticipated length of any temporary assignment.

9. Article 12.3 Appointment of Arbitrator - Amended

At any time prior to arbitration, the parties may mutually agree to refer any grievance to a mutually agreed to **Mediator** pursuant to the following sections:

10. Article 14.1 (h) Overtime - Amended

Subject to Clause 16 (f), when an 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.

11. Article 14.6 Meal Allowances - Amended

(b) Except as provided in Clause 14.6(c) the Association shall reimburse to the employee the following meal allowances:

- (1) **\$12** for the first meal break; and
- (2) **\$6** 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) **\$12** for the second meal break; and
- (3) **\$6** for each succeeding meal break.

12. Article 16 (a) Public Holidays - Amended

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, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by the Association to be a holiday.

13. Article 17.1 Medical Coverage - Amended

(a) 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-five percent (75%) of the premium, and the employee portion will decrease to twenty-five percent (25%) of the premium.

(b) Regular part-time and temporary employees working seventeen and one-half (17.5) hours or more per week and electing benefits, and 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 twenty-five percent (25%) of the premium and the percentage paid by the Association will increase to seventy-five percent (75%) of the premium.

14. Article 17.2 Dental Services Plan - Amended

(b) The premiums for the dental plan will be shared. 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 **and** have elected benefits and have completed nine hundred ten (910) hours of work shall be entitled to the dental services plan. 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.

15. Article 17.3 Group Life Insurance – Amended

- (b) Regular part-time and temporary employees working seventeen and one-half (17.5) hours or more per week, **and** have completed four hundred fifty five (455) hours of work, will participate in group life insurance with premium payments to be shared. 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.

16. Article 17.4 Pension Plan - Amended

The present pension plan with **Canada 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. Article 17.7 Spousal Benefit Coverage - Amended

An employee who co-habits with a person and who promotes such a person as a "spouse" (partner) **regardless of their gender**, 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: "**has been living with each other in a marriage-like relationship for a period of at least two years immediately preceding the relevant time**").

18. Article 17.9 Additional Benefits – Amend effective June 1, 2023

As part of the negotiated monetary package, the Employer will provide up to, but not exceeding, **nine thousand dollars (\$9000)** 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.

19. Article 18.1 Sick Leave - Amended

- (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.

20. Article 18.1 (n) Sick Leave - New

Employees who receive percentage in lieu of benefits and who have been employed with the Association for at least (90) ninety days are eligible for a maximum of (5) five days of paid sick leave and (3) three unpaid days of sick leave per calendar year. These days do not have to be taken consecutively and there shall be no pro-ration to the entitlement. These paid sick days will be calculated as below:

An employer must pay an employee who takes leave an amount in money equal to at least the amount calculated by multiplying the period of the leave and the average day's pay, where the average day's pay is determined by the formula:

$$(1) \text{ amount paid} + \text{days worked} = \text{pay rate the sick day will be paid at}$$

In the above formula, the "amount paid" is the actual amount paid or payable to the employee for work done and wages earned within the 30 calendar day period preceding the leave, less any amounts paid or payable for overtime.

In the above formula, the "days worked" is the number of days the employee worked or earned wages within that 30 calendar day period.

21. Article 18.4 Employment Standards Act - New

All leaves under Part 6 of the Employment Standards Act shall apply. If language in the body of the Collective Agreement differs and/or exceeds, then the Collective Agreement language applies.

22. Article 19.1 (b) Maternity and Parental Leave - Amended

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 for **Standard Parental Leave** 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. **Extended Parental leave is available following the 17 weeks of maternity leave and extends time off of up to 78 weeks (18 months) for the birth parent.**

23. Article 19.1 (c) Maternity and Parental Leave - Amended

Standard 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 parent, as applicable. **Extended Parental leaves under this section (b) shall be taken within seventy-eight (78) weeks of the date of birth of the child or within seventy-eight (78) weeks after the date the child comes into the actual care and custody of the parent as applicable.**

24. Article 19.1 (d) Maternity and Parental Leave - Amended

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. **The cost of such a certificate shall be borne by the Association.**

25. Article 19.1 (e) - Delete

26. Article 19.1 (f) – Delete

27. Article 19 .1 (m) Maternity and Parental Leave - Amended

The service of employees who are on maternity/parental leave, shall be considered continuous for purposes of **any entitlements and rights under the collective agreement or applicable legislations as set out by the Employment Standards Act of BC whichever is greater.**

(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 **entitlements and rights under the collective agreement or applicable legislation as set out by the Employment Standards Act of BC, whichever is greater,** to which they would have been entitled had the leave not been taken.

28. Article 19.1 (t) Federal Employment Insurance Legislation- New

Any applicable clauses above are subject to changes by federal employment insurance legislation.

29. Article 19.2 (a) Bereavement Leave – Amended title

Bereavement Leave in the case of the death of an employee's spouse, common-law spouse (as defined in Clause 17.7), child, ward, sibling, parent, guardian, grandparent, grandchild, parent-in-law, step-parent or step child 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 Bereavement Leave and require additional time off are entitled to unused sick time. Employees who have been provided with Bereavement 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.

30. Article 19.3 (c) Compassionate Care Leave - New

(1) "Family Member" means

- (a) a member of an employee's immediate family, and
- (b) any other individual who is a member of a prescribed class.

(2) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after

- (a) the date the certificate is issued, or
- (b) if the leave began before the date the certificate is issued, the date the leave began.

- (3) The employee must give the employer a copy of the certificate as soon as practicable.
- (4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- (5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (a) the family member dies;
 - (b) the expiration of 52 weeks from the date the leave began.
- (6) A leave taken under this section must be taken in units of one or more weeks.
- (7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in subsection (5) (b), the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.
- (8) Any applicable clauses above are subject to changes in the Employment Standards Act of B.C.

31. Article 19.7 Employment Standards Act - New

All leaves under Part 6 of the Employment Standards Act shall apply. If language in the body of the Collective Agreement differs and/or exceeds, then the Collective Agreement language applies.

32. Article 20.4 VDT Use and Protection – Delete

33. Article 21 (e): Reclassification and Salary Adjustment - Amended

The procedure used in reclassifications and salary adjustments shall be specified in Schedule **"B"** attached to this Collective Agreement.

34. Article 22.3 Coffee and Tea - Amended

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

35. Schedule B (b): Reclassification and Salary Adjustment - Amended

When a reclassification has been initiated by the employee or the Union, the **Human Resources or designate**, 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 O). Upon receipt of the completed questionnaire, the Personnel Officer shall complete steps (c) and (d) within sixty (60) calendar days.

36. Letters of Understanding – renewed

MOVE TO A NEW LOCATION
NEW BUILDING RELOCATION – TEMPORARY EMPLOYEES
PART-TIME CONVERSAION
NINE-DAY FORTNIGHT SCHEDULE CHANGE

37. General Wage Increase

Schedule "A", Wage Schedules, shall be amended to apply the following across the board wage increases:

- | | |
|-----------------------------|---|
| (a) Effective July 1, 2022: | Two and three quarter percent (2.75%) Plus an additional twenty-five cents (\$.25) per hour |
| (b) Effective July 1, 2023: | Two and one half percent (2.5%) |
| (c) Effective July 1, 2024: | Two percent (2.00%) |
| (d) Effective July 1, 2025: | Two percent (2.00%) |

Only current employees as of the date of ratification are eligible for retroactive pay.

38. Ratification

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

Notes:

- Article 17.6 – it was agreed that the Employer shall advise the Joint Benefits Committee to communicate any potential and/or changes to staff.
- LOU Part-time conversion – Employer agreed that the matter will be dealt with at Labour Management
- Article 18.4 – ESA Compliance – Employer will send update to employees annually or when ESA is amended.
- Article 19.7 – ESA Compliance – Employer will send update to employees annually or when ESA is amended.
- Both parties agreed that the Memorandum of Agreement will have the data and information for Schedule A Job Classification and Salary Schedule. Both parties agreed that this is a living document and that the parties will work outside of bargaining to complete the updates and documents to be noted as housekeeping for the next round of bargaining along with any updates during the life of the agreement.
- Any errors and/or omissions found after Ratification shall be mutually agreed to by the parties during the drafting of the new collective agreement.

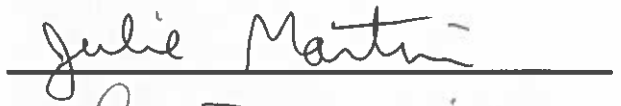
DATED this 22 day of May, 2023 in the CITY OF VANCOUVER.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE EMPLOYER:




EMATE

BARGAINING REPRESENTATIVES ON BEHALF OF
THE UNION:


Julie Martin





