

Memorandum of Agreement

Between

Reach Gallery Museum

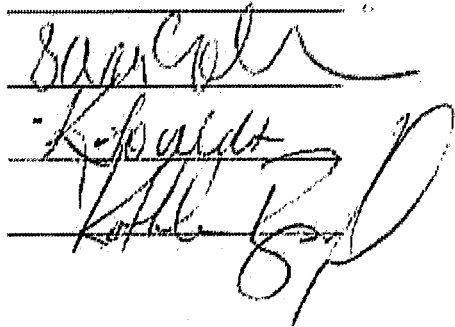
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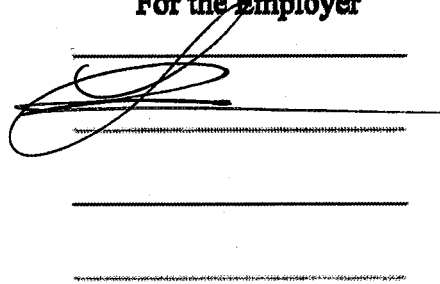
The Parties agree to unanimously recommend this Memorandum of Agreement to their respective principals.

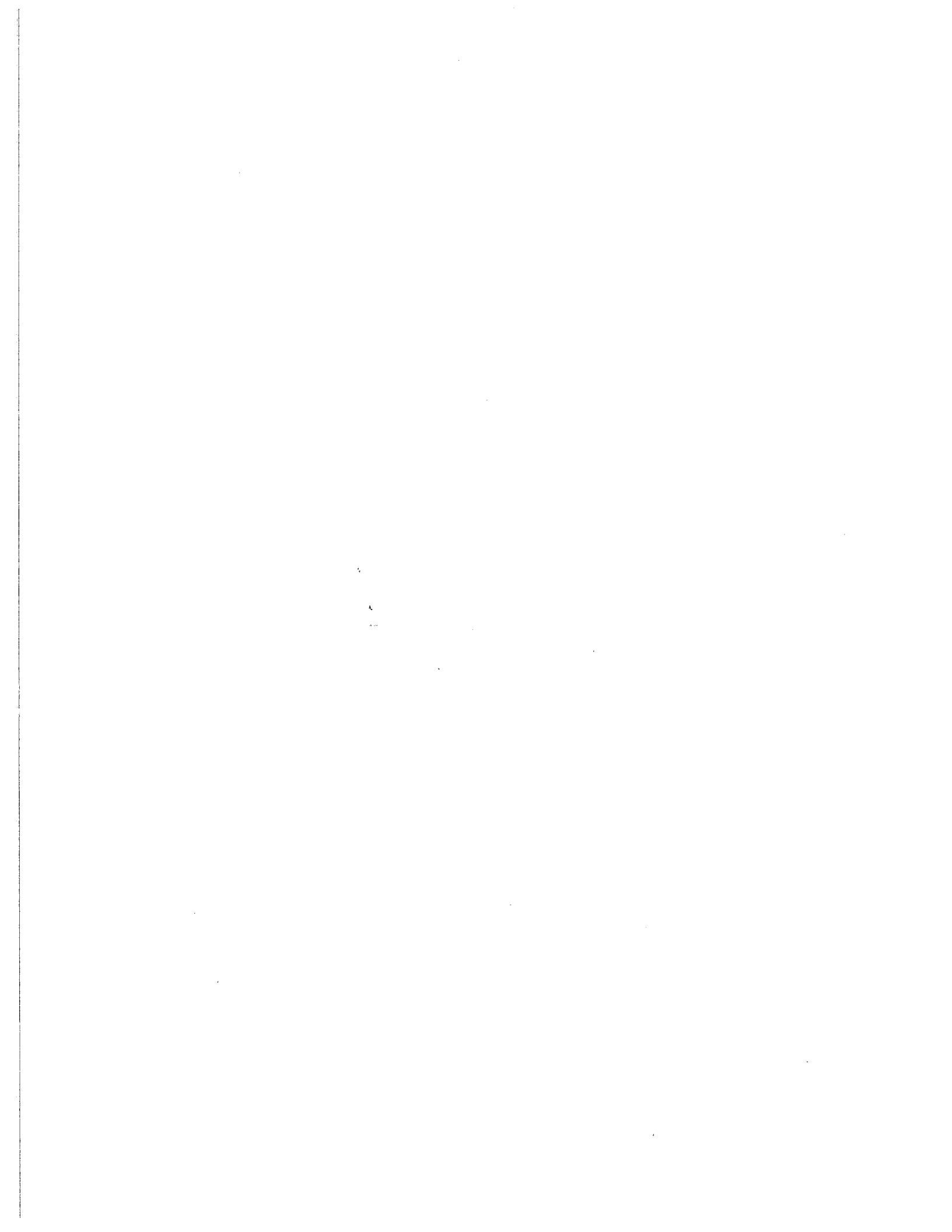
Dated this 8th day of April, 2024

For the Union

Three handwritten signatures in black ink are written over three horizontal lines. The signatures are cursive and appear to be 'Sam Col', 'K. Spaldt', and 'Kathleen Spaldt'.

For the Employer

A single handwritten signature in black ink is written over the top horizontal line of the employer's signature area. The signature is cursive and appears to be 'J. Spaldt'. The two lines below it are empty.



ARTICLE 1 – GENERAL AGREEMENT

1.00 Land Acknowledgement

As Parties to the Collective Agreement, we are committed to reconciliation with Indigenous peoples. *We acknowledge that The Reach Gallery Museum and City of Abbotsford are located on Stó:lō Temexw, "Stó:lō land," the unceded, sovereign territory of the Semá:th and Mathxwi First Nations. These two Nations are part of the Stó:lō Nation, the People of the River, and are the original inhabitants of this territory. The Stó:lō have stewarded these lands from time immemorial so it is for this reason that we acknowledge the traditional territory in which we work.* Agreed

1.01 No Change in Agreement

No other agreement(s) shall be made that conflict with this Collective Agreement. Agreed

1.02 Definition(s)

All references to "days" mean "calendar days"; references to "years" mean "calendar years" unless otherwise specified in the Agreement. Agreed

In addition, the following definitions shall apply:

- a) "Agreement" shall be defined as the collective bargaining agreement agreed to by the parties. Agreed
- b) "Employee" when used, will be interpreted to refer to any employee of the Employer who is a member of the bargaining unit. Agreed
- c) "Employer" shall be defined as the Abbotsford Cultural Centre doing business as The Reach Gallery Museum. Agreed
- d) "Service" shall be defined to be the length of continuous employment with the Employer which is recognized for seniority purposes under this Agreement. Agreed
- e) "Union" shall be defined as the Canadian Office and Professional Employees Union Local 378 doing business as MoveUP. Agreed
- f) "Year" shall be defined as any consecutive period of three hundred sixty-five (365) days or, in the case of a leap year, three hundred sixty-six (366) days. Agreed

1.03 Intent

It is the intent of the Parties through this Agreement to:

- a) Provide orderly collective bargaining between the Employer and the Union. The Parties agree that it is in the best interest of both parties to cooperate fully, individually, and collectively with one another and thereby agree to abide by the terms set out in this Agreement. Agreed
- b) Share a desire to have effective and respectful working relationships at all levels in which members of the bargaining unit are employed. Agreed

- c) Establish and maintain mutually satisfactory terms and conditions of employment for employees of the Employer who are subject to the provisions of this Agreement. Agreed
- d) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement. Agreed

ARTICLE 2 – INTERPRETATION

2.01 Interpretation

This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia. Agreed

2.02 Common Meaning

Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein. Agreed

2.03 Headings

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid for interpretation. Agreed

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

The management of the organization shall be vested exclusively with management, unless expressly limited by this agreement. Agreed

ARTICLE 4 – UNION RECOGNITION AND BARGAINING UNIT DESCRIPTION

4.01 Union Recognition and Bargaining Unit Description

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Employer as described in a Certification issued to the Union on March 2, 2023. Agreed

4.02 Bargaining Agent Recognition

a) Where the Employer establishes a new position, and a dispute arises as to whether the new position is within the bargaining unit covered by this Agreement, either Party may submit the issue to the Labour Relations Board. Where such positions are determined to be within the bargaining unit, these positions will be posted in accordance with the provisions of the Agreement. Agreed

(b) The Union is the sole and exclusive collective bargaining agent for all employees. Agreed

4.03 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union. The Employer shall not participate in or interfere with the administration of the Union. Agreed

ARTICLE 5 - UNION REPRESENTATION

5.01 Union Representation

a) Union Representatives

- i) The Employer recognizes the Union's right to select a maximum of three (3) job stewards to represent employees in matters pertaining to this Agreement. Agreed**

The Union agrees to provide the Employer with a list of the employees designated as job stewards and to notify the Employer immediately in writing of any changes in the designation. Agreed

- ii) Every effort will be made to conduct union business outside of working hours. The job steward(s) will obtain the permission of their immediate supervisor before conducting the duties of a steward as outlined in 5.02 below. Permission to perform duties during working hours as a job steward will be mutually agreed to with the employee's supervisor, and such permission will not be unreasonably withheld. Agreed**

(b) Rights of Job Stewards

The duties and responsibilities of job stewards shall include, but not limited to, the following activities: Agreed

Investigation of complaints, grievances, and/or disputes including discussions with management as required subject to the provisions of Article 10. Agreed

The transmission of Union bulletins and/or notices by posting on the designated bulletin board. Agreed

Participation in ongoing training, collective bargaining, and/or arbitration proceedings when directed by the Union. Agreed

Participation in the administration of the Union as may be required for union executive meetings and job steward meetings. Agreed

Briefing time prior to grievance meetings as set out in Article 10 of this Agreement. Agreed

5.02 Leave of Absence for Union Business

A leave of absence with pay shall be granted with no loss of seniority for a designated job steward(s) to:

- i) Investigate complaints;
- ii) Investigate and file grievances;
- iii) Attend grievance meetings;
- iv) Attend meetings called by management; Agreed

5.03 Time Off Work for Other Union Business

The Employer recognizes the Union's right to select, subject to its sole discretion, executive board members, executive councilors, or other Union officials, or representatives, and to the extent specified in this Agreement, to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer. Agreed

An employee granted a leave of absence under this Article shall receive their normal wages from the Employer during such absence from work. Agreed

The Employer will also grant time off for union stewards to attend seminars and training courses, and such time off will not be unreasonably withheld. Agreed

The Employer shall be entitled to recover from the Union, all wages and benefits paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office. Agreed

5.05 Union Access

With a minimum of twenty-four (24) hours written notice, authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of meeting with members and other Union business. Agreed

ARTICLE 6 - UNION MEMBERSHIP AND DUES

6.01 Union Membership

- a) The Employer agrees that all bargaining unit employees shall be covered by this Agreement from the date of employment, as a condition of continued employment with the Employer. Agreed
- b) The Employer shall advise the Union of all newly hired bargaining unit employees on the date of their employment. Agreed
- c) The Union will provide the Employer with all relevant documents for Union dues authorization, and the Employer will have these documents completed upon the hiring process. Agreed

6.02 Union Dues Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute a written assignment of wages substantially in the form supplied by the Union providing for the deduction from the employee's pay or salary the amount of the regular monthly or other dues,

including initiation fees or assessments payable to the Union in accordance with the Union constitution and/or bylaws. Agreed

6.03 Union Dues and Assessments Deduction

- a) The Employer shall, as a condition of employment, deduct from the pay or salary of each employee in the bargaining unit the amount of the regular monthly or other dues including, initiation fees and assessments, payable to the Union by a member of the Union, as established by the Union. Agreed
- b) The Employer shall deduct from the pay or salary of any employee who is a member of the Union the amount of any assessments levied in accordance with the Union constitution and/or bylaws and owing or payable by the employee to the Union. Agreed
- c) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of twenty (20) calendar days' notice in advance of the implementation date of any change in deductions pursuant to this Article. Agreed

6.04 Remittance of Deductions

All deductions made by the Employer pursuant to this Article, shall be remitted to the Union by the fifteenth (15th) day of the month following the date of deduction whenever possible, but in no event will such remittance be later than the end of the month following the date of deduction. Such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions have been made, the purpose of the deduction, and the amount, in each case. Agreed

In addition to the above, the Employer will provide the Union with a complete listing of all the following for the period of time being reported:

- (i) New hires Agreed
- (ii) Terminations Agreed
- (iii) Promotions Agreed
- (iv) Demotions Agreed
- (v) Lateral transfers Agreed
- (vi) Salary revisions Agreed
- (vii) Employees on extended leave of absence Agreed

Such information shall be supplied by the employer and in a form acceptable to the Parties. Agreed

6.05 Record of Union Deductions (T4 Slips)

The Employer shall supply each employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the employee in the previous calendar year. Such record shall be provided to each employee prior to March 1st of the succeeding calendar year. Agreed

6.06 Information for New Employees

The Employer shall advise new employees of the names and contact information of job stewards. Agreed

6.07 New Employee Union Orientation

New employees will be introduced to their job steward(s) to a maximum of thirty (30) minutes as part of their orientation to the Employer within thirty (30) days of commencing employment with the Employer. Agreed

The purpose of the meeting is to acquaint new employees with the benefits and duties of Union membership and employees' responsibilities and obligations to the Employer and the Union. The time and location of the meeting will be subject to approval by management. Agreed

ARTICLE 7 – DISCRIMINATION, WORKPLACE BULLYING AND HARASSMENT

7.01 Introduction

- a) The Parties recognize the right of all employees to work in an environment free from discrimination, bullying and harassment. All parties, including employees, have responsibilities under British Columbia legislation including the *Workers Compensation Act*, *Occupational Health and Safety Regulations* and the *Human Rights Code*. Agreed
- b) Furthermore, the Parties agree that should any new protected classes be added to the *Human Rights Code* of British Columbia during the life of this Agreement, they will be deemed to be included in this language. Agreed
- c) Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off or discharge or otherwise because of a protected ground. Agreed
- d) The Employer and the Union recognize the right of all employees to work in an environment which shows respect for an employees' health, safety, and physical and mental well-being. As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of an employee or deteriorate the work environment. Agreed

7.02 General Provisions Agreed

- a) An employee with an allegation is called the Complainant, and the person who they are making a complaint against, is called the Respondent.

- b) A harassment complaint is not a grievance. The Complainant must follow the complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- c) All complaints will be kept strictly confidential by the Complainant, the Respondent, the Employer, the Union, and the Witnesses.
- d) If they are a member of the Union, the Complainant and/or the Respondent will have the right to union representation throughout the complaint process.

7.03 Definitions Agreed

a) Discrimination

Discrimination shall include the denial of opportunity to a person or a class of people, based on any of the grounds prohibited under the *Human Rights Code*.

b) Bullying and Harassment

Bullying and harassment is defined as conduct directed against another person that involves comments and/or actions that a reasonable person knows, or ought to know, would cause offence, humiliation, or intimidation. Bullying and harassment denies an individual their dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may, or may not, be linked to the protected grounds specified in the *Human Rights Code*.

c) Sexual Harassment

Sexual harassment is an example of bullying and harassment that is linked to a protected ground specified in the *Human Rights Code*. Sexual harassment includes conduct or comments made by a person who knows, or ought reasonably to know, are unwelcome and that create an intimidating, hostile or poisoned work environment. It also includes unnecessary or inappropriate touching, including touching which is expressed as being unwanted or uninvited; suggestive remarks or other verbal abuse with a sexual connotation; repeated or persistent leering at a person's body; sexual solicitation or advances or sexual assault. Sexual harassment further includes, but is not limited to:

- i) Uninvited or unwelcomed touching or close physical contact;
- ii) Sexual advances;
- iii) Comments made about a person's gender identity, gender expression or sexual orientation (eg; including intentionally using incorrect pronouns to refer to an individual);
- iv) Displaying of sexually offensive or derogatory pictures, cartoons, or other material (including materials on computers, i.e. email);
- v) Unwelcome questions or sharing of information regarding a person's sexuality, sexual activity, or sexual orientation;
- vi) Leering or inappropriate sustained staring;
- vii) Sexually suggestive jokes, cartoons or posters;

- viii) Requests for sexual favours;
- ix) Unwanted questions or comments of a sexual nature;
- x) Offensive jokes or comments of a sexual nature about an employee or client;
- xi) Propositions of physical intimacy;
- xii) Gender-related verbal abuse, threats or taunting;
- xiii) Paternalism based on gender which a person feels undermines their self-respect or position of responsibility;
- xiv) Any form of voyeurism.

d) Sexual Solicitation

Sexual solicitation prohibits sexual solicitations or advances by any person who is in a position to grant or deny a benefit to the recipient of the solicitation or advance. This includes managers and supervisors, as well as co-workers where one person is in a position to grant or deny a benefit to the other. Reprisals for reflecting such advances or solicitations are also prohibited.

e) Personal Harassment

Personal harassment is objectionable conduct or comments that are either repeated or persistent, or a single serious incident directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. The fact that a person does not explicitly object to harassing behaviour or appears to be going along with it does not mean that the behaviour is not harassing and does not mean that it has been assented to.

Personal harassment includes, but is not limited to the following:

- i) Derogatory, demeaning or disrespectful comments, jokes or slurs made about a person or a group of people;
- ii) Physical threats or intimidation;
- iii) The display or distribution of derogatory, demeaning or disrespectful posters, pictures, cartoons or drawings, whether in print form or via e-mail or other electronic means;
- iv) Yelling, using offensive language, uttering threats, coercion or bullying;
- v) Derogatory, disrespectful or malicious gestures or actions that serve to humiliate or demean a person or create an atmosphere of fear of intimidation;

vi) Comments ridiculing an individual because of characteristics, dress, etc. that are related to a ground of discrimination;

vii) Discriminatory behaviour that causes substantial distress and is based on a protected ground, or the perception that a protected ground applies.

f) **Poisoned Work Environment**

A poisoned work environment results from comment(s), conduct, or practices that create a negative psychological and emotional environment at work.

The comments, conduct or practices need not be directed at a specific individual, and may be from any individual, regardless of position or status. A single comment or action, if sufficiently serious, may create a poisoned work environment.

7.04 Responsibilities Agreed

a) **Employer Responsibilities:**

In accordance with Section 115(1)(a) & Section 115(2)(e) of the *Workers Compensation Act* the Employer has a duty to ensure the health and safety of employees, and as a result, must take all reasonable steps to prevent where possible, or otherwise minimize, workplace bullying and harassment. Accordingly, the Employer must:

- i) Regularly review and update its policies and procedures related to bullying and harassment;
- ii) Regularly educate all employees on the abovementioned policies;
- iii) Promptly investigate reports of workplace bullying and harassment including complaints related to external parties that arise while employees are conducting work on behalf of the Employer;
- iv) Discipline or take other appropriate action against any person who engages in bullying or harassment in violation of this Article;
- v) Discipline or take other appropriate action against any person who under this Article makes a claim of bullying or harassment, which is determined to be frivolous, vexatious or vindictive in nature;
- vi) Discipline or take other appropriate action against any person who retaliates against anyone involved in a bullying or harassment complaint.

b) **Employee Responsibilities:**

In accordance with Section 116(1)(a) of the *Workers Compensation Act*, employees have a duty to take reasonable care to protect the health and safety of themselves and other persons. As a result, employees must take all reasonable steps to prevent where possible, or otherwise minimize, workplace bullying and harassment by:

- i) Promptly reporting if bullying and harassment is observed or experienced where work is being conducted on behalf of the Employer, including incidents involving external parties;

- ii) Not engaging in bullying and harassment while conducting work on behalf of the Employer.

Employees who engage in workplace bullying or harassing behaviour will be subject to discipline or other action by the Employer up to and including discharge.

No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of harassment or discrimination. If, as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this Article.

7.05 Complaint Process Agreed

a) Informal Resolution

An employee who believes they are the recipient of inappropriate or unacceptable behaviour is encouraged to deal directly with the person(s) whose behaviour is at issue in an effort to come to a resolution. The employee should:

- i) Tell the alleged harasser(s) to stop, if possible;
- ii) Document the event(s), complete with the time, date, location, names of Witnesses and details of the event(s) if possible.

A Complainant may also try to informally resolve their complaint with the assistance of their supervisor, job steward, or union representative. If the Complainant is satisfied with the outcome reached at this point, the complaint will be considered resolved. Should the Parties believe that the assistance of a third-party mediator would be beneficial at this stage, and both the Complainant and the Respondent are willing to participate in mediation, a third-party mediator may be retained by mutual agreement of the Parties.

If informal resolution is either unsuccessful, or is considered inappropriate, the Complainant may escalate their complaint through the formal resolution process.

b) Formal Complaint Resolution Process

An employee who believes they have a complaint of harassment and feels unable to resolve the matter directly, may make a formal complaint to their immediate supervisor, or alternatively to the Executive Director or designate to receive such complaints. In the case of allegations involving the Executive Director, may make a formal complaint to the Chair of the Human Resources Committee of the Board of Directors or the Board Chair.

The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred (to the best of one's ability), the names of any Witnesses, and an explanation of how the action constitutes a violation of Article 7, and the remedy sought.

The Employer will arrange for investigation of the complaint promptly and thoroughly, which will be actioned within seven (7) working days of receiving a complaint. The Respondent is entitled to be given notice of the substance of the allegation and to fully respond to the allegations.

The Employer will use a third-party investigator to conduct investigations. Investigations must be fair, impartial, focused, reasonable, and in good faith. The investigator will issue a report and/or a finding of fact within thirty (30) working days, a copy of which will be provided to the Union.

Pending determination of the complaint the Employer may, after full consultation with the Union, take interim measures to separate the employees involved where deemed necessary by the Employer.

The Employer will consider the recommendations as outlined in the investigator's report and take action within ten (10) working days of receiving the investigator's report.

The Employer will advise the Respondent and the Complainant in writing of the substance of the investigator's report and the recommendations and/or resolution of the complaint.

Where the complaint is found to be warranted the Employer will notify the Respondent in writing within seven (7) working days and will take appropriate disciplinary action up to and including termination.

Where the complaint is determined by the third-party investigator to be of a frivolous; vindictive or vexatious nature, the Employer may take appropriate disciplinary action against the Complainant up to and including termination.

If the Complainant and Respondent require further support to resolve the issue between them, the Union will be advised of the outstanding issue. The Employer and the Union will jointly agree upon who will be assigned to facilitate informal mediation between the parties. Any party may withdraw from these discussions at any time.

ARTICLE 8 - EMPLOYEE CATEGORIES

8.01 Employee Definitions

0) Probationary Employee

A probationary employee is an employee who has not successfully completed probation under Article 13.01. Agreed

1) Regular Full-Time Employee

Regular full-time employees are employees working an average of thirty-five (35) hours per week. These employees are entitled to all benefits outlined in this Agreement. Agreed

2) Regular Part-Time Employee

Regular part-time employees are employees working less than an average of thirty-five (35) hours per week. Agreed

3) Temporary Full-Time Employee

Temporary full-time employees will not be considered employees for the purposes of this Agreement. A temporary full-time employee is an employee hired by the Employer for an

established period of employment (i.e. an employment period with a starting date and an ending date) Agreed

4) Temporary Part-Time Employee

Temporary part-time employees will not be considered employees for the purposes of this Agreement. A temporary part-time employee is an employee hired by the Employer for an established period of employment (i.e. an employment period with a starting date and an ending date) Agreed

5) Casual Employee

Casual employees will not be considered employees for the purposes of this Agreement. Agreed

No bargaining unit employee will have their previously scheduled hours reduced or be laid off as a result of the duties performed by casuals. Agreed

8.02 Volunteers and Interns

a) Volunteers

Individuals who are volunteers will not be considered employees for the purposes of this Agreement and will receive no pay. The Employer shall provide the Union with a description of duties performed by volunteers. Should the duties be changed or modified, the Employer will provide the Union with advance written notice of such change. Agreed

The duties performed by volunteers 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 volunteers. Agreed

b) 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. Agreed

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. Agreed

ARTICLE 9 - SENIORITY

9.01 Definition of Seniority

- a) Seniority shall be defined as the length of an employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article. Agreed
- b) Notwithstanding anything however, each employee in the bargaining unit, on the date of certification, March 2, 2023, shall be given credit for continuous service for the entire time period between their last date of hire by the Employer and the effective date of certification, and such continuous service shall apply for all purposes under this Agreement. Agreed

9.02 Calculation of Seniority - General

- a) **Determining Seniority for Employees Hired on Same Day**

When two (2) or more employees commence work with the Employer on the same day, their relative seniority shall be determined by which employee was offered employment first. Agreed

- b) **Payment of Union Dues to Preserve Seniority Accrual When Absent from Work**

If an employee continues to accrue seniority under this Agreement during any absence from work, such employee must continue paying union dues, fees, assessments and/or levies directly to the Union pursuant to this Agreement during such absence, if these payments are not otherwise made by deduction at source in accordance with the applicable provisions of Article 6. Agreed

9.03 Service Outside the Bargaining Unit

- a) Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement. Agreed
- b) An employee who accepts a position with the Employer outside of the bargaining unit and subsequently returns to the bargaining unit without an interruption of employment with the Employer, will be credited with such seniority as had previously been attained in the bargaining unit. Agreed

9.04 Application of Seniority

- a) The Parties recognize job security shall increase in proportion to length of seniority as herein defined. Agreed

9.05 Loss of Seniority

An Employee shall lose their seniority only in the event:

- a) The employee is discharged or terminated for just cause and subsequently not reinstated; Agreed
- b) The employee voluntarily terminates (resigns) employment in accordance with this Agreement. Agreed

- c) The employee retires in accordance with the applicable provisions of this Agreement; Agreed
- d) The employee is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off for more than one (1) year; Agreed
- e) The employee accepts any position with the Employer outside of the bargaining unit, except as expressly provided otherwise by this Agreement; Agreed
- f) The employee is absent without leave (AWOL) or fails to return from an authorized leave of absence within two (2) days unless it was impossible to contact the Employer. Agreed

9.06 Seniority List

- a) The Employer shall compile and maintain an up-to-date seniority list including, but not limited to, the name, employment status, job title, and seniority date of each employee in the bargaining unit. Agreed
- b) The seniority list described in Article 9.8 (a) above shall be posted by the Employer, on a bargaining unit wide basis, at six (6) month intervals and a copy shall be given to the Union. Agreed
- c) Publication of the seniority list, as prescribed by Article 9.8 (b) above, shall not prejudice the right of any employee, or the Union to allege at any time, improper seniority calculation or credit and to seek correction. Agreed

ARTICLE 10 – GRIEVANCE PROCEDURE AND ARBITRATION

10.01 Grievance Processing

The Parties to this Agreement are agreed it is of the utmost importance to address complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. The grievor shall be allowed the necessary time off, with pay, to attend grievance meetings with the Employer. Agreed

10.02 Grievance Defined

In this Agreement, “grievance” means any dispute or difference between the Parties to this Agreement concerning the discipline or dismissal of any employee or any dispute or difference between the Parties to the Agreement regarding the interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable. All grievances or disputes arising during the life of the Agreement shall be settled without stoppage of work and without strike or lockout. Agreed

10.03 Policy Grievances

Where either party to this Agreement disputes the general application, interpretation, operation, or alleged violation of any provision of this Agreement, either Party may initiate a policy grievance, in writing, within ten (10) calendar days of the date of becoming aware of the action or the circumstances giving rise to the policy grievance. It is understood that in the event an employee,

for any reason, does not sign a complaint in accordance with Article 10.06, this will in no way restrict or limit the Union from raising a policy grievance, provided the Union adheres to the time limit in writing in accordance with this clause. Agreed

- a) The grieving Party, i.e. either the union representative or the management representative of the Employer, or their nominee(s), shall initiate same by letter. Within ten (10) calendar days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance. Agreed
- b) If the grievance is not resolved, the grievance may be submitted to arbitration as set out in Article 10.08 or 10.09. Agreed

10.04 Dismissal, Suspension Grievances

The Employer shall only dismiss or discipline a non-probationary employee for just and reasonable cause. The burden of proof of just and reasonable cause shall rest with the Employer. Agreed

Grievances concerning dismissal or suspension of an employee may be submitted directly to Step III, Article 10.07, at the option of the grieving Party, within ten (10) calendar days of the termination or suspension. Agreed

10.05 STEP I – Informal Complaint

Employees will discuss any complaint, dispute or misunderstanding relating to this Agreement with their Manager and for the purpose of this clause not later than ten (10) calendar days from the date of the action which led to the complaint, dispute or misunderstanding. The job steward and/or union representative may attend at the option of the employee. Agreed

10.06 STEP II

Should a complaint be unresolved, the complaint becomes a grievance. The grievance will be submitted by the Union office to the manager in writing, with a copy to the Executive Director not later than ten (10) calendar days from the date the complaint was first raised at Step I. Agreed

The manager will meet with and discuss the grievance as required with the job steward, the grievor, and/or union representative and render a decision in writing to the Union office with a copy to the job steward and the Executive Director or an appointed nominee within ten (10) calendar days of the date of referral to Step II. Agreed

10.07 STEP III

A grievance not settled at Step II may be referred in writing by the Union to the Executive Director, or an appointed nominee, within ten (10) calendar days of the Employer's decision at Stage II.

The grievor(s), and job stewards(s), may attend this stage of the grievance procedure. Agreed

Within ten (10) calendar days of receipt of the Union's referral to Step III, the Executive Director or an appointed nominee will discuss the grievance with a representative of the Union. Agreed

Within ten (10) calendar days of the meeting above, the Executive Director or an appointed nominee will submit their decision to the Union in writing. Agreed

Within ten (10) calendar days of receipt of the written decision at Step III, the Union may refer the grievance to arbitration as set out in Article 10.08 or 10.09. Agreed

10.08 Arbitration Procedure

- a) Any grievance which has been processed through the relevant steps of the grievance procedure without being settled may be submitted to a single arbitrator. Agreed

The Parties to the dispute will thereupon mutually decide on the appointment of an arbitrator within ten (10) calendar days of such notice. Agreed

- b) The arbitrator's decision shall be final and binding on both Parties to this Agreement. Agreed
- c) The arbitrator shall not be vested with the power to change, modify, or alter any part of this Agreement except under the provisions of Section 89 of the *Labour Relations Code* of British Columbia. Agreed
- d) Each Party shall pay one half (½) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings. Agreed

10.09 Grievance Mediation

The Parties may mutually agree to refer the outstanding dispute to the mediation process as follows: Agreed

If 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 Agreement, including any question as to whether a matter is arbitrable, during the term of the Agreement, a mediator/arbitrator as mutually agreed to by the Parties, shall at the request of either Party: Agreed

- a) Investigate the difference; Agreed
- b) Define the issue in the difference; and Agreed
- c) Make written recommendations to resolve the difference within thirty (30) calendar days of the date of receipt of the request and, for those thirty (30) calendar days from that date, time does not run in respect of the grievance procedure. Agreed

The facts of the matter in dispute shall be presented during grievance mediation by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers. Agreed

The mediator agreed to by the Parties, shall remain seized for the life of the Agreement regarding the implementation, application or interpretation of any agreements arising from the operation of this Article. Agreed

10.10 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to expedited arbitration, as set out in the provisions of Section 104 of the *Labour Relations Code* of British Columbia any matter properly submitted, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement. Agreed

- a) An arbitrator shall be selected to hear the matter in dispute in accordance with the provisions of this Article. Agreed
- b) The facts of the matter in dispute shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers. Agreed
- c) The decision of the arbitrator is without prejudice or precedence and shall not be referred to by either Party in any other, or subsequent proceedings. Agreed
- d) All other provisions of this Article with respect to arbitration and the arbitration process shall apply to expedited arbitration. Agreed

10.11 Disclosure of Information

The Parties agree to provide each other, in a timely manner, with all relevant facts and documents applicable to any existing grievance. Agreed

ARTICLE 11 – DISCIPLINE, DISCHARGE AND TERMINATION

In the event that the Employer initiates disciplinary action against an employee, that may result in the suspension or discharge of that employee, the procedure outlined herein will be followed:

11.01 Dismissal and Suspension

- a) In all cases of discipline, the burden of proof of just cause will rest with the Employer. Agreed
- b) Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension, and the employee will have the right to have a job steward present at the time of discipline. Agreed

A copy of the written notice of suspension or dismissal will be forwarded to the Union within one (1) working day. Agreed

11.02 Right to Union Representation

When an employee is being disciplined or terminated, they shall have the right to have their job steward present at the meeting. Agreed

11.04 Notice of Disciplinary Action

- a) The Employer shall advise an employee, in writing, of any disciplinary action taken including, but not limited to warning, reprimand, suspension, discharge or termination and the reasons in full for such action, at the time of taking any such action. Agreed

ARTICLE 12 - PERSONNEL FILE AND PERFORMANCE ASSESSMENT

12.01 Personnel File

- a) An employee, or their designate, with written authority of the employee, will be entitled to review an employee's personnel file, exclusive of employee references. The file will be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. On request, the union representative shall be provided with copies of any relevant document, record or report contained in the employee's personnel file. Agreed
- b) The Employer must provide access within three (3) working days. Agreed
- c) Personnel files will be kept confidential, and access will be given only to those supervisory personnel that require the information in the course of their duties. Agreed

12.03 Compliance with Privacy Legislation

The Parties shall comply with the provisions of the *Personal Information Protection Act*. Agreed

ARTICLE 13 - PROBATIONARY EMPLOYEES

13.01 Probation Period

All new employees shall be considered on probation for six (6) months from date of hire. Agreed

13.02 Dismissal of Probationers

- a) The Employer may reject a probationary employee for general unsuitability. Agreed

ARTICLE 14 - FILLING JOB VACANCIES

14.01 Definition of Job Vacancy

A job vacancy shall exist where there is work available as defined in this Agreement, and such work is within the scope of this Agreement. The filling, or not, of any such job vacancy shall be subject to the discretion of the Employer unless expressly provided otherwise by this Agreement. Agreed

14.02 Posting Job Vacancies

- a) Full-Time Regular Positions

Except as expressly provided otherwise by this Agreement, all job vacancies for full-time regular positions as defined in this Agreement shall be posted by the Employer internally and externally, for a minimum seven (7) consecutive calendar days. Agreed

b) Job Posting to Contain Pertinent Details

All job postings shall state all pertinent details of the job including, but not limited to:

- i. Job title; Agreed
- ii. Salary rate; Agreed
- iii. Duties; Agreed
- iv. Qualifications; Agreed
- v. Replacement, or addition to staff, or new position; Agreed
- vi. Special conditions pertaining to the job vacancy; Agreed
- vii. Closing date of the job posting; Agreed
- viii. Date the job vacancy is to be filled; Agreed

c) Union to Receive Job Postings

A copy of all job postings shall be sent, at the time of posting, by the Employer to the Union.
Agreed

14.03 Eligibility for Posted Job Vacancies for Laid Off Employees

All employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall. The Employer shall provide such laid-off employees with a copy of all job postings sent by email to their last known personal email address. It will be the responsibility of laid-off employees to keep their email addresses current with the Employer if they continue to be interested in a recall. Agreed

14.04 Filling Posted Job Vacancies

a) Employer Is Responsible for Job Selection

The selection of employees under this Article rests with the Employer, subject to the grievance and arbitration provisions of this Agreement. Agreed

b) Rights of Unsuccessful Applicants within the Bargaining Unit

On request, the Employer shall give an unsuccessful applicant full reason, in writing, explaining why the employee's application was not successful and the employee shall have the right to grieve the matter in accordance with the grievance and arbitration provisions of this Agreement. Agreed

c) Rights of Successful Applicants Moving into the New Position

Where any employee has been selected to fill a posted job vacancy under this Article, the Employer shall undertake to move the employee into the new position as soon thereafter as possible. Agreed

d) Limited Right to Return to Former Position

Employees selected to fill a posted job vacancy will serve a thirty (30) consecutive calendar day trial period. Only if the former position is vacant, and without prejudice to the employee, an employee who has been selected to fill a posted job vacancy under this Article shall have the right, subject to their sole discretion, to return to the job they held immediately prior to such change of position; provided this right is exercised by the employee within thirty (30) consecutive calendar days from the date upon which the employee actually starts work in the new position. Agreed

If an employee elects to return to their former job and work location pursuant to this Article, such employee shall be kept whole in all respects under this Agreement as if they had remained working in the former position and had not accepted the new position. The Employer may also at their sole discretion return an employee to their former job during the thirty (30) day trial period. Agreed

e) **Impact of Job Selection Grievance**

An employee who has been selected to fill a posted job vacancy under this Article, whose selection gives rise to a grievance, may assume the position at issue; however, that employee shall be advised in a timely manner by the Employer about the existence and nature of the grievance. Agreed

If, as a result of the grievance, such employee is removed from the position at issue, this person shall be returned to their former job and work location and shall be kept whole in all respects under this Agreement, as if he or she had not been awarded the job posting in question, unless the Employer and the Union mutually agree in writing to alternative arrangements. Agreed

14.05 Job Selection Criteria

The Employer shall ensure that in the exercise of its job selection rights under this Article, that no discrimination or favoritism affects any particular candidate. Agreed

- a) Preference in selection for vacant jobs within the bargaining unit shall be given to the most suitable applicant provided the employee meets the Employer's minimum requirements of the job. Suitability will be determined by such factors as performance, knowledge, skills, ability, qualifications, lived experience, volunteerism and shall include consideration of an employee's performance on their current job. If these factors are determined to be equal between applicants, then seniority will be the determining factor. Agreed

14.06 Promotion

a) **Definition of "Promotion"**

A move by an employee from a job in a lower job pay to a job in a higher job pay shall be defined as a promotion for all purposes under this Agreement. Agreed

14.07 Demotion

a) **Definition of "Demotion"**

Demotion is defined as a move by an employee from a job in a higher job pay to a job in a lower job pay with a lower maximum salary for all purposes under this Agreement. Agreed

14.08 Lateral Transfer

A lateral transfer is defined as a move to a new job which is neither a promotion, nor a demotion, as defined in this Agreement. Agreed

ARTICLE 15 – WAGE ADMINISTRATION

15.01 Salary Scale

Salary scales for existing classifications will be paid in accordance with the salary schedule set out in Appendix "A." Agreed

15.02 Job Descriptions

- a) The Employer agrees to provide a job description that clearly and specifically shall describe the basic responsibilities of each of the classifications established in this Agreement. Such descriptions, when developed, or changed, shall be forwarded to the Union within seven (7) days. Agreed

- b) An employee required by the Employer to perform work temporarily in a higher job classification other than their normal classification, for more than thirty-five (35) consecutive hours shall be paid the higher classification rate for all hours worked. Agreed

15.03 New or Changed Bargaining Unit Positions

- a) When the Employer establishes a new job within the bargaining unit, or materially modifies the content of an existing job, the Employer will provide the Union with the new or changed job description and the proposed salary. Agreed

- b) The Employer may fill a new or modified job prior to reaching agreement on the salary with the Union. Agreed

- c) The Parties will meet within fifteen (15) days to negotiate the salary for the new or modified job if the Union does not agree with the salary established by the Employer. Agreed

- d) If the Employer and the Union are unable to agree on a salary for the new or modified job, the matter of the salary will be referred to arbitration under this Agreement. Agreed

15.04 Employees to be Paid Bi-Weekly

The Employer shall pay Employees on a bi-weekly basis, and the Employer shall provide employees pay statements on every bi-weekly pay period. Agreed

ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY

16.01 Occupational Health and Safety

The Union and Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improves conditions and provides protection from factors adverse to employee health and safety. Agreed

There shall be no discrimination, no penalty, no intimidation, and no coercion when employees comply with this Health and Safety Article. Agreed

16.02 Responsibilities

- a) In accordance with the *Workers Compensation Act, Occupational Health and Safety Regulations* and all other applicable legislation the Parties agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease, and in the promotion of the health and safety of all employees. Agreed
- b) The Employer is committed to providing a safe and healthy work environment for all workers and will establish occupational health and safety policies and programs in accordance with the above-mentioned regulations. Agreed
- c) Workers will take reasonable care to protect their health and safety, and the health and safety of other persons who may be affected by the worker's acts or omissions at work and comply with the above-mentioned regulations. Agreed

16.06 Joint Occupational Health and Safety Committee

The Employer shall be responsible for setting health and safety guidelines, with consultation from the Committee. Agreed

- a) A Joint Union/Employer Committee shall be established. It shall be composed of two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer. One representative from each side shall serve as co-chairs. Agreed
- b) The Health and Safety Committee shall meet at least once quarterly. In addition, the Committee shall hold meetings, upon mutual agreement of the Union and the Employer, to deal with unsafe, hazardous, or dangerous conditions. Meetings shall be scheduled during normal hours of operation. Representatives of the Union shall suffer no loss of pay for attending such meetings, jobsite inspections or accident/incident investigations. Agreed
- c) Minutes of all Health and Safety Committee meetings shall be kept by the employer, and copies of such minutes shall be shared with the Union, and a copy shall be posted on the Union bulletin board. Agreed

16.07 First Aid Requirements and Courses

Where the Employer requires an employee to perform first aid duties, in addition to the normal requirements of the job, the cost of obtaining and renewing a first aid certificate shall be borne by the Employer and leave of absence to take the necessary course(s) shall be granted with pay. Agreed

ARTICLE 17 - TRAINING AND EDUCATION

17.01 Employee Education Assistance

The Employer recognizes the importance and value of employees upgrading their education, knowledge and skills by private study and will assist, at the discretion of the employer, in defraying the costs of certain courses and educational programs. Agreed

Employees may apply on an educational assistance form, prescribed by the Employer, for financial aid to undertake a course of outside training. The degree of financial aid assumed by the Employer will depend upon the circumstances involved. Requests shall not be unreasonably denied. Agreed

17.02 Entitlement to Training and Education

a) The Employer, in accordance with its business needs, shall provide an employee with training to obtain the ability and/or knowledge necessary to enhance the employee's career or career advancement prospects with the Employer. Agreed

b) In addition to in-house training, all regular employees, who have completed six (6) months of continuous employment, will be eligible for a professional development allowance as follows:
Agreed

i) Full-time employees are eligible for a maximum of five hundred dollars (\$500.00) per fiscal year to cover the cost for professional development. Agreed

iii) Professional development funds must be used within each fiscal year and will not be carried over to the next year. Unused professional development funds will be forfeited.
Agreed

ARTICLE 18 – EXPENSES, TRAVEL AND MILEAGE

18.01 Expense Accounts

(a) Provided approval has been given in advance, all necessary and reasonable expenses incurred by employees in the course of conducting business on behalf of the Employer will be paid by the Employer.
Agreed

(b) Payment shall be made only on the basis of an expense report provided by the employee and approved by the Employer. Agreed

(c) Employees will be required to present receipts substantiating claims for expenses. Agreed

18.02 Travel Allowances

a) An employee required by the Employer to travel will have their travel arranged through the Employer. Agreed

b) Where an employee is required to use their personal vehicle for work purposes, they will be reimbursed for mileage at the current Canada Revenue Agency automobile allowance rates. Agreed

ARTICLE 19 - LAYOFF, RECALL AND SEVERANCE

19.01 Application of Article

The provisions of this Article shall apply equally to all employees. Agreed

19.02 Definitions

“Layoff” is:

A cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization. Agreed

19.03 Notice of Layoff to Union

Employees will be laid off by classification, in reverse order of seniority. The Union will be copied on all layoff notices. Agreed

19.04 Notice of Layoff to Affected Employees

Employees will receive notice or pay in lieu of notice in accordance with the *Employment Standards Act of British Columbia* for the first three (3) years of employment. Agreed

After three (3) years of service, employees will receive three (3) weeks' wages plus one (1) additional week's wages per year of service to a maximum of twelve (12) additional weeks. Agreed

19.04 Employee Options

An employee who is subject to layoff shall have the right to select one (1) of the following options:

- a) Accept notice or pay in lieu of notice in accordance with Article 19.04 Agreed
- b) Accept recall rights in accordance with Article 19.08 Agreed

19.08 Recall

Employees will be recalled to their former classification in order of seniority. Agreed

19.10 Seniority Following Recall From Layoff

If an employee is laid off and recalled they will maintain their original date of hire for seniority purposes. Agreed

19.13 No Reduction in Hours of Work

It is agreed that there shall be no partial reduction of any hours of work for any employees in lieu of layoff, without the mutual agreement of the Parties. Agreed

19.14 Employment Insurance

The Employer shall pay during the life of this Agreement all amounts required to be paid by the Employer under the Employment Insurance Act, or any successor legislation, in respect of all eligible employees. Agreed

19.16 Notice or Pay in Lieu of Notice

All employees shall be eligible for notice or pay in lieu of notice in accordance with this Article and all other applicable provisions of this Agreement. Notice or pay in lieu of notice shall be paid at the prevailing rate of pay of the employee at the time of layoff and based on average weekly earnings calculated over the previous twelve (12) months. Agreed

ARTICLE 20 – BENEFITS

- a) Regular employees, who have passed probation, and are scheduled to work at least 25 hours per week will be eligible for the Benefits Plan. Agreed
- b) The Employer will pay 100% of the cost of the premiums of the Benefits Plan (except LTD which is 100% employee paid) Agreed

Part-time employees, who have passed probation, and are scheduled to work more than 14 hours per week, will receive 2.0% for straight-time hours worked in lieu of the Benefits Plan. Agreed

20.14 RRSP Matching

The Employer will match employee contributions of up to five (5%) percent of annual gross earnings. Agreed

ARTICLE 21 - MEDICAL CERTIFICATES AND EXAMINATIONS

21.01 Medical Certificates

At the request of the Employer, an employee may be required to provide a medical certificate from a qualified medical practitioner for any absences due to illness or injury. The cost of obtaining such a certificate shall be borne by the Employer. Agreed

21.02 Independent Medical Examinations (IME)

- a) Where the Employer is not satisfied that proper justification or reason for an employee's absence exists, or the Employer is not satisfied of an employee's ability to return to work or to continue to attend regularly at work, the Employer may require that the employee be examined by an independent medical practitioner selected by the Employer and to provide a copy of a summarized medical practitioner's report to the Employer, and the union, attesting to the medical condition of the employee. Agreed

21.03 Confidentiality of Medical Information

The Employer, and any union representative, who has access to medical information pertaining to any employee, shall ensure such information is maintained in strict confidence and is not to be used for any non-work-related purpose. Agreed

21.04 Leave for Medical Appointments

Regular full-time employees shall be permitted to utilize accumulated sick time for medical and dental appointments. Medical appointment leaves shall not be unreasonably denied. Agreed

ARTICLE 22 - HOURS OF WORK

22.01 Standard Working Hours and Days

Full-time employees will be scheduled to work an average of thirty-five (35) hours per week over a four (4) week period. Agreed

22.03 Lunch Periods

When an employee works over five (5) consecutive hours, they shall be entitled to take an unpaid lunch period of one half (1/2) hour. Agreed

With the approval of the Employer, full-time regular employees may choose when they take their lunch period, including at the beginning or end of their shift. Agreed

22.04 Days of Rest

- a) Employees are entitled to an interval free from work of 32 consecutive hours for each week covered by the agreement. Agreed

22.05 Remote Work

Approval to Work from Home

An employee may, with the approval of the Employer, work from an employee's home residence or other approved location. Requests won't be unreasonably denied. Agreed

ARTICLE 23 - OVERTIME

23.01 Overtime

- a) Employees will receive time-in-lieu at a rate of 1.5 times the hours worked for all hours worked in excess of 140 hours in a 4-week period. Agreed
- b) Overtime must be pre-approved by the Employer, prior to the commencement of the overtime. Agreed

23.02 Overtime Bank and Lieu Time Scheduling

- a) The Employer shall maintain an overtime bank for all bargaining unit members, to be taken as time off in lieu of wages with the approval of the Employer (accrued at the applicable overtime rate as per Article 23.01). Agreed
- b) Upon termination of employment, the employee will be paid out for all unused overtime at the prevailing hourly rate. Agreed

ARTICLE 24 - VACATIONS AND VACATION PAY

The annual vacation calendar will be from January 1 to December 31. Agreed

- a) Full-time employees will earn and receive annual vacation with pay and as set out below: Agreed

Date of hire to first (1st) anniversary Agreed

i) Employees who have completed less than twelve (12) months of service, as of their hire date, shall be granted one (1) working day for each full month of service from the first (1st) of any month, up to a maximum of ten (10) working days. Agreed

ii) Employees who have completed more than one (1) year of service, from their date of hire, shall be entitled to the corresponding number of weeks of annual vacation as shown below:

After 1 year of employment

Years of Employment	Vacation Entitlement	Vacation Pay
-Start	3 weeks	6%
After 3 years employment	4 weeks	8%
After 6 years employment	5 weeks	10%

Agreed

Note: No employee hired before ratification will have their vacation entitlement reduced.

- (b) Part-time employees will receive vacation paid out on each pay cheque at a rate of their corresponding years of service of their total earnings for the duration of their employment, as referenced in Article 24.01 (ii). Agreed

24.02 Proration of Vacation Entitlement

An employee who is absent from work will not have their vacation entitlement reduced. Agreed

24.03 Vacation Selection

All vacation requests must be approved by the Employer. Agreed

a) Vacation schedules and subsequent changes to vacation schedules, require the prior approval of the Employer. Approval of or changes to an employee's vacation schedule will not be unreasonable denied and are subject to operational requirements. Where conflicts arise between employees concerning vacation, subject to operational requirement, seniority will be the governing factor in arranging vacation schedules. Agreed

b) Except on termination of employment, employees are not entitled to payment in lieu of vacation. Agreed

24.04 Banking Vacations

Employees may carry forward vacation days until March 31st of the following year upon agreement by the Employer. Agreed

ARTICLE 25 - STATUTORY HOLIDAYS

For the purpose of this Agreement, the following are acknowledged as paid statutory holidays:

New Year's Day	Labour Day
Family Day	National Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

Agreed

If any other public holiday is legislated by the Government of the Province of British Columbia shall be deemed to be paid holiday for the purposes of this Agreement. Agreed

25.02 Holiday Pay

Statutory holiday pay will be in accordance with the *Employment Standards Act* of British Columbia. Agreed

25.03 Holidays Falling on Saturday or Sunday

When a paid holiday falls on an employees' day off, the Employer shall observe the holiday on either the preceding workday or the succeeding workday. Agreed

25.04 Holidays Falling on a Day of Rest

When a paid holiday falls on an employee's rest day, the employee shall be entitled to a day off work with pay in lieu of the holiday observed. Scheduling of the day off work in lieu of the holiday shall be approved by the Employer. Agreed

25.05 Work on a Scheduled Statutory Holiday

a) An employee who works on a scheduled statutory paid holiday (or day in lieu thereof) shall bank one and one half (1.5x) their base hourly rate in lieu time for the hours worked on that day, and the employee shall be given a day off work with pay in lieu of the holiday. Scheduling of the day off work in lieu of the holiday shall be approved by the Employer. Agreed

b) An employee will not be scheduled to work less than two (2) hours on a statutory holiday. Agreed

ARTICLE 26 – SICK LEAVE AND LEAVES OF ABSENCE

26.01 Paid Sick Leave

Regular full-time employees who have passed probation will accrue sick leave at a rate of 1.5 days per month, provided they work a minimum of 15 days per month. Sick leave may accumulate to a maximum of 840 hours. Unused sick leave will not be paid out. Agreed

Regular part-time employees who have passed probation will receive sick leave in accordance with the *Employment Standards Act* of British Columbia. Agreed

Employees may use sick leave to care for immediate family members who are permanently residing in the employee's home. Agreed

26.02 Pregnancy Leave

a) An employee who qualifies for pregnancy leave shall be entitled to a maximum of seventeen (17) weeks without pay in accordance with the *Employment Standards Act* of British Columbia and will be increased in accordance with any future increased entitlements under the Act, during the term of this Agreement. Agreed

b) The Employer will continue to pay their share of the benefit premiums while an employee is on pregnancy leave. Agreed

26.03 Parental Leave

a) An employee who qualifies for parental leave shall be entitled to leave without pay in accordance with the *Employment Standards Act* and will be increased in accordance with any future increased entitlements under the Act, during the term of this Agreement. Agreed

b) The Employer will continue to pay their share of the benefit premiums while an employee is on parental leave. Agreed

26.04 Bereavement Leave

a) Upon request, an Employee shall be granted Bereavement Leave at his/her regular straight time hourly rate in the event of the death of the Employee's parent or guardian, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law or sister-in-law. Duration of leave shall be in accordance with Articles 26.04(b) and 26.04(c). Agreed

b) **Death of Immediate Family Member**

In the event of the death of the Employee's spouse, common-law spouse, child, sibling, parent or guardian, the Employee shall be entitled to a maximum of three (3) days Bereavement Leave. Agreed

c) **Death of a Relative**

In the event of the death of a grandparent, grandchild, parent-in-law, child-in-law, sibling-in-law, the Employee shall be entitled to a maximum of one (1) days Bereavement Leave. Agreed

26.09 Workers' Compensation Leave

An employee shall be granted a leave of absence by the Employer while on Workers' Compensation and such time shall be deemed to be time worked. Agreed

26.10 Compassionate Care Leave

An employee is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support for a family if a medical practitioner issues a certificate stating that the family members has a serious medical condition with a significant risk of death within twenty-six (26) weeks. This leave will not affect sick leave or vacation entitlement. Agreed

This Article replicates the Compassionate Care Leave provisions of the *Employment Standards Act* and will be amended in accordance with the legislated changes to the Act, during the term of this Agreement. Agreed

26.11 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to: Agreed

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any other member of the employee's immediate family. Agreed

This article replicates the provisions of the BC Employment Standards Act and will be increased in accordance with any future increased entitlements under the Act, during the term of this Agreement. Agreed

26.12 Critical Illness or Injury Leave

An employee will be entitled to unpaid Critical Illness or Injury Leave as per the *Employment Standards Act*. Agreed

26.13 Gender-Based Violence and the Workplace

The Employer agrees to recognize that employees or an employee's child or dependent sometimes face situations of violence or abuse in their personal life that are directly related to their gender, that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that an

employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation. Agreed

a) The Employer agrees to grant an employee up to five (5) days of paid leave and five (5) days of unpaid leave per calendar year to deal with issues related to gender-based violence, notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic or sexual violence shall not be unreasonably denied. Agreed

b) Further to the above, the Employer agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by employees in order for them to deal with issues related to gender-based violence shall not be unreasonably denied. Agreed

c) In addition to the time referred to above, the employee will be entitled up to another fifteen (15) weeks of unpaid leave to be taken at a minimum of one day or more. Such leave will not be unreasonably denied. Agreed

d) It is further agreed that privacy and confidentiality should be maintained and the Union and/or Employer should not disclose more personal information than is reasonably necessary information and only with those who need to know. All personal information concerning gender-based violence should be kept confidential and no information should be kept on the employee's file without their express written permission. Agreed

26.14 Other Leaves of Absence

General Leave Without Pay

i) Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are unusually compelling circumstances. Included with the written request for leave of absence the employee must state the anticipated date of their return to work. Agreed

ii) In the event a leave of absence exceeding one (1) month, the employee absent from work shall reimburse the Employer for the full costs of benefits premiums. The method of payment to the Employer shall be arranged prior to commencing the leave of absence.

26.15 Duty to Accommodate

The Parties agree that accommodation is a tri-partite process and the Employer will consult with the Union on issues arising in regards to accommodation. Agreed

ARTICLE 27 – TECHNOLOGICAL CHANGE AND SECURITY OF BARGAINING UNIT WORK

27.01 Technological Change

The Parties will adhere to Section 54 of the *Labour Relations Code*. Agreed

27.02 Security of Bargaining Unit Work

Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by management employees unless it is temporary work by management. Agreed

ARTICLE 28 - MAINTAINING LABOUR RELATIONS

28.02 Labour / Management Meetings

- a) The Parties shall meet as the need arises but no less than once every quarter for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement. Agreed
- b) The purpose of the Labour / Management meeting is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity. Agreed
- c) The Labour / Management Committee shall be comprised of two (2) members appointed by the Employer and two (2) members appointed by the Union. Agreed

ARTICLE 29 - GENERAL PROVISIONS

29.01 Impact of Legislation

- a) If any article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative, or unenforceable, by any competent authority or applicable legislation arising from the legislative or judicial branch of the federal, provincial, or territorial governments, the following shall apply:
 - i) the remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement; Agreed
 - ii) the Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree; Agreed
 - iii) if mutual agreement cannot be reached, the matter may, at the option of either Party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations. Agreed

29.02 Superior Terms and Conditions to Continue

Employees receiving higher wage rates or benefits in Article 20 will not have them reduced when implementing this Collective Agreement. Agreed

29.05 Criminal Record Check

Where the Employer requires an employee to undergo a criminal record check as a condition of continued employment, the Employer shall cover the full cost of the criminal record check. Agreed

29.06 Indemnity

a) The employer will:

i) indemnify and save harmless employees from any liability action arising from the performance of their duties for the Employer; and Agreed

ii) assume all costs, legal fees, and other expenses arising from any such action. Agreed

b) Criminal Actions – Where an employee is charged with an offence resulting directly from the performance of their duties, the employee will be reimbursed for all legal fees. Agreed

c) The Employer will have the sole and exclusive right to settle any claim, action, or judgment or bring or defend any litigation in respect of them. Agreed

29.07 Preparation and Distribution of the Agreement

a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. Agreed

b) The cost of printing the Agreement shall jointly be borne by the Parties. Agreed

29.08 Workload

Any employee or group of employees concerned about their workload shall first discuss the matter with their direct manager. Agreed

29.10 Union Label

The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label as designated by the Union and The Union Label shall remain the sole property of the Union. Agreed

29.11 Catalogue

Each employee shall be entitled to a copy of all catalogues produced or co-produced by the Employer. Agreed

ARTICLE 30 - NO STRIKE OR LOCKOUT

30.01 No Strike or Lockout

The Parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the *Labour Relations Code* of British Columbia. Agreed

30.02 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a strike or lockout as defined in the *Labour Relations Code* of British Columbia. Any employee thus failing to report for duty at the premises of the Employer shall be considered to be on leave of absence without pay and shall not be subject to any disciplinary action, discharge, termination or any other penalty or prejudice. Agreed

ARTICLE 31 – DURATION OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in full force for the period from ratification up to and including **three (3) years from ratification**.

31.02 Notice to Bargain

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other Party to commence collective bargaining. Agreed

31.03 Agreement to Continue in Force

- 1) Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be. Agreed
- 2) After the expiry date of this Agreement, and until a revised Agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised Agreement in making any matter retroactive in such revised Agreement. Agreed

31.04 Exclusion of Operation: Section 50(2) and 50(3) L.R.C.

The Parties agree to exclude the operation of Section 50(2) and 50(3) of the *Labour Relations Code* of British Columbia, or any subsequent equivalent legislative provisions. Agreed

APPENDIX "A" – WAGE RATES

	Current
Senior Curator	\$39.83
Curator	\$34.34
Assistant Curator	\$29.94

Graphic Designer	\$25.50
Visitor Experience Associate (With Coordination)	\$20.00
Visitor Experience Associate	\$18.00

Current Rates Agreed

Ratification 3.00%
 12 months from ratification 2.75%
 24 months from ratification 2.75%

Agreed

LOU XX Benefits Plan

A summary of the existing benefits plan will be included in the collective agreement. If there are any disputes, Mediator Bhimji will remain seized of the implementation.

To be Included in the Memorandum of Agreement, but Not the Collective Agreement

The Employer will provide the following employees with a monetary bonus as follows in exchange for withdrawal of the Unfair Labour Practice Complaint:

Jennifer Shepit - \$300
 Shelley Smith - \$200
 Veronica Jeske - \$200

This will be a final and binding without prejudice resolution.

