

COLLECTIVE AGREEMENT
BETWEEN
KELOWNA MUSEUM ASSOCIATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 338

TERM: January 1, 2003 - December 31, 2006

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THIS AGREEMENT made and entered into on the _____ day of _____, 2004

BETWEEN:

THE KELOWNA MUSEUM ASSOCIATION

(hereinafter called the "Employer")

PARTY OF THE FIRST PART;

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 338
affiliated with the Canadian Labour Congress

(hereinafter called the "Union")

PARTY OF THE SECOND PART.

ARTICLE 1: PREAMBLE

WHEREAS it is the desire of both parties to this agreement:

1. to promote the harmonious relations and settled conditions of employment between the Employer and the Union;
2. to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
3. to encourage efficiency in operation;
4. to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2 (A): RIGHTS OF MANAGEMENT

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's workforce are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this agreement.

ARTICLE 2 (B): UNION RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by the certification issued by the Labour Relations Board.

ARTICLE 3: NO DISCRIMINATION

There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, race, creed, colour, ancestry, place of origin, political or religious affiliation, marital status, residence, family status, physical or mental disability, sex, sexual orientation or age of that person, nor by reason of his/her membership or non-membership in a labour union.

ARTICLE 4: UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his/her employment, apply for and maintain his/her membership in the Union as a condition of his/her employment.

ARTICLE 5: CHECKOFF OF UNION DUES

The Employer agrees to the checkoff of Union dues from all employees; said dues to be deducted monthly and forwarded to the Union Secretary with a list of those paying dues and the amount each pays.

All employees, whether members or not, shall be liable to Union dues deductions subject to the provisions of the *Labour Relations Code of B.C.*

ARTICLE 6: EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to supply new employees with a copy of this agreement and to draw their attention to the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

The Employer agrees to supply the Union with 5 copies of the revised Collective Agreement.

ARTICLE 7: LABOUR MANAGEMENT AND NEGOTIATIONS

7.01 Bargaining Committee

A Bargaining Committee shall be appointed and may consist of three (3) members of the Employer as appointees of the Employer, and three (3) members of the Union as appointees of the Union. The Union shall advise the Employer of the Union nominees to the Committee.

7.02 Additional Representatives

Each party to this agreement shall have the right to have the assistance of additional representatives when dealing or negotiating with the other party.

7.03 Meeting of Committee

In the event of either party wishing to call a meeting of the said Committee, the notice shall be in writing and the meeting shall be held at a time and place fixed by mutual agreement.

7.04 Function of Bargaining Committee

All matters of mutual concern pertaining to collective bargaining shall be referred to the said Committee for discussion and settlement.

7.05 Time Off for Meeting

Any Union representative of the said Committee who is in the employ of the Employer, shall have the privilege of attending meetings of the said Committee held within working hours without loss of remuneration.

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 Definitions

"Grievance" means any difference between the persons bound by this agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party" shall mean either of the parties to the agreement.

All grievances shall be finally and conclusively settled in a manner set out in this Article without slow-down or stoppage of work.

Step 1: An employee desiring to resolve a grievance with or without a member of the executive of the Union shall first seek to settle the grievance with his immediate supervisor, within thirty (30) days from the time the grievance became known to the employee or the Union in the case of a policy grievance.

Step 2: If a satisfactory settlement is not reached within three (3) working days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, to the Director.

Within five (5) working days of receipt of the grievance, the aggrieved employee, in person with the Union's Grievance Committee and any necessary witnesses, will meet with the Employer's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.

The Employer's Grievance Committee may be comprised of the immediate supervisor, the Director, the Personnel Committee of the Museum Association.

At the grievance meeting held between the Parties, both Parties shall present and hear all of the known evidence and facts related to the dispute. Both Parties commit to bringing forward all known evidence and facts of the case and not to withhold any known evidence or facts, in the best interests of resolving the dispute to the benefit of the Parties and the Grievor.

Should the dispute remain unresolved following this meeting, the Parties shall be restricted to using only that evidence and those facts relied upon at the grievance meetings in any arbitration proceedings.

Should either of the Parties become aware of any relevant or pertinent evidence or facts related to the dispute following the grievance meeting, which were unknown to that Party at the time of the grievance meeting, the Party shall be obligated to immediately inform the other Party of the new information.

Failure to provide such information to the other Party prior to any arbitration proceeding into the dispute shall disqualify that Party from relying on such information at any arbitration proceeding into that dispute.

- 8.02** The Employer may submit a grievance in writing to the Union, upon receipt of which the Union, through its Grievance Committee, shall meet with the Employer's Grievance Committee with a view to bringing about a settlement. If a satisfactory settlement is not reached within seven (7) days after the Employer submitted the grievance in writing to the Union, the Employer may refer the grievance to a Board of Arbitration as set out in Article 9.

ARTICLE 9: ARBITRATION

- 9.01** If the grievance is not satisfactorily settled within seven (7) days following the date of the meeting with the Employer's Grievance Committee as provided in Article 8, Step 2, or such longer period as the Parties may agree upon, the matter shall be referred to a Board of Arbitration composed of three (3) persons as follows:

Step I: The Party desiring arbitration shall appoint a member of the Arbitration Board, shall notify the other Party in writing of his appointment, and of the matter to be arbitrated.

Step II: The Party receiving the notice, shall, within seven (7) days, appoint a member of the Arbitration Board and notify the other Party in writing of his appointment.

Step III: The Arbitrators so appointed shall confer within seven (7) days to select a third person to be Chairperson, and should they fail to agree within a further seven (7) days upon a person willing to act, they shall apply to the Minister of Labour of British Columbia to appoint such third person.

- 9.02** The Board shall deliver its award in writing to each of the parties within twenty (20) days after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify or amend this agreement in any respect.

Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.

- 9.03** Each Party to the grievance shall pay its own costs and expenses of arbitration and one-half of the compensation and expenses of the Chairperson of the Arbitration Board and stenographic and other expenses of the Arbitration Board.

9.04 Witnesses

At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

9.05 Single Arbitrator

Notwithstanding the foregoing, the Parties may mutually agree to the use of a single Arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single Arbitrator, the provisions of the Three (3) Person Board will apply.

ARTICLE 10: DISCHARGE OR SUSPENSION

10.01 Warnings

Whenever the Employer or his agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the employee involved, with a copy thereof to the Secretary of the Union.

10.02 Discharge or suspension of any employee shall be for proper cause.

10.03 Proper cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other employees of the Employer who are engaged in a legal strike.

10.04 A claim that an employee has been discharged or suspended for other than proper cause shall be treated as a special grievance and shall be submitted directly to the Director.

10.05 Should it be found upon investigation that an employee has been improperly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the Parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

ARTICLE 11: SENIORITY

11.01 Seniority Defined

Seniority is length of service with the Employer.

11.02 Seniority for New Employees

New employees shall be considered to be probationary employees until they have been continuously employed for four (4) months, and during such probationary period they shall not be entitled to seniority and may be discharged for any reason. At the end of such probationary period, an employee shall be entered on the seniority list as of his original date of employment.

11.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in December each year.

11.04 The Employer and the Union recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, except as otherwise mutually agreed, employees shall be laid off in reverse order of seniority, provided that those employees retained are qualified to do the work. Except as otherwise mutually agreed, employees shall be recalled in order of their seniority, provided they are qualified to do the work.

An employee shall lose his/her seniority in the event he/she is laid off for a period longer than one year.

ARTICLE 12: PROMOTIONS AND STAFF CHANGES

12.01 Job Posting

Notice of any job vacancy shall be posted on the employee bulletin boards at least five (5) working days prior to the closing date for application. A copy of such notice shall also be sent to the Secretary of the Union.

12.02 Seniority to Apply

Promotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfill the job requirements.

12.03 Employee to be on Probation

When an employee is promoted or transferred from one classification to a higher one, he shall be on probation for four (4) months. At the conclusion of such four (4) months' trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee while on the job. If the employee's service is not deemed to be satisfactory, or if the employee feels unable to perform the duties of the new job classification, the Employer may extend the probationary period for not more than one additional month, or shall return the employee to his/her former job, or place him/her on other work in his/her former classification.

12.04 Salary Increase

In the event a salaried employee is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, he/she shall be paid at least that rate in the salary range for the classification to which he/she is promoted or temporarily assigned which is next higher than his/her present rate.

12.05 Union to be Notified

The Union shall be notified monthly by letter of all appointments, hirings, layoffs, rehiring and terminations of employment.

12.06 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classifications be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing, and in addition, shall post the classification and rate in the manner required by Article 12.01. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and, if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

12.07 Changed Classification

If the Union or Employer claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union and the Employer will meet to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

12.08 Abandonment

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Article 12.06, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 12.07, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

12.09 Extension of Time Limits

The time limits referred to in this article may be extended by mutual agreement of the Employer and the Union in writing.

ARTICLE 13: RETIREMENT

Normal retirement age shall be sixty-five (65). Employment beyond the age of sixty-five (65) shall be at the mutual agreement of the Employer, the Union and the employee involved.

ARTICLE 14: HOURS OF WORK

14.01 Normal Work Day and Normal Work Week

- (a) The normal work week shall consist of five (5) consecutive seven (7) hour days, thirty-five (35) hours per week. A seven (7) hour shift shall not be spread over a period longer than eight (8) hours with one hour off for lunch unless otherwise mutually agreed in writing.
- (b) Notwithstanding the provisions of 14.01 (a), the Employer and the Union may vary the start-quit times, within the existing hours of work.

14.02 Rest Periods

All employees shall be permitted two (2) rest periods of fifteen (15) minutes each in a seven (7) hour shift.

14.03 Hours of Work to be Posted

- (a) The hours and days of work of each employee shall be posted in an appropriate place. Employees shall be given two (2) weeks' notice prior to any change in the scheduling.
- (b) For the months of July and August, the hours of work for each employee will be posted in advance of the two month period.

ARTICLE 15: OVERTIME

15.01 All hours worked in excess of seven (7) and up to and including nine (9) hours in any one day, shall be paid at a rate of one and one-half (1½) times the employee's regular or equivalent hourly rate.

All hours worked in any one day in excess of nine (9) hours, shall be paid at a rate of double the employee's regular or equivalent hourly rate.

15.02 Employees called out to work, without prior notice, outside regular working hours, shall be paid two (2) hours minimum at the overtime rate.

15.03 Employees called into work on their day of rest will be paid at a rate of double (2x) their regular rate for all hours worked.

ARTICLE 16: HOLIDAYS

16.01 All employees with over thirty (30) days' service, who normally work half-time or more, shall receive regular pay for the following holidays:

| | |
|-----------------------|-----------------------------|
| <i>New Year's Day</i> | <i>Thanksgiving Day</i> |
| <i>Good Friday</i> | <i>British Columbia Day</i> |
| <i>Easter Monday</i> | <i>Remembrance Day</i> |
| <i>Victoria Day</i> | <i>Christmas Day</i> |
| <i>Canada Day</i> | <i>Boxing Day</i> |
| <i>Labour Day</i> | |

and any other day proclaimed or declared by the Federal or Provincial Governments as a holiday.

16.02 Where such statutory holidays fall on the day off of any employee, there shall be granted a day off at a future time in lieu of the statutory holiday. The lieu day shall be taken within thirty (30) calendar days of the statutory holiday. The lieu day shall be by mutual agreement between the employee and the Director.

16.03 Any employee required to work on a statutory holiday shall be paid at the rate of double time for all hours worked on such day plus the regular day's pay for the holiday.

16.04 For part-time employees, holiday pay shall be calculated on a prorated basis.

ARTICLE 17: ANNUAL VACATIONS

17.01 Vacation Year - Definition Of

The term "vacation year", as used in this agreement, shall mean the twelve (12) month period running from January 1st to December 31st of the previous calendar year.

17.02 New Employees

Effective the first of the calendar year, following the year an employee enters service with the Employer, he/she shall be entitled to annual vacations in accordance with the following schedule:

- (a) Accumulated service from date of entering service to December 31, ten (10) complete months or more - fifteen (15) working days.
- (b) Accumulated service at December 31 of less than ten (10) complete months - 1½ days - for each complete month of service.

17.03 Anniversary Date

On December 31st of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months.

17.04 Employee With One (1) Year Service

An employee who has completed one (1) but less than nine (9) years' service at the end of the vacation year shall be entitled to a paid vacation of three (3) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

17.05 Employee with Nine (9) Years Service

An employee who has completed nine (9) but less than 17 years service at the end of the vacation year shall be entitled to a paid vacation of four (4) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

17.06 Employee with Seventeen (17) Years Service

An employee who has completed seventeen (17) but less than 21 years of service at the end of the vacation year shall be entitled to a paid vacation of five (5) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

17.07 Employee with Twenty-One (21) Years Service

An employee who has completed twenty-one (21) or more years of service at the end of the vacation year shall be entitled to a paid vacation of six (6) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

17.08 Holidays During Vacation

If a statutory or declared holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for such holiday in addition to his/her regular vacation time.

17.09 Scheduling of Vacations

All employees shall be granted vacations at a time convenient to the operation of the Museum and at a time preferred by the employees if possible. In the event of conflict of vacation dates available, the choice shall then be determined by seniority. Vacations shall be taken in one (1) unbroken period or in periods of no less than five (5) working days.

17.10 Termination of Employment

In the event of termination of his/her employment, an employee is entitled to vacation pay at the rate of 2% of total wages for each week of annual vacation to which the employee is entitled under Article 17.04, 17.05, 17.06 or 17.07.

ARTICLE 18: SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

18.02 Sick Leave Entitlement

An employee shall be entitled to sick leave on the basis of one and one quarter (1¼) days for each month of service following completion of their probationary period. Unused sick leave may be accumulated by an employee up to a maximum of one hundred and fifty (150) days. Part-time employees shall accumulate sick leave on a pro-rated basis.

18.03 Proof of Illness

As a condition of receiving sick leave, the Employer may require the employee to produce a certificate from a duly qualified medical practitioner covering the entire period of absence certifying that the employee was unable to work due to illness or accident.

18.04 Sick Leave During Absence

When an employee returns to work after an approved leave of absence or within nine (9) months of being laid off, the amount of accrued sick leave at the beginning of such leave of absence or layoff shall be credited to the employee.

18.05 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Any employee is to be advised on application of sick leave accrued to his/her credit.

ARTICLE 19: LEAVE OF ABSENCE

19.01 For Union Business

The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily with respect to a grievance, they shall suffer no loss of pay for time so spent.

19.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to one (1) employee elected or appointed to represent the Union at Union Conventions.

19.03 Bereavement Leave

In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days' leave without loss of pay or benefits. Additional leave of absence with pay for travel may be granted by the Director or designate. "Immediate family" shall mean: child, step-child, parents, brother, sister, grandparents, grandchild, step-parent, foster child, foster parent, aunt, uncle, niece, nephew and fiancé(é); and the employee's brother-in-law and sister-in-law, daughter-in-law and son-in-law.

A maximum of two (2) additional days' leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse.

One-half (½) day shall be granted without loss of salary or wages to an employee to attend a funeral as a pallbearer provided such employee has the approval of the Director.

19.04 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing and that the granting of such leave shall be subject to the Employer's approval. Such approval shall not be unreasonably withheld.

19.05 Jury Duty or Court Witness

The Employer shall pay to an employee who is required to serve as a juror or court witness, the difference between his/her normal earnings and the payment he/she received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by him/her.

19.06 Maternity Leave

Employees shall be granted maternity/paternity leave in accordance with the provisions of the *British Columbia Employment Standards Legislation*.

ARTICLE 20: PAYMENT OF WAGES AND ALLOWANCES

20.01 Wage and Salary Rates

Wage and salary rates shall be as set out in Schedule "A" of this agreement.

20.02 Vacation Pay

Employees shall, upon giving at least one week's advance notice, receive on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.

20.03 Vehicle Allowance

Employees required to use their own vehicle on the Employer's business shall be paid the mileage rate applicable to the City of Kelowna.

ARTICLE 21: WELFARE BENEFITS

21.01 Medical Insurance

The Employer shall contribute one hundred percent (100%) of the premiums of the BC Medical Services Plan for all permanent employees who are employed half-time or more.

21.02 Employees shall participate in a mutually agreeable Group Life Insurance policy, to be established with a recognized carrier, and the employees and the Employer shall each pay fifty percent (50%) of the regular monthly premium. The employee's share shall be deducted from his/her salary or wages. The amount of coverage shall be calculated on the basis of two times (2x) an employee's annual salary. An Accidental Death and Dismemberment Plan shall be included.

21.03 The Employer shall contribute one hundred percent (100%) of the premiums for an Extended Health Care plan, including Vision Care and \$250.00 every two years toward eye glasses in which all employees shall enroll.

The Plan will cover the cost of an eye examination once every two years to a maximum of \$75.00

ARTICLE 22: TECHNOLOGICAL CHANGE

22.01 During the term of this agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

22.02 Where the Employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies, and

- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 9 of this Collective Agreement, by-passing all other steps in the grievance procedure.

22.03 The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
 - (iv) that the Employer pay to that employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;
 - (v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code of British Columbia).

22.04 The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated.

ARTICLE 23: GRANT WORKERS

23.01 The Union agrees to sign the required Provincial/Federal Incentive application forms when the Kelowna Museum makes application.

23.02 The Parties agree that the rates of pay and benefits, etc., are to be negotiated between the Employer and the Union.

23.03 In the event the Union and Employer cannot reach an agreement on rates of pay and benefits, the Union or Employer may file a grievance under Article 8 of the Collective Agreement. Failing satisfactory settlement, the matter may be submitted to arbitration under Article 9.

ARTICLE 24: TERM OF AGREEMENT

This Agreement shall take effect from January 1, 2003 and shall remain in effect until December 31, 2006 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement in accordance with the appropriate statute is given by either Party to the other Party.

IN WITNESS WHEREOF the Parties hereto, by their authorized representatives have affixed their signatures hereto on this _____ day of _____, 2004.

**ON BEHALF OF:
KELOWNA MUSEUM
ASSOCIATION**

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 338**

President

Unit Chairperson

KELOWNA MUSEUM ASSOCIATION
'Schedule A'
Bi-weekly

| Classification | | Term | Jan. 1, 2003 (2%) | Jan. 1, 2004 (2%) | Jan. 1, 2005 (1.5%) | Jan. 1, 2006 (2%) |
|----------------|---|----------------|-------------------------|-------------------------|---------------------------|-------------------------|
| 1 | Information Officer Maintenance Assistant* Wine Shop Assistant | 1 – 12 months | \$ 9.99 | \$ 10.19 | \$ 10.34 | \$ 10.55 |
| | | 13 – 24 months | \$ 10.71 | \$ 10.92 | \$ 11.09 | \$ 11.31 |
| | | 25 months + | \$ 12.24 | \$ 12.48 | \$ 12.67 | \$ 12.93 |
| 2 | Administrative Assistant Accounting Officer Education Assistant ** Facilities Operator Public Relations, Marketing & Special Events Co-ordinator *** | 1 – 12 months | \$ 13.73 | \$ 14.00 | \$ 14.21 | \$ 14.50 |
| | | 13 – 24 months | \$ 14.20 | \$ 14.48 | \$ 14.70 | \$ 14.99 |
| | | 25 months + | \$ 14.76 | \$ 15.05 | \$ 15.28 | \$ 15.59 |
| | | | | | | |
| 3 | Archivist Registrar Wine Specialist | 1 – 12 months | \$ 15.63 | \$ 15.94 | \$ 16.18 | \$ 16.50 |
| | | 13 – 24 months | \$ 16.20 | \$ 16.52 | \$ 16.77 | \$ 17.10 |
| | | 25 months + | \$ 16.83 | \$ 17.17 | \$ 17.42 | \$ 17.77 |
| | | 1 – 12 months | \$ 17.28 | \$ 17.62 | \$ 17.89 | \$ 18.25 |
| | | 13 – 24 months | \$ 18.00 | \$ 18.36 | \$ 18.64 | \$ 19.01 |
| | | 25 months + | \$ 18.65 | \$ 19.02 | \$ 19.30 | \$ 19.69 |
| 4 | Curator of Exhibitions**** Curator of Education**** | 1 – 12 months | 17.45 | \$ 17.80 | \$ 18.07 | \$ 18.43 |
| | | 13 – 24 months | \$ 18.19 | \$ 18.55 | \$ 18.83 | \$ 19.21 |
| | | 25 months + | \$ 18.92 | \$ 19.30 | \$ 19.59 | \$ 19.98 |
| 5 | Conservator | 1 – 12 months | \$ 19.27 | \$ 19.65 | \$ 19.95 | \$ 20.35 |
| | | 13 – 24 months | \$ 20.04 | \$ 20.44 | \$ 20.75 | \$ 21.17 |
| | | 25 months | \$ 20.81 | \$ 21.22 | \$ 21.54 | \$ 21.97 |

*Possible future position

**Formerly Program Assistant moved to Category 2 in 2003

***New position created February 2003

****Amalgamation of categories effective January 2003

SCHEDULE "A"
KELOWNA MUSEUM ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 338

AND: THE KELOWNA MUSEUM ASSOCIATION

RE: PAID TIME-OFF IN LIEU OF WORKED OVERTIME

Subject to the Employer's operational requirements, employees may consider paid time-off in lieu of worked overtime. Time-off will only be taken upon mutual agreement between the employee and his/her Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time-off shall be provided at the same rate as the applicable overtime rates.

"D.B. Best"

"Terry Dunham"

President

"D. Bruce"

"Richard Fuller"

Unit Chairperson

"Ursela Surtees"

"Jim Kelly"

National Representative

Representing the Kelowna
Museum Association

Representing C.U.P.E. Local 338

Date: May 14, 1987
Renewed: January 21, 1997
 September 8, 2000
 December 9, 2003