

# MEMORANDUM OF AGREEMENT

Between

Craigdarroch Castle Historical Museum Society

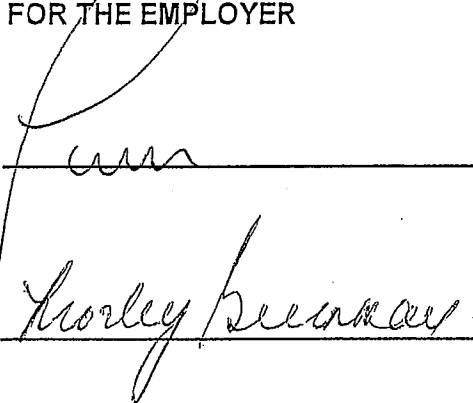
And

Canadian Union of Public Employees Local 3136

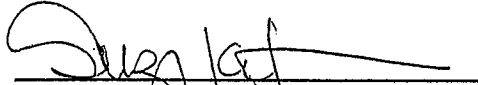
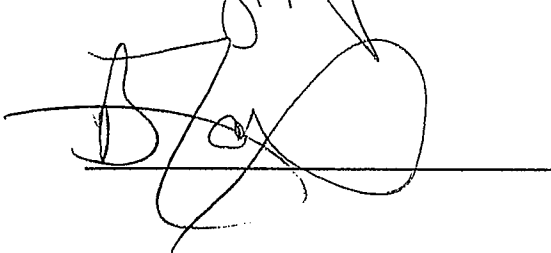
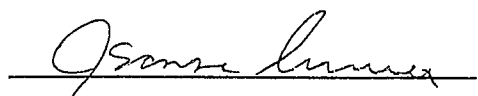
The Parties agree to recommend this Tentative Agreement made this 25<sup>th</sup> day of January 2007, to their principals for ratification.

This renewal agreement includes all terms and conditions contained in the September 1, 2004 to August 31, 2006 Collective Agreement between the parties except as amended by Appendix A

FOR THE EMPLOYER

  
\_\_\_\_\_  
Stanley Beesman

FOR THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## **Schedule "A"**

18 pages including this cover page

This Settlement Package includes the attached monetary package as well as signed off language during bargaining for the September 2006 through August 31, 2008

NEGOTIATIONS 2006

BETWEEN

CRAIG DARROCH CASTLE HISTORICAL MUSEUM SOCIETY

AND

CUPE LOCAL NO. 3136

1.03 Probationary Employee:

DEC 4/06  
AGREED

(a) Is any newly hired employee hired for a permanent position, who has not completed a probationary period of six months, during which period the Employer shall determine such employee's suitability for permanent employment.

DEC 4/06  
AGREED

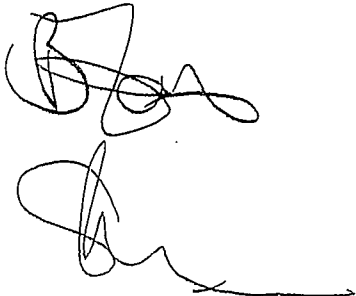
(b) For permanent part-time employee, who has not completed a probationary period of 1040 hours or one year, during which period the Employer shall determine such employee's suitability for permanent employment.

DEC 5/06  
W/ THE ACN  
FOR PROPOSAL  
I MAINTAIN  
CURRENT LANGUAGE

(c) Except where expressly provided, probationary employees shall not be covered by any of the benefits and other terms and conditions of this Agreement, save and except access to the grievance procedure. Probationary employees may be ~~discharged~~ rejected by the Employer for any work related reason.

DEC 5/06  
In agreement  
J. M. EWCI

Date of Proposal: December 4, 2006



NEGOTIATIONS 2006

BETWEEN

CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY

AND

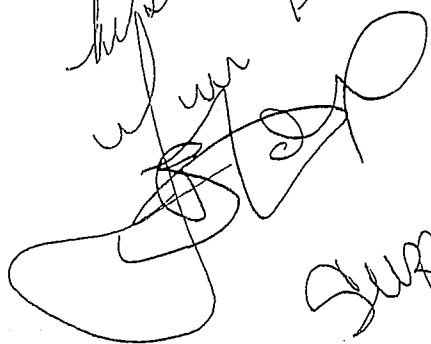
CUPE LOCAL NO 3136

1.07 Volunteer

Is any person who, of his own free will, offers his services to the Employer without compensation. The Union recognizes and accepts that the business of the Employer requires the use of volunteers, however it is understood that volunteers shall not normally supervise the work of employees without prior discussion with the Union. The use of volunteers will not reduce the numbers of positions in the bargaining unit nor reduce the number of hours of the employees who are members of the bargaining unit. ~~The use of volunteers will not reduce the numbers of positions in the bargaining unit nor reduce the number of hours of the employees who are members of the bargaining unit.~~

(Housekeeping – deleting last sentence as it was duplicated from the previous sentence)

Date of Proposal: December 4, 2006

Dec 4/06  
M. Brennan  
w/ Mr. EDCU  
  
Suzanne

NEGOTIATIONS 2006

BETWEEN

CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY

AND

CUPE LOCAL NO 3136

6.02 Settling of Grievances

Step 3

Within five (5) working days of receipt of the Executive Director's written response to the grievance under Step 2, the Union President may submit the grievance in writing to the ~~Chairman of the Personnel Committee~~ **President** of the Board of Directors for final review. The ~~Chairman~~ **President or his appointee** may arrange a meeting with the Union to discuss the grievance at this step, which meeting if arranged, may be attended by the grievor, the President of the Union plus one (1) other Union official, the Executive Director, plus any other individual the ~~Chairman~~ **President or his appointee** desires to attend. The ~~Chairman of the Personnel Committee~~ **President** shall respond in writing to the grievance within ten (10) working days of his receipt of the grievance at this step, irrespective of whether or not a meeting has been held.

Date of Proposal: December 4, 2006

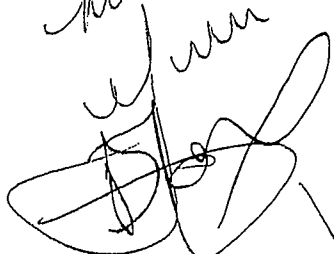
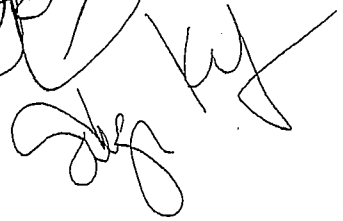
DEC 4/06  
H. Bellamy  
Ann EDC  
[Signature]  
[Signature]

**NEGOTIATIONS 2006**  
**BETWEEN**  
**CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY**  
**AND**  
**CUPE LOCAL NO 3136**

7.02 Job Postings

- (a) As far as possible, the employer agrees to post any permanent vacancy within one (1) month of the position becoming vacant. ~~(This is currently 8.08 language and more appropriate under 7.02)~~ *omit in CA*
- (b) The Employer agrees to post permanent vacancies for a period of ~~five (5)~~ seven (7) working days to allow current employees the opportunity to apply.

Date of Proposal: December 4, 2006

*DEC 4/06*  
*K. Sullivan*  
*Chairman EOC*  
  


NEGOTIATIONS 2006

BETWEEN

CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY

AND

CUPE LOCAL NO 3136

8.01 Normal Hours

Amend this article to have the three paragraphs titled (a) (b) and (c).

DEC 4/06  
AGREED

(a) Subject to operational needs, the normal hours of work for permanent full-time employees shall be up to a maximum of eight (8) hours of work per day between the hours of ~~7:30-6:00~~ a.m. and ~~10:30-12:00~~ midnight, exclusive of an unpaid lunch break in accordance with Article 8.05. Where practicable, the Employer shall endeavour to post the hours each employee is scheduled to work in advance of commencement of those hours.

DEC 5/06  
AGREED

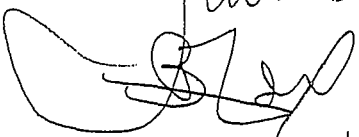

(b) Notwithstanding the foregoing paragraph (a), the Employer and the Curator and/or the Employer and the Restoration Manager Department Heads may implement an arrangement where the ~~employee~~ Department Head works on a flex time basis. The ~~employee~~ Department Head may, with approval of the Executive Director, choose his/her starting and finishing times and length of work day to meet operational requirements provided eighty (80) hours are worked in each two week pay period. Hours worked in excess of the eighty (80) hours in each two (2) week pay period shall be compensated at the appropriate overtime rates.

DEC 5/06  
AGREED

(c) Normal hours of work for permanent part-time employees will be less than eighty (80) hours in a two (2) week pay period.

Date of Proposal: December 4, 2006

DEC 5/06  
M. Seegman

for EDCI  
  


NAM

0

Current

ARTICLE 8 HOURS OF WORK AND OVERTIME

8.01 Normal Hours

Subject to operational needs, the normal hours of work for permanent full-time employees shall be up to a maximum of eight (8) hours of work per day between the hours of 7:30 a.m. and 10:30 p.m., exclusive of an unpaid lunch break in accordance with Article 8.05. Where practicable, the Employer shall endeavour to post the hours each employee is scheduled to work in advance of commencement of those hours.

Notwithstanding the foregoing, the Employer and the Curator and/or the Employer and the Restoration Manager may implement an arrangement where the employee works on a flex time basis. The employee may, with approval of the Executive Director, choose his/her starting and finishing times and length of work day to meet operational requirements provided eighty (80) hours are worked in each two week period. Hours worked in excess of the eighty (80) hours in each two (2) week period shall be compensated at the appropriate overtime rates.

Normal hours of work for permanent part-time employees will be less than eighty (80) hours in a two (2) week period.

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UNION PROPOSAL

8.01 Normal Hours

Subject to operational needs, the normal hours of work for permanent full-time employees shall be **no less than four (4) hours** and up to a maximum of eight (8) hours of work per day between the hours of 7:30 a.m. and 10:30 p.m, exclusive of an unpaid lunch break in accordance with Article 8.05. Where practicable, the Employer shall endeavour to post the hours each employee is scheduled to work in advance of commencement of those hours.

Notwithstanding the foregoing, the Employer and the Curator and/or the Employer and the Restoration Manager may implement an arrangement where the employee works on a flex time basis. The employee may, with approval of the Executive Director, choose his/her starting and finishing times and length of work day to meet operational requirements provided eighty (80) hours are worked in each two week period. Hours worked in excess of the eighty (80) hours in each two (2) week period shall be compensated at the appropriate overtime rates.

Normal hours of work for permanent part-time employees will be less than eighty (80) hours in a two (2) week period.

Dec 4/06  
The Successor  
[Handwritten signature]  
[Handwritten initials]  
[Handwritten initials]  
cc



Current

**ARTICLE 8 HOURS OF WORK AND OVERTIME**

**8.06 Call Out**

Employees called-out to work outside of their normally scheduled working hours shall be paid a minimum of two (2) hours at the applicable overtime rates. For purposes of this Section a "call-out" occurs when an employee is contacted at home after leaving work and is required to and actually does return to work. This two (2) hour guarantee does not apply when an employee is scheduled in advance to perform the work in question.

---

**UNION PROPOSAL**

**8.06 Call Out**

- a) Employees called-out to work non-emergency shifts outside of their normally scheduled working hours shall be paid a minimum of ~~two~~ **four (4)** hours at the applicable overtime rates.
- b) Employees called out to response to an emergency situation such as responding to an alarm in the middle of the night, turning on the generator if the power goes out and other emergent situations shall be paid a minimum of two (2) hours at the applicable over-time rates.

For purposes of this Section a "call-out" occurs when an employee is contacted at home after leaving work and is required to and actually does return to work. The above guarantees do not apply when an employee is scheduled in advance to perform the work in question.

NEGOTIATIONS 2006

BETWEEN

CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY

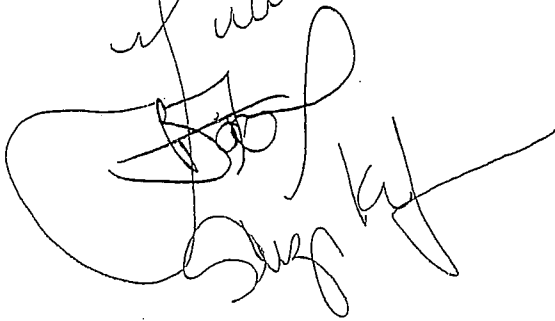
AND

CUPE LOCAL NO 3136

8.08 Posting Vacancies

Move this Article to Article 7.02 as 7.02 (a) and the current 7.02 become 7.02 (b).

Date of Proposal: December 4, 2006

Dec 4/06  
Museum  
new Ball  


NEGOTIATIONS 2006

BETWEEN

CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY

AND

CUPE LOCAL NO 3136

10.01 Length of Vacation

- (a) Permanent employees shall ~~receive~~ accrue annual ~~vacations~~ vacation hours with pay at their basic rate in accordance with hours worked and the following schedule:

<u>Service</u>	<u>Entitlement</u>
<del>0 to 1 year</del>	<del>4%</del>
<del>1 year to 3 year</del>	<del>2 weeks</del>
0 to 3 <sup>rd</sup> year	2 weeks
4 <sup>th</sup> year to 10 <sup>th</sup> year	3 weeks
11 <sup>th</sup> year to 14 <sup>th</sup> year	4 weeks
15 <sup>th</sup> year and thereafter	5 weeks.

✓ (Note: In view of this proposal Letter of Understanding #1 would be deleted)

Date of Proposal: December 4, 2006

Dec 5/06  
A. [unclear]

M. [unclear]

[Signature]  
[Signature]  
[Signature]

**NEGOTIATIONS 2006**  
**BETWEEN**  
**CRAIG DARROCH CASTLE HISTORICAL MUSEUM SOCIETY**  
**AND**  
**CUPE LOCAL NO 3136**

10.03 Termination of Employment

- (a) Maintain Current Language.
- (b) Employees whose employment terminates for any reason before the end of ~~end of the year~~ **their anniversary date** will have their vacation entitlement calculated on a pro rated basis. In those cases where an employee has taken his full vacation entitlement before ~~the end of the year~~ **their anniversary date**, an appropriate deduction shall be made on termination of employment.

Date of Proposal: December 4, 2006.

*Dec 4/06  
K. Sullivan  
Jan 10 11  
[Signature]  
[Signature]*

NEGOTIATIONS 2006

BETWEEN

CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY

AND

CUPE LOCAL NO 3136

11.02 Accumulation of Sick Leave

- (a) Current language.
- (b) Following the utilizing of the accumulated 50 days, the employer will pay the difference between the employees weekly wages and EI Benefits until the period of LTD eligibility. Should employees not have the full 50 days accumulation, they will not be eligible for top up until their 51<sup>st</sup> sick day. Payment will be made upon proof of acceptance of EI Benefits.

Date of Proposal: January 4, 2007

*[Handwritten signature]*  
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*[Handwritten signature]*  
*[Handwritten signature]*

**Counter-proposal to Employer Proposal 13.02 dated December 4, 2006**

13.02 Group Benefits Plan

Maintain current language and add the following:

The total cost of the Group Benefit Plan, which includes LTD, will be shared equally between the parties. The manner of payment will be as follows:

The employee pays 100% of the premium attributed to Long Term Disability and this premium is solely the cost of the employee. An amount equivalent to 50% of that amount is contributed by the employer to the remainder of the employee's portion of the benefit cost. If this portion of the premium exceeds the employee's remaining portion of the benefits, the balance will be reimbursed to the employee.

Dec 5/06  
H. S. ...  
www ESCL  
[Signature]  
[Signature]

NEGOTIATIONS 2006

BETWEEN

CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY

AND

CUPE LOCAL NO 3136

13.03 RRSP

DEC 4/06  
ALREADY  
TO #13

~~The Castle Society~~ The Employer put into place an RRSP plan for its employees, effective January 2000. ~~Trimark Investments has been chosen as the Group Plan carrier. It should be understood that the intention of this RRSP plan offered by The Castle Society~~ the Employer is to provide ~~Castle~~ employees with a means to save for retirement.

Maintain current language for the remainder of the Article except for the following:

- ✓ 3. The program is open to all permanent ~~and part-time~~ employees after one year of employment with ~~The Castle Society~~ the Employer.
- ✓ 4. Change reference "The Castle Society" to "the Employer".
- 9. Change reference "The Society" to "the Employer".
- 10. Change reference "The Castle Society" to "the Employer". - No - just delete
- 12 Change reference "The Castle Society" to "the Employer".
- 13 If the employee makes a total or partial withdrawal during the calendar year, they forfeit the entire Employer contribution for the next twelve months. It should be noted, ~~Trimark Investments~~ the Carrier will charge a withdrawal fee, depending on the length of time the employee has had their money invested. This fee will be payable by the employee.

#14  
DEC 5/06  
WITHDRAW  
AND MAINTAIN  
CURRENT  
LANGUAGE

Delete.

Date of Proposal: December 4, 2006

DEC 5/06  
Mr. Beeghly

*[Handwritten signature]*  
K. Ball

NM

NEGOTIATIONS 2006

BETWEEN

CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY

AND

CUPE LOCAL NO 3136

(NEW) 15.03 Working in a Lower Rated Position

- a) A permanent employee may from time to time fill a lower rated position and shall receive their basic current rate of pay.
- b) Should the permanent employee agree to fill a lower rated position on a continuing schedule ~~in excess of sixty (60) days~~ <sup>consecutive calendar</sup> they shall receive the rate attributed to the lower rated position.
- c) A casual employee called in to fill any position on an irregular unscheduled basis shall receive the casual rate of pay.

Date of Proposal: December 14, 2006

DEC 14/06

ACCEPTED

*[Handwritten signature]*

*[Handwritten signature]* EDCU

*[Large handwritten signature]*

*[Handwritten signature]*



Current

**ARTICLE 18 TERM OF AGREEMENT**

**18.01 Duration**

This Agreement shall remain in full force and effect from the 1st day of September, 2004 to the 31st day of August, 2006.

---

**UNION PROPOSAL**

**18.01 Duration**

This Agreement shall remain in full force and effect from the 1st day of September, ~~2004~~ **2006** to the 31st day of August, ~~2006~~ **2008**.

Dec 4/06  
M. [unclear]  
[unclear] E.O.C.  
[Signature]  
[Signature]

NEGOTIATIONS 2006

BETWEEN

CRAIG DARROCH CASTLE HISTORICAL MUSEUM SOCIETY

AND

CUPE LOCAL NO 3136

Position	Aug 2006	Sept 2006			Sept 2007		
Casual	8.90	9.40*	5.6%	.50	9.90	5.32%	.50
Housekeeper	10.62	11.50**	8.3%	.88	12.00*	4.35%	.50
Housekeeper - WE	10.62	11.50**	8.3%	.88	12.00*	4.35%	.50
Visitor S. Assist.	14.32	14.70***	2.65%	.38	15.07***	2.52%	.37
Museum S. Assist.	14.32	14.70***	2.65%	.38	15.07***	2.52%	.37
Admin Assist.	17.08	17.46	2.2%	.38	17.83 <del>4</del>	2.14%	.37 <sup>to .38</sup>
Registrar	18.24	18.64	2.2%	.40	19.02	2.03%	.38
Restoration Tech	18.24	18.64	2.2%	.40	19.02	2.03%	.38
Visitor S. Manager	19.57	20.00	2.2%	.43	20.38	1.9%	.38
Restoration Man.	21.53	22.00	2.2%	.47	22.38	1.71%	.38
Curator	24.03	24.56	2.2%	.53	24.93 <del>4</del>	1.51%	.37 <sup>to .38</sup>

Note: \* same as Union

\*\* Higher rate than Union proposal

\*\*\* Indicates increase from last Employer proposal

Six

Last ~~five~~ positions Employer agrees to Union proposal on wages.

Date of Proposal: January 25, 2007.

Tc: Harold 2pm  
note mistake on  
\*0.38  
said he would call Kathy  
's get back.

email confirming  
38¢ not 37¢

*Jan 25*  
*[Signature]*  
*[Signature]*

NEGOTIATIONS 2006

BETWEEN

CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY

AND

CUPE LOCAL NO 3136

LETTER OF UNDERSTANDING #1  
Re: Article 10.01 – Length of Vacation

Delete in view of Article 10.01 proposal.

Date of December 4, 2006

DEC 5/06  
AGREED  
IN VIEW OF  
AGREEMENT  
IN 10.01

*[Handwritten signature]*  
John Ewell  
*[Handwritten signature]*  
*[Handwritten signature]*

NK