

**2005 – 2008**

**COLLECTIVE AGREEMENT**

**Between**

**THE VANCOUVER ART GALLERY ASSOCIATION**

**And**

**CUPE LOCAL 15 –  
VANCOUVER MUNICIPAL, EDUCATION  
AND COMMUNITY WORKERS**

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**Vancouver**  
Artgallery

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**CUPE LOCAL 15 – VANCOUVER MUNICIPAL,  
EDUCATION AND COMMUNITY WORKERS UNION**

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**2005 - 2008 VANCOUVER ART GALLERY COLLECTIVE AGREEMENT**

THIS COLLECTIVE AGREEMENT made and entered into as of the 1st day of January, **2005**.

**BETWEEN:**

THE VANCOUVER ART GALLERY ASSOCIATION  
(hereinafter called "the Association")

OF THE FIRST PART

**AND:**

CUPE LOCAL 15 - VANCOUVER MUNICIPAL, EDUCATION AND COMMUNITY WORKERS  
(hereinafter called "the Union")

OF THE SECOND PART

**WHEREAS:**

- A. The Association is an employer within the meaning of the Labour Relations Code of British Columbia, being Chapter 212 of the Revised Statutes of British Columbia, 1987;
- B. The Union is the bargaining authority for the employees of the Association excepting the:
- (a) Director
  - (b) **Associate Director**
  - (c) Chief Curator/Associate Director
  - (d) **Director of Operations and Exhibition Production**
  - (e) **Director of Development**
  - (f) **Director of Marketing & Communications**
  - (g) Head of Public Programs
  - (h) **Controller**
  - (i) Head of Museum Services
  - (j) **Manager, Human Resources**
  - (k) **Manager, Retail Operations**
  - (l) Head of Building Services
  - (m) Senior Curator (s)
  - (n) **Assistant Director of Development**
  - (o) Administrative Assistant to the Director
  - (p) **Administrative Assistant / Board Secretary**
  - (q) Administrative Assistant, Administration & Human Resources
  - (r) Individuals who are serving an internship at the Vancouver Art Gallery but are under the auspices of another institution
  - (s) Those employees excluded by the Labour Relations Code of British Columbia employed by the Association.

This Collective Agreement shall constitute the wages and working conditions for the employees so certified.

## 1. TERM OF THE AGREEMENT

This Collective Agreement shall be for a term of forty-eight (48) months years effective **January 1, 2005 to December 31, 2008.**

During any period when collective bargaining negotiations are being conducted between the Parties to amend this Collective Agreement, the present Collective Agreement shall continue in full force and effect until:

- (a) the Union commences a lawful strike; or
- (b) the Association commences a lawful lockout; or
- (c) the Parties enter into a new or amended Collective Agreement.

It is understood and agreed between the Association and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia is hereby excluded from and shall not be applicable to this Collective Agreement.

## 2. DEFINITIONS

The following terms defined in this Clause, unless otherwise specifically provided herein shall have, for the purposes of this Collective Agreement; the meanings hereinafter specified and replace all existing definitions:

- (a) “Regular Full-Time Employee” means an employee hired for a regular full-time position, who works a regular schedule of thirty-five (35) hours per week, or the number of weekly hours normal for the applicable class of positions. Regular full-time employees have seniority rights and are eligible for all of the benefits of this Agreement.
- (b) “Regular Part-Time Employee” means an employee hired for a regular part-time position, who works a regular schedule of less than thirty-five (35) hours per week, or less than the weekly hours normal for the applicable class of position. Seniority and eligibility for benefits shall be as set out in subsection (e) below.
- (c) “Temporary Employee” means an employee hired on a term certain basis for a specific project or undertaking, who works a regular or irregular schedule of thirty-five (35) hours per week or less. Seniority and eligibility for benefits shall be as set out in subsection (e) below.
- (d) “Casual Employee” means an employee hired on an as-needed basis to assist or supplement the regular work-force, who normally works an irregular schedule of less than seventeen and one-half (17.5) hours per week, but who may work additional hours as the need arises. Seniority and eligibility for benefits shall be as set out in subsection (e) below.

- (e) (1) Effective October 9, 1997 regular part-time, temporary and casual employees shall earn seniority on an hourly basis. The seniority list in effect on October 9, 1997 shall be the starting point for this purpose. This list shall be adjusted thereafter to reflect changes in seniority resulting from the hours worked by regular part-time, temporary and casual employees.
  - (2) Regular part-time and temporary employees, who are regularly scheduled to work seventeen and one-half (17.5) hours per week or more, are eligible for the benefits of this Agreement, prorated where applicable on the basis of the percentage of full-time hours each such employee actually works.
  - (3) Regular part-time and temporary employees, who are regularly scheduled to work less than seventeen and one-half (17.5) hours per week, and casual employees are not eligible for the benefits of this Agreement, but shall receive the percentage in lieu of benefits pursuant to article 6.7.
  - (4) Regular part-time and temporary employees, who are regularly scheduled to work less than thirty-five (35) hours per week, may work additional hours on a temporary or casual basis without changing their normal regular or temporary assignment (i.e. the number of hours for which they were originally hired).
- (f) "Bargaining Group" means those employees who are members of the bargaining unit for whom the Union is the certified bargaining authority.

### 3. UNION RIGHTS

#### 3.1 Union Security

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after the 1st day of September 1979, shall become members of the Union immediately upon employment.

All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular union dues that all other members of the Union are required to pay to the Union.

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues. The Association shall deduct initiation fees, levies or any other assessments authorized by the Union. Such payments shall be by payroll deduction. Deductions shall become effective on the first

day of employment, but the deductions shall be made only if the employee is still in the employ of the Association on the final day of the employee's first pay period.

Deductions shall be made in all subsequent months provided an employee works any part of the months.

### 3.2 Picket Lines

No employee shall be required to cross any legal picket line encountered in connection with the employee's work for the Association until clearance has been obtained from the President of the Union or designate.

The Union will make prompt investigation of any picketing situation affecting the Association and give prompt instructions to its members.

### 3.3 Bulletin Boards

The Association shall provide bulletin boards which shall be placed in the staff coffee rooms so that all employees shall have access to them and upon which the Union shall have the exclusive right to post notices of meetings and other such notices as may be of interest to the employees, provided such material is not libellous or defamatory to the Association or the Vancouver Art Gallery.

### 3.4 Introduction of New Employees

The Director or designate shall ensure that each new employee shall be introduced in the first week of employment to a Union Steward. The Steward shall be permitted to meet with the new employee for a period of up to one-half (1/2) hour to inform the employee of the rights and obligations of Union membership.

### 3.5 Membership Information

Upon the written request of the Union for statistical membership information, the Director or designate shall provide to the Union all of the information that is available from the Association's records. The Association will establish a system for updating and maintaining that information at intervals that are consistent with the Association's system.

### 3.6 Leave for Union Business

- (a) Where permission has been granted to not more than three (3) members of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of collective bargaining with the Association or not more than two (2) members for the purpose of settling a grievance as outlined in Clause 12, the said member(s) shall suffer no loss of pay for the time so spent.

- (b) Time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Director or designate when it becomes necessary to transact business in connection with matters affecting members of the Union.
- (c) Any employee who is elected to a full-time position or appointed to a temporary position with the Union shall be granted a leave of absence for the purpose of performing such duties. The employee shall not lose seniority in the service of the Association and shall continue to accumulate seniority while performing such duties. Upon retirement from such duties the former Union officer shall be entitled to return to the position previously held. Should the former position, or any equivalent position, not exist, then the former employee may elect to fill any vacant position in which the employee is capable of performing. If no such vacancy should exist, the provisions of Clause 11, Layoff, Bumping and Recall, shall apply.
- (d) The Association shall recognize leaves under this section (3.6) unless it has reasonable grounds for rejecting same.

### 3.7 Bargaining Unit Work

No person other than an employee of the Association covered by the certificate of bargaining authority of the Union shall perform bargaining unit work. It is agreed, however, that the Association may use the services of a volunteer to perform those duties currently performed by volunteers.

## 4. MANAGEMENT RIGHTS

The Union recognizes that it is the sole responsibility of the Association to exercise the regular and customary functions of management and to direct the working forces of the Association in a fair and equitable manner, subject, however, to the terms of this Collective Agreement.

## 5. UNION - ASSOCIATION MATTERS

### 5.1 Strike and Lockout Notice

The Union shall advise the Association in writing at least seven (7) working days before the commencement of a strike.

The Association shall advise the Union in writing at least seven (7) working days before the commencement of a lockout.

## 5.2 Changes Affecting the Agreement

Any changes affecting matters covered by this Agreement that will affect wage rates, reduction of employment or working conditions will be communicated to the Union before they are implemented by the Association.

## 5.3 Directives Interpreting the Agreement

The Association shall provide the Union with a copy of any published directive that tends to interpret, explain or apply the provisions of this Collective Agreement.

## 5.4 List of Names

The Union shall provide the Association, on an annual basis, with a written list of the current names of all Stewards and Union officers or representatives whom the Association will normally be expected to deal with during the administration of this Collective Agreement.

## 6. REMUNERATION

### 6.1 Salary Schedule

The scale of remuneration set out in Schedule "A" shall apply during the term of this Collective Agreement. Any changes in salary rates or the classifications as outlined in Schedule "A" shall not be put into effect until the Union Business Manager and the Bargaining Committee of the Union have been consulted.

### 6.2 Calculation of Hourly Rates

The hourly rate of an employee will be calculated as follows:

$$\text{Hourly Rate} = \frac{\text{Monthly Salary} \times 12}{52.178 \times 35 \text{ Hours per Week}}$$

### 6.3 Increments

- (a) Full-time employees who are in classifications up to and including pay grade 15 shall move from step 1 of the salary range to step 2 after the completion of six (6) months of service. Thereafter such employees shall receive incremental increases after the completion of each year of service until they reach the top step in the salary range. This Clause 6.3(a) does not apply to Security Guards who are covered by Clause 6.3(b).
- (b) Security Guards shall receive incremental increases after the completion of each six (6) months of service until they reach the top step in the salary range.

- (c) Full-time employees, other than those covered by Clauses 6.3(a) and (b), shall receive incremental increases after the completion of each year of service until they reach the top step in the salary range.
- (d) Part-time employees who are in classifications up to and including pay grade 15 shall move from step 1 of the salary range to step 2 of the salary range after the completion of nine hundred ten (910) hours of service. Thereafter such employees shall receive incremental increases after the completion of each one thousand eight hundred twenty (1820) hours of service until they reach the top step in the salary range. Part-time: Security Guards shall receive incremental increases after the completion of each nine hundred ten (910) hours of service until they reach the top step in the salary range. All other part-time employees shall receive incremental increases after the completion of each one thousand eight hundred twenty (1820) hours of service until they reach the top step in the salary range.
- (e) Incremental increases will be effective the pay period coincident with or next following the employee's anniversary date.

#### 6.4 Minimum Daily Pay

- (a) Subject to Clause 6.4(b), the Association shall pay employees reporting for work as required by the Association their regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of:
  - (1) two (2) hours' pay unless the employees are unfit to perform their duties or have failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board, or
  - (2) where employees commence work, four (4) hours pay unless the work is suspended because of inclement weather or other reasons completely beyond the control of the Association, in which case Clause 6.4(a)(1) applies.
- (b) The Association shall pay school students reporting for work on a school day as required by the Association their regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of two (2) hours' pay, whether or not they commence work.

#### 6.5 Shift Differential

Regular full-time employees and temporary full-time employees, working on a nine day fortnight, shall receive a shift premium of sixty cents (\$0.60) per hour for those regularly scheduled straight-time hours worked prior to 8:30 a.m. and/or after 5:15 p.m. Regular full-time employees and temporary full-time employees, working on a five

day work week, shall be eligible to receive a shift premium of sixty cents (\$0.60) per hour for those regularly scheduled straight-time hours worked prior to 9:00 a.m. and/or after 5:00 p.m. When the majority of such employee's regularly scheduled hours fall outside of the period set out in this article, the shift premium shall apply for their entire shift.

## 6.6 Pay for Acting Senior Capacity

- (a)
  - (1) Subject to Clause 6.6 (b), when an employee is temporarily required to accept the full responsibilities of a higher paying position and to perform all of the duties of such position, the employee shall be paid acting pay at the lowest step in the scale for the higher paying position that provides an increase for the employee over his/her current rate of pay.
  - (2) Subject to clause 6.6(b), when an employee is temporarily required to accept a majority of the responsibilities of a higher paying position and to carry out a majority of the duties of such position, the employee shall be paid partial acting pay based upon a percentage of acting pay under the above section. The actual level of acting pay employees receive under this section shall be set by the Employer after discussion with the Union, but in no event shall it be less than one-half ( $\frac{1}{2}$ ) the acting pay the employee would receive if he/she were eligible under section (i) above.
  - (3) Acting pay under the above subsections shall be paid for the full period the employee so acts, provided that acting pay must always be authorized in advance by the Director or designate in order for the above subsections to apply.
- (b) An employee shall not receive pay for acting in a senior capacity where such employee has been temporarily required to accept the responsibilities and carry out the duties of the senior position because of the absence of the incumbent of that senior position due to the Nine Day Fortnight.
- (c) When the Association requires that a bargaining unit position be filled on an acting basis, the senior bargaining unit employee having the necessary knowledge, experience, skill and ability to perform the work shall be appointed.

## 6.7 Percentage in Lieu of Benefits

- (a) Upon completion of the cumulative hours listed in Column 1, regular part-time and temporary employees, who are regularly assigned to work less than seventeen and one-half (17.5) hours per week, and casual employees shall be entitled to the appropriate percent of regular earnings specified in Column 2, in lieu of all benefits of this Agreement, including those providing for time off with

pay:

<u>Column 1</u>	<u>Column 2</u>
less than 455 hrs.	10%
455 hrs. to 1299 hrs.	13%
1300 hrs. or more	16%

- (b) At the time they are initially hired, regular part-time and temporary employees, who are regularly assigned to work seventeen and one-half (17.5) hours per week or more, may elect to receive the above percentages in lieu of all benefits of this Agreement, including those providing for time off with pay, except Group Life Insurance where the employee in question is required to be enrolled by the carrier. Employees opting for the percentage in lieu of benefits under this section, who are required to be enrolled in the Group Life Insurance, shall pay one hundred percent (100%) of the premium costs for such coverage.

## 7. HOURS AND DAYS OF WORK

### 7.1 Nine Day Fortnight

- (a) All full-time employees, except those covered by Clauses 7.1(b), 7.2 and 7.3, shall work a nine day fortnight.
- (b) Temporary employees hired to work for periods of less than one (1) month may, at the discretion of the Association, be required to work a five day week and, in such cases, those employees shall be subject to the provisions of Clause 7.2.
- (c) The normal hours of work for employees on the fortnight system shall be seven and three quarters (7.75) hours per day between 7:30 a.m. and 9:30 p.m. The Association shall have the right to establish the starting and stopping times for shifts under the fortnight system on the basis of its operational requirements, after discussing such change with the Union and the employees involved and after giving consideration to the employees' personal preferences.
- (d) **Employees on the fortnight system shall be scheduled to work either Monday through Friday with the fortnight day off being either the Monday or Friday of the second week scheduled so as to meet operational requirements; or Tuesday through Saturday with the fortnight day off being either the Tuesday or Saturday of the second week scheduled so as to meet operational requirements. The Association shall have the right to establish the shift schedule that applies to employees under the fortnight system on the basis of its operational requirements, after discussing such matters with the Union and the employees involved and after giving consideration to the employees' personal preferences.**

- (e) It is understood that employees may change their fortnight day off with the prior approval of the Director or designate.
- (f) Application of the Nine Day Fortnight system shall not produce any additional costs (i.e. overtime, additional staffing requirements or fringe benefits) to the Association.
- (g) A Nine Day Fortnight Committee comprising an equal number of representatives of the Association and the Union shall be formed with a mandate to discuss and, if possible, mutually agree, on changes to the nine day fortnight system. These discussions shall include the addition and/or deletion of individual employees to and/or from the Nine Day Fortnight system as the case may be. In the event that the Committee cannot agree, the matter shall be referred to the Director, or designate, and the Business Manager of the Union, or designate, for discussion. In the event that they cannot resolve the matter within thirty (30) calendar days, either party may refer the matter for resolution by arbitration under this Agreement.

## 7.2 Five Day Work Week

- (a) When it has been mutually agreed by the Union and the Association that any employees shall work a five (5) day week, the provisions of this Article 7.2 shall apply. The Union shall not unreasonably withhold its agreement in such situations.
- (b) The normal hours of work for employees on a five day work week shall be seven (7) hours per day, between 7:30 a.m. and 9:30 p.m. The Association shall have the right to establish starting and stopping times for shifts on the basis of its operational requirements, after discussing such matters with the Union and the employees involved and after giving consideration to the employees' personal preferences.
- (c) Employees on a five (5) day week shall be scheduled to work either Monday through Friday or Tuesday through Saturday. The Association shall have the right to establish the shift schedule which shall apply, after discussing such matters with the Union and the employees involved and after giving consideration to the employees' personal preferences.
- (d) In departments presently requiring a seven (7) day operation per week, the normal work week may be any five (5) days with two (2) consecutive days of rest.

### 7.3 Flexible Work Schedules

- (a) **The work of the following employees is such that they work a flexible work schedule: Curators, Associate Curators, Assistant Curators, Volunteer Resources Coordinator, Event Specialist, Public Relations Manager, Public Program Coordinator: General and Public Program Coordinator: Family & Children's Programs.**
- (b) Such employees shall not be subject to normal hours of work but shall receive their regular salary on the basis of a bi-weekly work schedule averaging one hundred and forty (140) hours over two (2) consecutive pay periods.
- (c) Upon giving advance notice and receiving the permission of the Director or designate, Curators will be allowed to work at home on exhibitions and/or catalogues. Visits to artists' studios by curators will be included in normal working hours.

### 7.4 Lunch Periods

A one (1) hour lunch period shall be provided each work day. This period shall be, if possible, midway between the commencement and the completion of the work shift. The length of an employee's lunch period may be reduced to one-half (1/2) hour at the request of the employee, provided operational requirements permit and approval has first been granted by the Director or designate. A reduction in the lunch period under this section shall not affect the number of paid hours an employee is required to work.

### 7.5 Rest Periods

There shall be two (2) rest periods of fifteen (15) minutes each per work day, one (1) in the first half of the work shift and one (1) in the second half of the work shift.

### 7.6 Rescheduling of Shifts

Employees may, with the permission of the Director or designate, reschedule their work shifts provided that this does not result in any additional costs to the Association.

## 8. WORKING CONDITIONS

### 8.1 Probationary Period

- (a) Any new full-time employee shall be considered to be in a probationary capacity until the completion of six (6) months continuous service. In the case of part-time and casual employees, nine hundred and ten (910) hours actually worked shall be considered to be six (6) months' continuous service.

- (b) The Association may dismiss probationary employees at any time during the probationary period if it does not find them suitable for regular employment, provided that the Association can show just and reasonable cause.
- (c) If such person continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of appointment.

## 8.2 Travel Allowances

Employees who, with prior approval of the Director or designate, use their personal automobiles for Association business, shall be reimbursed at the rate of 33.5 cents per km. /54 cents per mile for each km./mile travelled. No employees shall be obliged to use their personal vehicles. In the event employees opt not to use their vehicles, or prior approval is not received, transportation expenses in the form of bus fare or fare for other means of public transportation which is approved by the Director or designate shall be paid by the Association. Employees who use Association vehicles shall be provided with a gasoline credit card.

## 8.3 Expense Accounts

- (a) All necessary and reasonable expenses actually incurred by employees in the course of conducting business on behalf of the Association will be paid by the Association, if such expenditures comply with Association policy on expenses, as provided to employees from time to time.
- (b) Payment shall be made only on the basis of a Statement of Expenses reported by the employee and approved by the Association.
- (c) Employees will be required to present receipts substantiating claims for expenses when requested by the Association.
- (d) The right is reserved by the Association to develop, modify and amend its policy regarding allowable expenses.
- (e) The Association undertakes to advance such estimated cash as may reasonably be expected to cover the employee's expenses during the period of absence from the Gallery on Association business.

## 9. EMPLOYEE RIGHTS AND PROTECTIONS

### 9.1 Dismissal and Suspension

- (a) The Association shall not dismiss or discipline an employee bound by this Collective agreement except for just and reasonable cause.

- (b) If, upon joint investigation by the Union and the Association, or upon the decision of an Arbitration Board, it is determined that an employee has been dismissed for other than just and reasonable cause, the employee shall be, subject to the arbitration award **or** the mutual findings of the Union and the Association, reinstated to the former position. Terms of reinstatement shall be as agreed by the Union and the Association or as decided by the Arbitration Board.

## 9.2 Personnel File

An employee shall be given a copy of any document placed in the employee's file which may be the basis of disciplinary action. A copy of such document(s) shall be made available to the employee at the time of filing.

Should an employee dispute an entry in the file, the employee shall be entitled to recourse under the grievance procedure.

Adverse material shall be removed from an employee's file twelve (12) months after the incident, provided there has been no further reprimand or other discipline.

Any employee, accompanied by a Union representative at the request of the employee, shall have access to the employee's personnel file at a time mutually agreeable to the employee and the Association.

## 9.3 Resignation and Re-employment

- (a) Regular full-time employees who are absent from the service for less than one (1) year and who are rehired, shall have their seniority and applicable benefits reinstated. Their seniority and length of service shall be adjusted by the period of the absence.
- (b) Regular part-time and temporary employees, regularly scheduled to work seventeen and one-half (17.5) hours per week or more, who are absent from service for less than one (1) year and who are rehired, shall have their seniority and applicable benefits reinstated. Their length of service shall be adjusted by the period of the absence.
- (c) Regular part-time and temporary employees, regularly scheduled to work less than seventeen and one-half (17.5) hours per week, and casual employees, who are absent from the service for less than one (1) year and who are rehired, shall have their seniority reinstated.

- (d) When any employee is rehired within one (1) year of their last termination of service, pursuant to one of the above subsections, recognition of their previous related experience will be given in deciding their starting salary. The Director or designate will decide the appropriate step in the salary range in each case.

#### 9.4 Sexual Harassment

- (a) Employees have a right to work in an environment free from sexual harassment. The Association shall take such actions as are necessary with respect to any person in its employment who engages in sexual harassment in the workplace.
- (b) Sexual harassment is defined as any conduct, comment, gesture or contact of a sexual nature, whether on a one-time basis or in a continuing series of incidents, that
  - (1) might reasonably be expected to cause offence or humiliation to another employee, or that
  - (2) the employee might reasonably perceive as placing a condition of a sexual nature on employment or on any employment opportunity.
- (c) Employees wishing to file a complaint of sexual harassment with the Employer shall do so, in writing, to the Director or designate, or if the Director is involved in the complaint, to the President of the Board of Trustees or designate, within a reasonable period of time following the alleged offence. The Union shall receive a copy of all such complaints. The employee may be accompanied by a representative of the Union at all meetings she/he attends regarding the complaint, if the employee so desires. The employee shall be advised of this right.
- (d) The Director, the Board President, or their designates as the case may be, shall investigate the complaint and take such actions as are necessary to resolve the matter. The Association shall endeavour to complete its investigation within fourteen (14) calendar days following receipt of the complaint. If the actions taken to resolve the matter are not satisfactory to the employee making the complaint, the matter may be referred to arbitration under article 12.2 for resolution.
- (e) All complaints and discussions regarding complaints of sexual harassment lodged under this article shall be treated in the strictest confidence.

#### 9.5 Human rights

There shall be no discrimination exercised or practised with respect to any employee by reason of age, race, creed, colour, national origin, religion, political affiliation or

activity, sexual orientation, sex, marital status, place of residence, family status, physical or mental disability, nor by reason of membership or activity in the Union. Violations of the above may be handled by the grievance procedure.

## 9.6 Personal Duties

An employee shall not be required to perform duties of a personal nature for supervisory or management personnel. Employees' refusal to perform such duties shall not be considered a violation of the Agreement, nor shall it be grounds for disciplinary action.

## 9.7 Seniority

- (a) Seniority is defined as the length of service in the bargaining unit for all regular full-time employees and for all other employees as per clause 2(e)1), and shall include service with the Association prior to the certification or recognition of the Union. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, recall and access to preferred shifts, vacations and other such working conditions, as set out in other provisions of this Collective Agreement.
- (b) The Association shall maintain a seniority list showing the date upon which each regular full-time employee's service commenced and a seniority list for all other employees as calculated per clause 2(e)1). Where two (2) or more regular full-time employees commenced work on the same day, preference shall be in accordance with the date of applications for employment. An up-to-date seniority list shall be sent to the Union on request.
- (c) Employees shall not lose seniority rights if they are absent from work because of sickness disability, accident, labour disputes, or leave of absence approved by the Association.
- (d) Employees shall lose their seniority in the event that:
  - (1) they are discharged for cause and not reinstated;
  - (2) they voluntarily resign in writing and do not withdraw the resignation within two (2) working days;
  - (3) they voluntarily leave the bargaining unit, except as otherwise provided in this Agreement;
  - (4) in the case of regular full-time employees, and regular part-time employees regularly scheduled to work seventeen and one-half (17.5) hours per week or more, they are laid-off for more than one (1) year;

- (5) in the case of regular part-time employees regularly scheduled to work less than seventeen and one-half (17.5) hours per week, their position has been eliminated;
- (6) in the case of temporary employees, their temporary assignment has been completed;
- (7) in the case of casual employees, they are not reasonably available for work.

## 9.8 Disciplinary Meetings

When the Association intends to interview an employee for disciplinary purposes, the employee will be allowed to have a Union Representative present at the interview.

## 10. POSTING POSITIONS, FILLING VACANCIES AND PROMOTIONS

### 10.1 Posting Positions

- (a) The Association agrees before permanently filling any regular full-time, regular part-time, or temporary vacancy of six (6) weeks or more duration, notice of such vacancy shall be posted for eight (8) days in the staff coffee rooms. Subject to clause 10.1(d) of this Agreement, the Association is not required to consider any applications submitted after the posting period has expired.
- (b) All notices of vacancies posted pursuant to this Clause shall contain the following information:
  - (1) nature of position,
  - (2) general requirements,
  - (3) wage or salary rate or range,
  - (4) shifts (if any),
  - (5) anticipated length of any temporary assignment, and
  - (6) a statement that the vacant position is open to male and female applicants.
- (c) Where employees wish to apply for a position which is expected to become vacant while they are on authorized leave of absence or on vacation, they may make application for such position before commencing their leave or vacation. If the position is posted prior to their return, such application shall be considered in their absence. An employee who is accepted for a position must be available for employment in that position not later than one (1) month following the date of acceptance.

- (d) If a position is posted while any employees are on an authorized leave of absence or on a vacation of not more than five (5) days, such employees, on their return, may apply for the position not later than three (3) calendar days following the expiry date of the posting, provided that no other person has been accepted for the position.
- (e) In cases where employees are absent from the Gallery premises for a period exceeding three (3) working days in the normal performance of their duties, the Association undertakes to notify by telephone such employees at the time a job is posted of the existence of any job posting for which they may wish to apply.

## 10.2 Filling Vacancies

In making promotions, transfers and demotions, the skills, knowledge and ability of the employees concerned shall be the primary considerations, and where such qualifications are equal, seniority shall be the determining factor, subject to the following preference order:

- (a) The following employees shall receive preference over outside applicants and other employee groups, and shall compete on an equal footing for posted vacancies for which they apply:
  - (1) Regular full-time employees, who have completed three (3) months continuous service, and
  - (2) Regular part-time employees, temporary and casual employees, who have actually worked one thousand two hundred (1200) hours in the twenty-four (24) month period immediately preceding the posting.
- (b) The following employees shall receive preference over outside applicants for posted vacancies for which they apply:
  - (1) Temporary full-time employees who have completed three (3) months continuous service, and
  - (2) Regular part-time employees regularly assigned to work seventeen and one-half (17.5) hours per week or more, who have completed four hundred and fifty-five (455) hours or more continuous service.
- (c) All other employees shall compete for posted vacancies on the same basis as outside applicants.

### 10.3 Temporary Positions

- (a) Where a regular full-time employee is appointed to a temporary position, the employee shall be returned to a position of equal value to the former position without loss of seniority when the temporary work is completed.
- (b) The Union may request that positions filled by temporary employees be examined by the Joint Union/Management Committee, at the end of three (3) months, to ascertain whether a regular position is indicated. If the position is deemed to be a regular position, it shall be posted and filled in the usual way at that time. Temporary employees who become regular employees as a result of this examination shall have all rights and benefits referable to length of service based on the original date of employment.
- (c) At the time of hiring, the Association shall provide all temporary employees whose assignment is expected to exceed one (1) month with a letter clearly stating the term of their temporary assignment. A copy of this letter will be sent to the Union.
- (d) Temporary employees who accumulate two thousand, five hundred and seventy-nine (2579) hours of employment over any eighteen (18) month period shall be converted to regular full-time employee status, after which they shall enjoy all of the rights and privileges of regular full-time employment.

### 10.4 Trial Period on Promotion

Employees shall serve a three (3) month trial period before being confirmed in the new position. During this trial period, employees must demonstrate to the Association that they can satisfy the requirements of the job. If the appointment is not confirmed, or should an employee decide not to continue in the position, the employee shall have the right to revert to a position of equal value for which the employee is deemed by the Association to be qualified.

### 10.5 Pay Rates on Promotion

The following provisions respecting pay rates shall apply to an employee on promotion:

- (a) When an employee is promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first step in the salary range of the new position unless the Association authorizes a higher starting rate.
- (b) When an employee is promoted to a non-supervisory position the pay range of which overlaps that of the former position, the rate of pay shall be one step above the employee's present rate.

- (c) If the duties of the position to which an employee is promoted include supervisory responsibilities and the pay range of such position overlaps that of the supervised employee or employees, the rate of pay shall be one step above the maximum step in the range of the highest rated supervised position.

## 11. LAYOFF, BUMPING AND RECALL

This clause 11 does not apply to regular part-time employees, who are regularly assigned to work less than seventeen and one-half (17.5) hours per week, or to temporary and casual employees.

### 11.1 Layoff

- (a) When in the opinion of the Association conditions warrant the layoff of eligible employees, such layoff shall be done in reverse order of the employees' seniority within the bargaining unit among employees who are capable of performing the duties of positions which may remain to employees with less seniority.
- (b) Whenever a reduction in the number of positions is being contemplated, the Association shall advise the Union at least two (2) months in advance of the employees likely to be affected by receiving a layoff notice referred to in Clause 11.1 (c). Such notice to the Union will contain specific information relative to the number of employees affected, their names, job classifications, seniority dates and anticipated date the layoff will commence.
- (c) Employees affected by layoff shall receive notice in accordance with the following:

0 - 36 months service	4 weeks notice
37 - 60 months service	6 weeks notice
Over 60 months service	8 weeks notice
- (d) No layoff of employees shall take place until the provisions of Clauses 11.1 (b) and (c) have been fulfilled.

### 11.2 Bumping Rights

- (a) Employees laid off under Section 11.1 shall be permitted to displace (bump) other employees with less seniority, provided the employee who is seeking to bump has the skills, knowledge and ability to perform the work of the other position.

- (b) Employees who bump another employee under subsection (a) shall be permitted a reasonable familiarization period, in which to demonstrate that they can perform the duties of the new position in a satisfactory manner.
- (c) Employees seeking to bump another employee under subsection (a), shall make this desire known to the Association within **five (5)** working days of being notified of layoff or being declared redundant under this article, or such longer period as may be mutually agreed to by the Union and the Association when the circumstances of any case warrant.
- (d) When, as the result of a bump, an employee's current pay is above the rate for the position into which they bump, at the applicable step, the employee may elect one (1) of the following options, provided such election must be made prior to the employee assuming the duties of the new position. Should no election be made, the employee will be deemed to have elected option (1):
  - (1) suffer no reduction in their current rate of pay for a period of two (2) years, plus receiving all general pay increases and increments to which they would otherwise have been entitled during such period. Following this two (2) year period, the employee shall be paid the standard rate for the job into which they bump. During this two (2) year period, the Association may unilaterally promote such employee to any other vacant position for which he/she is qualified and which is valued above the position into which they bumped; or
  - (2) have their current rate of pay "blue circled". The maximum amount of blue circling protection any employee may receive under this article is four (4) pay grades above the rate applying to the position into which they bump. Blue circled employees shall receive fifty percent (50%) of the negotiated increases and fifty percent (50%) of their normal step increases, until such time as their blue circled rate of pay coincides with the rate for their new position, at the applicable step. Thereafter, the employee shall no longer be blue circled and shall receive the standard rate for the position into which they bumped.
- (e) The Association reserves the right to transfer such employees to positions of their original classification when a vacancy occurs, subject to the provisions of Clause 10 of this Collective Agreement and the seniority and capabilities of the employees.

### 11.3 Recall

- (a) The Association will at all times rehire laid-off employees according to the seniority of such laid off employees, without loss of seniority or benefit entitlement, prior to any new employee being hired, to a position which a laid-off employee is capable of filling.
- (b) A former employee must keep the Association informed of the address at which that employee can be reached and any offer of re-employment shall be made in person or by double registered letter addressed to the latest address so furnished by the former employee.
- (c) When an offer of employment has been so made, in accordance with (b) above, the former employee shall inform the Association of acceptance within forty-eight (48) hours and shall report for duty not later than twenty-one (21) calendar days from the date such re-employment was offered or such longer period as requested by the Association or as agreed between the Parties.
- (d) Laid-off employees engaged in other employment who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- (e) A laid-off employee who declines an offer of employment or who fails to report for duty in accordance with the provisions of Clause 11.3(c), shall be considered as no longer subject to recall, provided that the position to which the employee is recalled provides at least the same level of remuneration as the position from which the employee was laid off.
- (f) The Association agrees to supply on request of the Union the names of the laid-off employees contacted in the filling of a particular vacancy and that of the engaged employee.
- (g) Laid-off employees shall remain on the recall list for a period of one (1) year.

## 12. GRIEVANCE AND ARBITRATION PROCEDURE

When a difference arises between an employee and the Association or between the Association and the Union related to the dismissal, discipline or suspension of an employee or to the interpretation, application, operation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, it shall be finally and conclusively settled, according to the grievance and arbitration procedure which follows.

## 12.1 Grievance Procedure

- (a) Except for Association and union grievances, all grievances shall be resolved as follows:

Step 1: Employees involved shall first take up the grievance with their immediate supervisor or, in the supervisor's absence, the department head, within ten (10) working days of the circumstance giving rise to the grievance or of the grievor becoming aware of the existence of a possible grievance. Employees may, at their option, be accompanied by a Union Steward or representative.

Step 2: If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing, and the employee and Union Steward or representative shall submit it to the Director or designate no later than the fifth (5th) working day following the date of response to Step 1 above. The Director or designate shall reply in writing within the next ten (10) working days.

Step 3: If a satisfactory settlement is not reached at Step 2, the grievance may be referred to Step 3 within ten (10) working days of the Association's reply at Step 2. The Union representative will meet with the Director or designate to discuss the grievance. If they are unable to settle the grievance within ten (10) working days of the date the grievance was referred, then either Party may give written notice of arbitration.

- (b) Time limits may be extended beyond those herein stipulated by the mutual agreement of the Director or designate and the Union representative, but for only the most serious of reasons.
- (c) If either Party fails to act within any of the above time limits, or within an agreed upon extension, it will be deemed that the Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union or the Association withdraws the grievance.
- (d) Grievances submitted by the Association or by the Union other than those identified above shall be in writing and shall be submitted at Step 3 within ten (10) working days of the event giving rise to the grievance, or of the Union or the Association becoming aware of the grievance.

## 12.2 Arbitration

- (a) Unless the Parties mutually agree to the use of a single arbitrator, the Arbitration Board shall consist of three (3) members.
- (b) The Party desiring arbitration shall name its nominee to the Arbitration Board in

the notice of arbitration referred to in Clause 12.1.

- (c) Within five (5) working days of receipt of the notice of arbitration, the other Party shall, in writing, name its nominee.
- (d) Within a further ten (10) working days, the two nominees shall agree upon an impartial chairperson. Failing agreement upon a person willing to act, either Party may apply to the Minister of Labour to appoint a chairperson. Whenever possible, hearings should commence within thirty (30) days of the appointment of the Chairperson.
- (e) The Arbitration Board shall hear the Parties, settle the terms of the question to be arbitrated and make an award. The Board shall deliver its award, in writing, to each of the Parties, and this award shall be carried out forthwith. The Board shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.
- (f) Each Party shall pay its own costs and expenses of the arbitration and its nominee and one-half (1/2) the remuneration and disbursements or expenses of the Chairperson.
- (g) The following individuals shall be selected in rotating order, if available to act, when the parties appoint a chairperson for a three (3) person arbitration panel or single arbitrator under this article (12.2). Should none of the listed individuals be available to act, the parties shall mutually agree upon a substitute. Should the parties fail to agree in such circumstances, the Minister of Labour may be requested by either party to appoint the substitute:
  - Allan Hope
  - Don Munroe
  - John Kinzie
  - Stephen Kelleher

### 12.3 APPOINTMENT OF TROUBLESHOOTER

- (a) At any time prior to arbitration, the parties may mutually agree to refer any grievance to a Section 112 Troubleshooter pursuant to the following sections:
- (b) Where 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 whether a matter is arbitrable, Mr. Vince Ready, or a substitute agreed to by the parties, shall:
  - (1) investigate the difference;
  - (2) define the issue in the difference; and

- (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days, time does not run in respect of the grievance procedure.
- (c) The recommendations of the Troubleshooter shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
- (d) The parties shall each pay one third (1/3) of the fees and expenses of the Troubleshooter and the Minister of Finance of the Province of B.C. shall pay the remaining one third (1/3).

### 13. TECHNOLOGICAL CHANGE

- (a) No regular employee shall lose employment or suffer a reduction in hours or wages due to any technological change.
- (b) Technological change means:
  - (1) the introduction by the Association of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used; or
  - (2) a change in the manner in which the Association carries out its work, undertaking or business related to the introduction of that equipment or material.
- (c) The Association shall notify the Union at least ninety (90) days before the introduction of any technological change. Any disputes arising in relation to technological change shall be discussed between representatives of the two Parties.
- (d) Where the Association introduces, or intends to introduce, a technological change, either Party may, if a dispute arises that cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 12.2 of this Collective Agreement, bypassing all other steps in the grievance procedure.
- (e) The Arbitration Board shall decide whether or not the Association has introduced, or intends to introduce, a technological change, and upon deciding that the Association has or intends to introduce a technological change, the Arbitration Board:
  - (1) shall inform the Minister of Labour of its findings; and

- (2) shall then make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of this Collective Agreement unless the change alters significantly the basis upon which this Collective Agreement was negotiated;
  - (ii) that the Association reinstate any employees displaced by reason of the technological change;
  - (iii) that the Association pay to those employees such compensation in respect of their displacement as the Arbitration Board considers reasonable or;
  - (iv) make such other order as the Arbitration Board deems appropriate.

## 14. OVERTIME, CALLOUT AND STANDBY

### 14.1 Overtime

- (a) Overtime is defined as time worked:
  - (1) immediately preceding or immediately following an employee's regular shift; or
  - (2) at any other time, other than an employee's regular day off provided the request has been made prior to the end of the employee's previous regular shift.
- (b) All work on an employee's regularly scheduled day off shall be considered Callout, as defined in Clause 14.3(a).
- (c) Every employee who is requested to work overtime shall at the time of working such overtime elect whether to be paid for it or to receive compensating time off.
- (d) No employee shall be entitled to claim overtime pay or compensating time off unless the overtime work has been authorized by the Director or the Administrative Officer or his/her designate.
- (e) An employee who elects to be paid for overtime shall be paid for it in the following manner:
  - (1) one and one-half (1-1/2) times the employee's regular hourly rate of pay for the first two (2) hours of overtime worked on any regular working day

if worked immediately preceding or immediately following an employee's regular shift;

- (2) two (2) times the employee's regular hourly rate of pay for all overtime worked in excess of the first two (2) hours on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
  - (3) two (2) times the employee's regular hourly rate of pay for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift.
- (f) An employee who elects to take compensating time off shall be credited with compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime worked at the rate or rates of pay in effect at the time the overtime was worked. Such overtime shall be calculated in the manner set forth in Clause 14.1(e). An Employee shall not take any compensating time off without first receiving the approval of the Director or designate.
- (g) Employees who elect to receive compensating time off and who have not taken all of their time off by the 31st day of August of the year following the year in which the overtime was worked shall be paid out for the time not taken at the rate of pay in effect at the time the overtime was worked. If, however, employees attempt to but are not able to schedule compensating time off at a mutually agreeable time, they shall not be paid out but shall retain the compensating time credit.
- (h) When an employee is required to work on a Public Holiday, overtime rates will be applicable on the hours of work requested after the completion of the number of hours which constitute the employee's normal daily hours.
- (i) Overtime rates in the case of part-time and casual employees shall not apply unless and until the employee has worked the number of hours comprising the daily hours worked by a full-time employee in the same position. Part-time and casual employees may be regularly scheduled to work a maximum of five (5) days per week. Part-time and casual employees, who request to work on a sixth (6) day, shall be paid at straight time rates for so working, provided they have not worked more than thirty-five (35) hours in that week. The provisions of article 14.3 (c) shall apply when a part-time or casual employee works more than the number of hours comprising the weekly hours worked by a full-time employee in the same position.

- (j) **Provisions contained in this Clause 14.1 shall not apply to those employees working in the positions listed in article 7.3 (a), whose overtime provisions are contained in Clause 14.2.**

#### 14.2

**Employees working in the positions listed in articles 7.3 (a) shall not be subject to the overtime provisions of clause 14.1. These employees shall be paid overtime or shall receive compensating time off for any authorized work performed in excess of seventy (70) hours in each two (2) week pay period. The applicable overtime rate for these employees shall be one and one half (1 ½) times the employee's regular rate for the first eighteen (18) hours of overtime worked in the pay period and two (2) times the employee's regular hourly rate for all overtime hours worked beyond eighteen (18) hours in the period.**

#### 14.3 Call-out

- (a) Call-out is defined as being called back to work at any time following the completion of an employee's regular shift where prior notice as described in Clause 14.1(a)(2) has not been received or as any work performed on an employee's regularly scheduled day off.
- (b) An employee shall be paid for all hours worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours, at two (2) times the employee's regular hourly rate of pay. Such callout pay may be taken as compensating time off at the employee's option.
- (c) Employees requested to work on their regularly scheduled days off shall be paid for all hours worked plus one (1) hour's allowance for travelling to and from home, with a minimum of four (4) hours, at two (2) times the employees' regular hourly rate of pay. Such callout pay may be taken as compensating time off at the employees' option.

#### 14.4 Standby

- (a) An employee who stands by for a call to work between the end of normal day shift on the first day of work in a week and the beginning of normal day shift on the last day of work, in a week excluding Public Holidays, shall be paid one (1) hour's pay at the employee's regular hourly rate of pay for each period of eight (8) hours standing by, in addition to callout pay as earned under Clause 14.3.
- (b) An employee who stands by for a call to work at any time other than those identified in Clause 14.4 (a) shall be paid for (1) hour's pay at the employee's regular hourly rate of pay for each period of six (6) hours standing by, in addition to callout pay as earned under Clause 14.3.

- (c) In any case where a period of standby amounts to more than an exact multiple of six (6) or eight (8) hours, as the case may be, then if the balance amounts to half or less than half of a full period, the standby pay shall be one-half (1/2) hour at the employee's regular hourly rate of pay, while if the balance amounts to more than half of the full period, the standby pay shall be one (1) hour at the employee's regular hourly rate of pay.

#### 14.5 Meal Breaks

- (a) Upon completion of two (2) continuous hours of overtime immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of one-half (1/2) hour which the Association may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.
- (b) Upon completion of three and one-half (3-1/2) hours of work following a callout or following the commencement of prescheduled overtime occurring at any other time than immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of one-half (1/2) hour which the Association may permit to be started at any time within the three and one-half (3-1/2) hour period but, except in an emergency, no later than the end of the three and one-half (3-1/2) hours.
- (c) Upon completion of any succeeding four (4) hours, the employee becomes entitled to a further paid meal break of one-half (1/2) hour which, except in an emergency, shall be taken starting four (4) hours after the time the employee became entitled to the previous meal break.
- (d) Pay for all meal breaks shall be at two (2) times the employee's regular hourly rate of pay.
- (e) Where because of an emergency, it is not feasible to provide a meal break at the otherwise designated time, it shall be taken as soon as possible, and in addition, the Association shall be responsible for supplying some reasonable form of nourishment at the time the employee would normally have been entitled to a paid meal break. The supplying of nourishment by the Association does not disqualify the employee from receiving the appropriate meal allowance as specified in Clause 14.6.
- (f) The provisions of this Clause shall apply to Curators, Associate Curators and Assistant Curators when they are working as part of a crew installing an exhibit at the Vancouver Art Gallery and have worked in excess of their normal working day.

## 14.6 Meal Allowances

- (a) The Association will not be responsible for supplying nourishment to employees in any other circumstances except as specified in Clause 14.5(e).
- (b) Except as provided in Clause 14.6(c) the Association shall reimburse to the employee the following meal allowances:
  - (1) \$8.25 for the first meal break; and
  - (2) \$2.75 for each succeeding meal break.
- (c) When employees work overtime other than immediately preceding or immediately following their regular shift and/or when they are notified prior to the end of the preceding day that overtime is likely to last at least four (4) hours, the Association shall reimburse employees for their expenses incurred in purchasing overtime meals to the following amounts:
  - (1) No allowance for the first meal break;
  - (2) \$8.25 for the second meal break; and
  - (3) \$2.75 for each succeeding meal break.
- (d) No receipts will be required.
- (e) The provisions of this Clause shall apply to Curators, Associate Curators and Assistant Curators when they are working as part of a crew installing an exhibit at the Vancouver Art Gallery and have worked in excess of their normal working day.

## 15. VACATIONS

### 15.1 Vacation Entitlement

- (a) Vacation entitlement is earned on the basis of a full calendar year of service. Employees leaving the service of the Association during the calendar year shall receive vacation credit in accordance with Clause 15.2 of this Collective Agreement.
- (b) In the first part calendar year of service, vacation will be granted on the basis of eight and three quarter (8 3/4) hours for each month or portion of a month greater than one-half (1/2) worked by the 31st day of December.
- (c) Employees shall receive one hundred five (105) hours' vacation during their first (1st) full calendar year of service.
- (d) Employees shall receive one hundred twelve (112) hours' vacation during their second (2nd) full calendar year of service.

- (e) Employees shall receive one hundred nineteen (119) hours' vacation during their third (3rd) full calendar year of service.
- (f) Employees shall receive one hundred twenty six (126) hours' vacation during their fourth (4th) full calendar year of service.
- (g) Employees shall receive one hundred forty (140) hours' vacation annually during their fifth (5th) to ninth (9th) full calendar years of service.
- (h) Employees shall receive one hundred seventy-five (175) hours' vacation annually during their tenth (10th) to fourteenth (14th) full calendar years of service.
- (i) Employees shall receive two hundred ten (210) hours' vacation annually during their fifteenth (15th) and all subsequent full calendar years of service.
- (j) Vacations for Regular Part-Time Employees shall be prorated based on the percentage of full-time weekly hours that the employees work.

15.2 Vacation on Termination of Service

- (a) Employees leaving the employment of the Association prior to the completion of their first part calendar year of service shall receive six percent (6%) of their gross earnings in lieu of vacation less the value of any paid vacation leave already taken.
- (b) Where an employee, other than an employee covered by Clause 15.2(a) above, leaves the employ of the Association and has not yet been given any or all the annual vacation to which the employee is entitled, the Association shall pay to that employee an amount equal to two percent (2%) of gross earnings for each thirty-five (35) hours of vacation to which the employee is entitled less the value of any paid vacation leave already taken. The formula for determining this payment shall be:

$$\frac{\text{hours of vacation entitlement}}{35} \times .02 \times \text{gross earnings}$$

- (c) If an employee's paid vacation taken exceeds the vacation earned, a prorated adjustment will be made to that employee's final pay cheque in order to reimburse the Association.

15.3 Vacation on Retirement

- (a) Employees retiring from the service of the Association are entitled to vacation as follows:

- (1) if retiring prior to the first (1st) day of April, they receive half of the usual vacation;
  - (2) if retiring the first (1st) day of April or later, they receive the full annual vacation.
- (b) Employees in their eighteenth (18th) year of service and up to their twenty-fifth (25th) year of service and entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to thirty-five (35) hours per year of their vacation into an Early Retirement Bank. Employees with more than twenty-five (25) years of service and entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to seventy (70) hours per year of their vacation into an Early Retirement Bank. Such deferred vacation can be taken only immediately prior to retirement. The Association can, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

#### 15.4 Vacation Scheduling

- (a) For employees working the Nine Day Fortnight system, each day of vacation used shall equal seven and three-quarter (7-3/4) hours. For employees working a five day week, each day of vacation used shall equal seven (7) hours.
- (b) Vacation shall be granted to employees throughout the year and consideration will be given to individual requests for vacation time, but final allotment of vacation time shall be determined on the basis of the Association's operating requirements. However, not more than one hundred five (105) hours' vacation may be taken at one time as a general rule. Exceptions will be considered by the Director or designate, if the employee makes written request and provides a good reason for the request.
- (c) Except as provided for in Clause 15.4(d), vacation earned must be taken in the calendar year or before the 31st day of December of the following year.
- (d) An employee who is entitled to annual vacation of one hundred forty (140) hours or more in any year:
  - (1) shall take at least one hundred five (105) hours of such annual vacation during the year in which it is earned, and
  - (2) may defer the taking of any part of such annual vacation in excess of one hundred five (105) hours; provided, however, that the maximum deferred vacation that an employee may accumulate at any one time pursuant to this Clause 15.4(d) shall be one hundred forty (140) hours.

- (e) If a recognized holiday is observed during an employee's regular vacation, an extra day will be granted in lieu, at the mutual agreement of the employee and the Association.
- (f) An employee who becomes ill while on vacation shall have the relative portion of the vacation rescheduled, provided such illness is substantiated by a medical certificate.

#### 15.5 Pay During Vacation

Upon ten (10) days' written notice, employees may receive, prior to leaving on vacation, any pay cheques that would be issued during their vacation period.

#### 15.6 Long Service Recognition

- (a) In recognition of long service to the Association, employees shall receive an additional thirty-five (35) hours of vacation in their twenty-fifth (25th), thirtieth (30th), thirty-fifth (35th) and fortieth (40th) calendar year of service.
- (b) Employees who qualify must use this additional vacation within five (5) years of becoming entitled to it.

### 16. PUBLIC HOLIDAYS

- (a) Subject to Clause 16(f) all Regular and Temporary full-time employees who are receiving benefits shall be entitled to a holiday with pay on the following Public Holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by the Association to be a holiday.
- (b) Subject to Clause 16 (b), part-time employees receiving benefits shall receive public holiday pay on a prorated basis, in accordance with the percentage of full-time hours they actually worked in the thirty (30) calendar day period immediately preceding the holiday. **In addition, if the holiday falls and is celebrated on a day that the part-time employee would have otherwise worked and the prorated holiday pay received for that day is less than the employee would have been paid by so working, the employee shall be given the opportunity to work additional time on another of his/her scheduled working days to make up the difference, or the employee may use vacation time to make up the difference.**
- (c) When a Public Holiday occurs on a Saturday or Sunday and either the Government of British Columbia or the Government of Canada declares that the holiday shall be observed on another day, that day shall be deemed to be the

Public Holiday. If the two Governments do not declare that the holiday be observed on the same day or if neither Government declares that the holiday be observed on another day then the Association shall declare either:

- (1) that the holiday be observed on the preceding Friday or the following Monday; or
  - (2) that some employees, as designated by the Association, shall observe the holiday on the preceding Friday and the remainder of the employees shall observe the holiday on the following Monday.
- (d) When Christmas Day and Boxing Day fall on a Saturday and Sunday respectively, the preceding Friday and the following Monday shall be deemed to be the holidays.
- (e) When a Public Holiday falls on an employee's regularly scheduled fortnight day off, a mutually agreeable compensating day off will be allowed.
- (f) When employees, except those receiving a percentage in lieu of paid benefits, are required to work on a Public Holiday as provided for in Clause 16(a) and (b), they shall be paid at two (2) times their regular hourly rate of pay for all hours worked on the holiday, and in addition shall be given time off equivalent to one (1) day in lieu of that Public Holiday. For the purposes of this Clause 16(f) a Public Holiday does not include a holiday declared by the Association pursuant to Clause 16(c) (2) unless the employee is entitled to that holiday with pay in lieu of a Public Holiday.
- (g) A Public Holiday will be treated as a normal working day for those employees receiving a percentage in lieu of benefits. Thus, these employees who work on a Public Holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a Public Holiday will not receive any pay or compensating time off in lieu of the holiday.
- (h) Whenever a Public Holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the holiday for the purposes of attracting premium rates for employees required to work on that day and work performed on the Saturday or Sunday shall not attract Public Holiday premium rates. However, if prior to the beginning of any calendar year the Association and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees required to work on Public Holidays, they may do so, but there may be only one premium day for such employees with respect to any one Public Holiday.

## 17. EMPLOYEE BENEFITS

### 17.1 Medical Coverage

- (a) Medical Services Plan: Regular full-time employees who have completed three (3) months of continuous service shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia with the Association paying seventy percent (70%) and each employee paying thirty percent (30%) of the premium. Effective June 1, 1998 the percentage paid by the Association will increase to seventy-five percent (75%) of the premium, and the employee portion will decrease to twenty-five percent (25%) of the premium.
- (b) Extended Health Care Plan: Regular full-time employees who have completed three (3) months of continuous service shall be entitled to be insured under the Extended Health Care Plan, including the eye vision care option, with the Association paying seventy percent (70%) and each employee paying thirty percent (30%) of the premium. Effective June 1, 1998 the percentage paid by the Association will increase to seventy-five percent (75%) of the premium, and the employee portion will decrease to twenty-five (25%) of the premium.
- (c) Regular part-time and temporary employees working seventeen and one-half (17.5) hours or more per week and electing benefits, and who have who have completed four hundred fifty-five (455) hours of work shall be entitled to medical coverage with premium payments to be shared. These employees shall pay thirty percent (30%) of the premium costs and the Association shall pay seventy percent (70%). Effective June 1, 1998 the percentage paid by the employee will decrease to twenty-five percent (25%) of the premium and the percentage paid by the Association will increase to seventy-five percent (75%) of the premium.

### 17.2 Dental Services Plan

- (a) All Regular Full-Time employees who have completed six (6) months continuous service, and all Temporary employees working more than seventeen and one-half (17.5) hours per week who have elected benefits and have completed eighteen hundred and twenty (1820) hours of continuous service, shall be entitled to the following dental plan:
  - (1) basic dental services (Plan A): paying for one hundred percent (100%) of the approved schedule of fees;
  - (2) prosthetics, crowns and bridges (Plan B): paying for fifty percent (50%) of the approved schedule of fees;

- (3) orthodontics (Plan C): paying for fifty percent (50%) of the approved schedule of fees for dependent children with a lifetime maximum of \$1500 per dependent.
  - (4) the premiums for the dental plan will be shared on the basis of sixty percent (60%) paid by the Association and forty (40%) paid by the employees.
- (b) Regular Part-Time Employees working seventeen and one-half (17.5) hours or more per week who have elected benefits, and have completed nine hundred ten (910) hours of work shall be entitled to the dental services plan. The premium payments for the dental plan will be shared on the basis of sixty (60%) paid by the Association and forty percent (40%) paid by the employee.

### 17.3 Group Life Insurance

- (a) Full-time employees who have completed three (3) months' continuous service will participate in a group life insurance policy at the rate of one and one-half (1-1/2) times their basic annual salary which shall be computed to the next higher \$1,000, or \$30,000, whichever is greater. Employees shall pay thirty percent (30%) of the premium costs and the Association shall pay seventy percent (70%). Effective June 1, 1998 the percentage paid by the Association will increase to seventy-five percent (75%) of the premium, and the employee portion will decrease to twenty-five percent (25%) of the premium. Employees shall be entitled to add additional units of \$1,000 coverage at their own expense.
- (b) Regular Part-Time and Temporary employees working seventeen and one-half (17.5) hours or more per week, who have completed four hundred fifty five (455) hours of work, will participate in group life insurance with premium payments to be shared. These employees shall pay thirty percent (30%) of the premium costs and the Association shall pay seventy percent (70%). Effective June 1, 1998 the percentage paid by the Association will increase to seventy-five percent (75%) of the premium, and the employee portion will decrease to twenty-five percent (25%) of the premium.

### 17.4 Pension Plan

The present pension plan with Manulife Group Services will be maintained during the term of this Collective Agreement. Regular Full-Time employees who have completed three (3) months' continuous service, Regular part-time employees who have elected benefits and completed four hundred fifty-five (455) hours' continuous service, and Temporary employees who have elected benefits and have completed eighteen hundred and twenty (1820) hours of continuous service, shall be eligible to participate in the Pension Plan.

## 17.5 Transfer Rights for CUPE Local 15 Members

CUPE Local 15 members hired directly from other employers will be enrolled on the first day of the month following their appointment with the Association in the following benefits: Medical Services Plan, Extended Health Benefits, Group Life Insurance and Dental Plan (if the employee was previously covered by a dental plan).

## 17.6 Long Term Disability Insurance Plan

Premiums for employees participating in the Long Term Disability Insurance Plan will be deducted on a monthly basis.

## 17.7 Same-Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such a person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) consecutive months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

## 18. SICK LEAVE

### 18.1 Sick Leave

- (a) No Sick Leave with pay shall be granted except after three (3) months' continuous service in the employ of the Association; except that regular full-time employees who have completed thirty (30) calendar days of continuous service and temporary full-time employees who have been hired to work for a term of three (3) months or more and have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than thirty-five (35) hours of Sick Leave with pay; provided that if any of such employees have been advanced Sick Leave with pay under this Clause and leave the service of the Association for any reason prior to the completion of three (3) months of continuous service, the advance payment shall be repaid to the Association by deduction from the employee's pay cheque.
- (b) For regular part-time and temporary employees working seventeen and one-half (17.5) hours or more per week and who have elected benefits, sick leave shall be prorated based on the percentage of full-time weekly hours that the employees work. Provisions for advancing sick leave and/or repaying same described in (a) above will also apply on a prorated basis.

- (c) Sick Leave of thirty-five (35) hours, or a prorated amount as per (b), shall be credited quarterly on the 31st day of March, the 30th day of June, the 30th day of September and the 31st day of December commencing with the completion of the first three (3) months of service.
- (d) Sick Leave entitlement at a given date shall be the accumulated credit at the last quarterly date less any Sick Leave with pay taken subsequent to that date. When sick credits are exhausted, no further credits are posted to the employee's record unless the employee returns to duty for at least five (5) consecutive working days.
- (e) When Sick Leave is earned for a period of less than three (3) months, a month shall be equivalent to a credit of ten and one-half (10-1/2) hours for full-time employees and this amount prorated for those employees covered under (b), and no credit shall be given for a part of a month.
- (f) Regular full-time employees who are employed as at January 10, 2001, may accumulate unused sick leave to a maximum of one thousand eight hundred and twenty-seven (1827) hours. Regular Full-time employees hired after January 10, 2001 may accumulate unused sick leave to a maximum of nine hundred and ten (910) hours.
- (g) A deduction shall be made from accumulated Sick Leave credits of all hours absent with pay due to illness or medical/dental appointments as per clause 18.3 and except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments. Deductions shall be made if the injury is not covered by Workers' Compensation solely because time absent is less than the qualifying period.
- (h) For all employees eligible for Sick Leave, each day of Sick Leave used shall equal their normal work day.
- (i) Employees requesting Sick Leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that they are unable to carry out their duties due to illness. The cost of such certificates shall be borne by the Association provided there is a charge over and above such amounts paid by the Medical Services Plan of B.C.
- (j) Full sick leave credits will continue to be earned during absences in the following circumstances:
  - (1) Compensable accidents, when the employee is on an approved WCB wage loss claim, for a maximum of twelve (12) consecutive months;

- (2) Leave due to illness, with pay, for a maximum of six (6) consecutive months;

During unpaid leave of greater than thirty (30) days, except for maternity and parental leave (not including extended parental leave), earned sick leave credits shall be reduced on a prorated basis, in accordance with the hours actually worked in each business quarter.

- (k) Employees may accumulate up to one (1) day of unused annual sick leave entitlement in each business quarter as a gratuity day, to a maximum of twenty (20) such gratuity days. Employees shall not be eligible to accumulate a gratuity day in respect to any quarter in which he/she uses paid sick leave in excess of four hours in that quarter.

Gratuity days shall be used at the discretion of the employee and, when used, shall be deducted from the employee's accumulated gratuity leave. (The intent of this article is that employees shall be permitted to take their gratuity days off whenever they desire, provided they give reasonable notice to the Association. This includes after an employee indicates to the Association that he/she intends to resign or retire, provided that sufficient time is available before such resignation or retirement date.)

Employees shall receive a pay-out equalling fifty percent (50%) of their unused accumulated gratuity days when they either resign or retire, but not when they are terminated for cause.

- (l) Employees shall be eligible to utilize up to three (3) days per year of their annual sick leave entitlement to attend to the illness of a parent, spouse or child living in the same household as the employee, whose illness makes it impossible for the employee to attend work as scheduled. The Director may, at his/her discretion, extend the time limit set out above or permit employees to utilize this article in the event of illness of other members of their immediate family, as defined in article 19(2)(a).
- (m) Subsections (1) notwithstanding, no employee shall receive family illness leave in any year sufficient to reduce his/her earned sick leave entitlement in that year below eighty-four (84) hours (ie .twelve (12) days).

## 18.2 Occupational Accident Payments

- (a) Where employees suffer from a disease or illness or incur personal injury (hereafter called the "disability"), and are entitled to compensation from the Workers' Compensation Board, they shall not be entitled to use Sick Leave credits for time lost due to any such disability.

- (b) All monies received by employees from the Workers' Compensation Board as compensation for loss of wages shall be paid to the Association, in return for which the Association shall pay the employees their regular wages, subject to Clause 18.2(d).
- (c) Where employees are paid their wages by the Association while they are absent from employment due to any disability other than one for which they would be entitled to receive Workers' Compensation benefits, and the employees subsequently recover these wages or any part of them from any source, then they shall pay the amount recovered to the Association. When the Association receives this amount the Association shall credit the employee with the number of days of Sick Leave proportionate to the amount recovered.
- (d) Employees receiving Workers' Compensation Allowance will be paid full salary for a maximum of one (1) year plus the equivalent of the accumulated Sick Leave credit. The Sick Leave credit would be charged with the time in excess of one (1) year and the Association would receive the Workers' Compensation Board cheque for the full period. Employees receiving Workers' Compensation Allowance for a recurrence of a disability suffered prior to employment by the Association will not be subject to payment of full salary.

### 18.3 Medical and Dental Appointments

Full-time employees shall be allowed up to twelve (12) hours in any calendar year for personal medical and dental appointments. Regular part-time and temporary employees working seventeen and one-half (17.5) hours or more per week, and who have elected benefits, shall also be allowed medical and dental appointment leave prorated, based on the percentage of full-time weekly hours an individual employee works. Should an employee require additional time off for this purpose, it shall be charged to his/her sick leave credits in minimum one-half ( $\frac{1}{2}$ ) hour blocks.

## 19. ABSENCE FROM DUTY

### 19.1 Maternity and Parental Leave

- (a) Pregnant employees shall be granted maternity leave for a period of up to twelve (12) consecutive months, without pay.
- (b) Natural fathers and adoptive parents shall be granted parental leave of up to **thirty-seven (37) consecutive weeks of unpaid leave for the natural father beginning after the child's birth and within fifty-two (52) weeks after that event, or for adoptive parents within fifty-two (52) weeks after the adopted child is placed with the parent.**

- (c) Parental leaves under this section (b) shall be taken within fifty-two (52) weeks of the date of birth of the child or within fifty-two (52) weeks after the date the child comes into the actual care and custody of the mother or father, as applicable.
- (d) An employee requesting maternity or parental leave will do so in writing and will provide the Director or designate with a medical certificate from the attending physician stating the estimated date of birth or a certificate stating the date of adoption. An employee will provide this certificate at least four (4) weeks before the expected start of the leave.
- (e) In normal circumstances, a pregnant employee will start maternity leave eight (8) weeks before the expected date of birth.
- (f) An employee who wishes to work during the last eight (8) weeks of pregnancy will be permitted to do so, if her doctor notifies the Association in writing that she can perform her duties and that her health will not be adversely affected. In this case, she will work for the period of time specified by her doctor. She will be reimbursed for any costs incurred as a result of providing the requested information.
- (g) Where an employee gives birth or her pregnancy is terminated before a request for maternity leave is made and the employee requests a leave and provides a certificate from her doctor stating that she has given birth or her pregnancy was terminated on a specified date, the Association will grant her parental leave as provided for in section 19.1(b).
- (h) Maternity leave for an employee who gives birth will not end until at least six (6) weeks following the date of birth unless she requests a shorter period. A request for a shorter period must be given in writing to the Director or designate at least one (1) week before the date that the employee indicates she intends to return to work and she must provide the Association with a certificate from the attending physician stating that she is able to return to work.
- (i) Where an employee on maternity leave who has given birth is, for reasons related to the birth or termination of a pregnancy as certified by her medical doctor, unable to return at the end of the leave, the Association will grant further leave without pay for a period specified by the attending physician, but not for a period exceeding six (6) consecutive weeks.

- (j) An employee is entitled to a further five (5) weeks parental leave immediately following parental leave under section 19.1(b), if:
  - (1) the new born child or adopted child will be at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and
  - (2) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- (k) The maximum period any employee may spend on leave under this article (19.1) is twelve (12) consecutive months, inclusive of all maternity leaves and all parental leave.
- (l) Employees who are on maternity leave shall give the Director or designate at least four (4) weeks notice prior to the date they are scheduled to return to work so that mutually acceptable arrangements may be made for their return. Should the employee fail to do so, she shall not be permitted to return until expiry of a four week notice period.
- (m) The service of employees who are on maternity leave, or who are on parental leave of up to **fifty-two (52)** consecutive weeks, shall be considered continuous or purposes of pension, medical and other plans beneficial to them. The service of employees who are on extended parental leave shall not be considered as service for purposes of earning vacation, public holidays, sick leave or increments.
- (n) During the first **twelve (12)** consecutive months that an employee takes leave under this article (19.1), the Association shall continue to pay its share of the premium costs for medical, extended health benefits, dental plan and group life insurance coverage, provided the employee continues to pay his/her share.
- (o) Employees, who are on maternity leave, shall be eligible to receive paid sick leave pursuant to Article 18 as a result of illness or disability occurring during the period of their leave which would make the employee unable to perform her usual duties were she at work provided they have sufficient sick leave to their credit and they furnish a certificate from a duly certified medical practitioner. When paid sick leave is granted to employees who are on maternity leave, it shall not be charged against the period of their maternity leave.
- (p) Employees who resume employment on the expiration of maternity leave, or who resume employment on the expiration of parental leave of **fifty-two (52)** consecutive weeks or less, shall be reinstated in all respects by the Association in the positions previously held or in comparable positions, and with all

increments to wages and benefits to which they would have been entitled had the leave not been taken. The Association shall make every reasonable effort to reinstate employees returning from extended parental leave into the positions they previously held. Failing this, the employee shall be placed in a comparable position.

- (q) If the Association has suspended or discontinued operations during a maternity or parental leave and has not resumed operations upon the expiry of the leave, the Association shall comply with section (q) on resumption of operations, subject to the layoff, bumping and recall provisions of this Agreement.
- (r) The Association shall not terminate an employee, or change a condition of his/her employment without the employee's written consent, because of the employee's maternity leave or pregnancy or because of the employee's parental leave, unless the employee has been absent for a period exceeding the leave. The burden is on the Association to prove that the termination of an employee or a change in a condition of employment without written consent under this subsection is not because of the maternity leave, pregnancy or parental leave.
- (s) **Effective May 23, 2006, the Employer shall maintain eighty percent (80%) of the normal straight-time pay of those pregnant regular employees who are on maternity leave during their initial two (2) week waiting period when they are waiting to commence EI maternity leave benefits. It is understood, in the event that EI makes maternity benefits available during this two (2) week period, the Employer shall only be required to top-up such EI benefits so that the net 80% pay rate is maintained.**

## 19.2 Compassionate Leave

- (a) Compassionate Leave in the case of the death of an employee's wife, husband, common-law spouse, same sex partner (as defined in article 17.7), child, ward, brother, sister, parent, guardian, grandparent or parent-in-law, or other relative if living in the employee's household, shall be granted without loss of pay for a period not to exceed three (3) working days. Employees who have been provided with Compassionate Leave and resign or are terminated from employment within the first six (6) months of employment shall be required to reimburse the Association for costs incurred for such Leave.
- (b) Any employee who qualifies for Compassionate Leave without loss of pay under Clause 19.2(a) and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney Allouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast

Regional District) shall be granted additional leave without loss of pay for a further period of two (2) working days.

- (c) Requests for leave under Clauses 19.2(a) and (b) shall be submitted to the Director or designate.
- (d) An employee who qualifies for Compassionate Leave without loss of pay under Clause 19.2(a) may be granted such leave when on annual vacation if approved by the Director or designate. An employee who is absent on Sick Leave with or without pay or who is absent on Workers' Compensation shall not be entitled to such leave without loss of pay.
- (e) Upon application to the Director or designate, an employee shall be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause 19.2(a).

### 19.3 Leave of Absence Without Pay

- (a) The Association shall make every effort to provide an employee with leave of absence without pay when a valid reason exists. The employee shall, as soon as possible, provide in writing to the Director or Administrative Officer the reason for same and the time required for such leave of absence. Further, the employee shall provide as much advance notice as is reasonable, taking into consideration the circumstances attendant to the request.

Employees on leave of absence under this section may continue their Medical Benefits, Extended Health Benefits, Dental Plan Benefits and Group Life Insurance for a maximum period of six (6) months after commencing their leave, provided the employee pays one hundred percent (100%) of the premium costs for same in advance to the Association. In the event that a leave greater than six (6) months duration is granted, the employee involved may apply through the Association to the carrier for an extension of the above time limit. Such extensions shall be granted at the sole discretion of the carrier, provided that the premium costs of the plan would not increase by so doing.

- (b) **Family Responsibility Leave – An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to**
  - (1) **the care, health or education of a child in the employee's care, or**
  - (2) **the care or health of any other member of the employee's immediate family.**

#### 19.4 Court Attendance and Jury Duty

Any employee called for jury duty or as a witness will be allowed time off during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Association.

#### 19.5 EMPLOYEE/EMPLOYER CONTACT

The Association shall not make a practice of contacting employees regarding their job duties, who are away from work on vacation, sick leave or other pre-authorized leaves, except in the case of emergency or where the employee involved has a work-sharing arrangement, which necessitates such contact.

### 20. HEALTH AND SAFETY

#### 20.1 Occupational Health and Safety Program

The Association shall initiate and maintain an occupational health and safety program designed to prevent injuries and occupational diseases.

The program shall include:

- (a) a statement of the Association's aims and the responsibilities of the Association's supervisors and workers;
- (b) provision for the regular inspection of premises, equipment, work methods and work practices, at appropriate intervals, to ensure that prompt action is undertaken to correct any hazardous conditions found;
- (c) appropriate written instructions to supplement the Workers' Compensation Board's Industrial Health and Safety Regulations. Copies of the instructions shall be available for reference by all employees;
- (d) provision for holding periodic management meetings for the purpose of reviewing health and safety activities and accident trends, and for the determination of necessary courses of action;
- (e) provision for the prompt investigation of accidents to determine the action necessary to prevent their recurrence;
- (f) the maintenance of records and statistics, including reports of inspections and accident investigations, with provision for making this information available to the Occupational Health and Safety Committee and, upon request, to an officer of the Workers' Compensation Board or the Union;

- (g) the establishment and maintenance of an Occupational Health and Safety Committee, constituted and functioning as required by Clause 20.2;
- (h) provision by the Association for the instruction and supervision of workers in the safe performance of their work.

## 20.2 Occupational Health and Safety Committee

- (a) The Occupational Health and Safety Committee shall have:
  - (1) three (3) employee members, employed at the operation and experienced in the types of work carried on at the operation,
  - (2) membership chosen by and representing the Union and the Association. In no case shall the Association's representatives outnumber those of the Union, and
  - (3) a chair and secretary elected from and by the members of the Committee. Where the chair is an Association member the secretary shall be a Union member and vice versa.
- (b) The Occupational Health and Safety Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the Occupational Health and Safety Program and shall promote compliance with the Industrial Health and Safety Regulations.
- (c) Without limiting the generality of the foregoing, the Committee shall:
  - (1) determine that regular inspections of the place of employment have been carried out;
  - (2) determine that accident investigations have been made;
  - (3) recommend measures required to attain compliance with the Industrial Health and Safety Regulations and the correction of hazardous conditions;
  - (4) where feasible, appoint at least one (1) Union member and one (1) Association member to participate in such inspections and investigations;
  - (5) determine that the structures, equipment, machinery, tools, methods of operation and work practices are in accordance with the Industrial Health and Safety Regulations;

- (6) consider recommendations from the work force in respect to occupational health and safety matters and recommend implementation where warranted;
- (7) hold regular meetings at least once each month for the review of:
  - (i) reports of current accidents or occupational diseases, their causes and means of prevention, and
  - (ii) remedial action taken or required by the reports of investigations and inspections, and
  - (iii) any other matters pertinent to occupational health and safety;
- (8) record the proceedings of the Committee in a form acceptable to the Workers' Compensation Board and forward the minutes promptly to the Association, which shall make copies available to those involved in the Occupational Health and Safety Program and shall forward a copy to the nearest Board office. When requested, copies shall be forwarded to the Union.

### 20.3 First Aid Attendant

- (a) The Association shall pay a First Aid Allowance of sixty cents (\$0.60) per hour worked to one (1) member of the bargaining unit who holds a Level II Industrial First Aid Ticket and who has been designated by the Association as the First Aid Attendant. The First Aid attendant so designated shall be paid the First Aid Allowance while he/she is on vacation, or during periods of paid leave up to thirty (30) calendar days.
- (b) Other bargaining unit members who hold a Level II First Aid Ticket and who are designated by the Association to temporarily perform the duties of the First Aid Attendant, shall receive a premium of thirty cents (\$0.30) per hour for all hours worked, which premium shall be paid while the employee is on vacation or during periods of paid leave up to thirty (30) calendar days. When such employee actually relieves the designated First Aid Attendant, this premium shall be increased to sixty cents (\$0.60) per hour.
- (c) The training required by employees covered by the above subsections to obtain and/or maintain a Level II Industrial First Aid Ticket shall be paid for by the Association. Such training shall be provided during normal working hours.

## 20.4 VDT Use and Protection

VDT Terminal Usage shall comply with the requirements of the Workers' Compensation Act and the Regulations attendant thereto.

## 21. RECLASSIFICATION AND SALARY ADJUSTMENT

- (a) For the purposes of this Clause the following definitions shall apply:
  - (1) A classification change involving a change in title or salary due to a change in duties and responsibilities shall be termed a "reclassification."
  - (2) A classification change involving only a revision in salary without a change in duties or responsibilities shall be termed a "salary adjustment."
- (b) When a new position is created or when the content of an existing position is changed, the Association shall provide to the Union a new or revised class specification and the value assigned to it.
- (c) When an employee or the Union believes that the duties and level of responsibilities of a position has changed significantly or when they believe a position is inappropriately allocated to an existing class of positions, then they shall have the right to initiate a reclassification by notifying the Personnel Officer in writing. The Association shall provide to the employee and the Union the revised class specification and the value assigned to it.
- (d) When the Union believes that the value assigned to a class specification is no longer accurate, it shall have the right to initiate a salary adjustment by notifying the Personnel Officer in writing. The Association shall advise the Union of the result of such review.
- (e) The procedure used in reclassifications and salary adjustments shall be specified in Schedule "C" attached to this Collective Agreement.
- (f) If the Union disagrees with the value assigned in (b), (c), or (d) above or if the Union or the employee disagrees with the classification recommendation of the Association, they may lodge an appeal. Such appeals must be submitted in writing to the Personnel Officer within thirty (30) calendar days of the Union or employee being so notified of the results of the reclassification or salary adjustment.
- (g) In the event of an appeal, the matter will be referred to a Joint Committee consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Association. The Joint Committee shall attempt to resolve

the matter. If the Joint Committee reaches agreement, the decision shall be final and binding on both parties.

- (h) If the Joint Committee cannot resolve the matter, either party may refer the matter to Mr. John Kinzie, or a substitute agreed to by the parties, for arbitration. The decision of the arbitrator shall be final and binding and not subject to further appeal.
- (i) The arbitrator will hear the dispute and make a final and binding decision. The arbitrator shall be bound by the following:
  - (1) If the dispute concerns a reclassification, the arbitrator shall be empowered to determine whether or not the class specification accurately reflects the actual duties and responsibilities being performed in the position in question, and to determine whether or not the position should be allocated to another Art Gallery Class or whether the Association should prepare a new class specification to accommodate the position.
  - (2) If the dispute concerns the value assigned to a class specification or salary adjustment, the arbitrator shall determine the correct value. Comparisons are limited to class specifications and rates of pay in effect at the Vancouver Art Gallery or the City of Vancouver or, if no comparisons exist therein, to class specifications and rates of pay in effect in similar institutions in British Columbia.
- (j) In the event a position or class of positions is reclassified upwards, each incumbent will be placed on the lowest step of the new pay range which exceeds the incumbent's previous rate. The increment date and the date for any adjustment to the rate of pay of an incumbent whose position has been reclassified shall be retroactive to the date of initiation of the reclassification, or thirty (30) calendar days prior to the receipt of the completed classification questionnaire, whichever is later.
- (k) In the event a class of positions is revalued upwards, each incumbent occupying a position within such class will be placed on the same step of the new pay range as such incumbent occupied on the pay range for the class to which the incumbent's position previously belonged. The increment date for the incumbent of a position whose class has been revalued shall not be amended.
- (l) In the event a position or class of positions is reclassified downwards, or in the event a class of positions is revalued downwards, each incumbent of any such position shall be treated at the discretion of the Association in accordance with one or the other of the two following methods:

- (1) The incumbents shall with immediate effect have their rate of pay reduced to the appropriate new level for the class and shall at the earliest opportunity following such reduction be paid a lump sum equivalent to twenty-four (24) times the monthly difference in the case of salaried employees, or four thousand one hundred seventy-six (4,176) times the hourly difference in the case of hourly rated employees, between their former pay rate and their new reduced pay rate; or
- (2) For as long as the incumbents continue to occupy any position covered by this Collective Agreement they shall suffer no reduction in their rate of pay by virtue only of a reclassification downwards or a revaluation downwards and shall continue to receive all general pay increases and increments to which they would otherwise have been entitled; provided that at any time during the two (2) years immediately following the date when the position was reclassified or the class in which the position was grouped, was revalued, the Association may unilaterally promote such incumbents to any other vacant positions for which they are qualified, and which are valued at the same level as their positions were formerly valued.

## 22. OTHER PROVISIONS

### 22.1 Uniforms

Uniforms or other special apparel shall be provided by the Association for all employees required by the Association to wear such uniforms or other special apparel. The Association shall supply, launder and repair such uniforms or other special apparel as required without any cost to the employees. Such uniforms or other special apparel shall be the property of the Association and on terminating their services with the Association, employees shall return them.

### 22.2 Catalogues

- (a) Each employee shall be entitled to a copy of all catalogues produced by the Association.
- (b) Curators who have produced an exhibition catalogue may request a reasonable number of copies for themselves and for review and exchange purposes.
- (c) Regular employees shall be entitled to purchase one (1) of each catalogue co-produced by the Association and sold in the Gallery Shop for their personal use, at a price equivalent to the Gallery Shop's cost.

### 22.3 Coffee and Tea

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

### 22.4 Gallery Membership

All regular full-time and temporary full-time employees will be eligible after six (6) months' continuous employment, and regular part-time employees and temporary part-time employees who work seventeen and one-half (17.5) hours per week or more will be eligible after one (1) year of continuous employment, to a free Vancouver Art Gallery membership, for the length of their employment, subject to the Constitution of the Association.

### 22.5 Professional Development

- (a) Professional development is defined as any lecture, seminar, symposium or other activity, including extended practical training when available, mutually beneficial to the employee and the Association. Professional development may be initiated either by the employee or the Association.
- (b) Requests for professional development leave with pay shall be made in writing to the Director or designate at least ten (10) days in advance of the time required. Such requests shall not be unreasonably denied.
- (c) Upon the approval of the Director or designate, fees and expenses for professional development shall be paid by the Association.
- (d) There shall be a joint Union-Association Committee which shall investigate outside funding sources for professional development and which shall make any such sources known to all employees.

### 22.6 Miscellaneous Matters

- (a) Schedules "A", "B", "C", "D" and "E" annexed hereto shall form part of this Collective Agreement.
- (b) Wherever the singular is used in this Collective Agreement, it shall be deemed to include the plural, and vice versa, wherever the context so requires.

### 22.7 Safety Shoes

The Association shall issue safety shoes to those regular full-time employees whom it, or the Workers' Compensation Board, requires to wear such protection, provided that in order to be eligible, employees must actually wear such footwear while they are at

work, and provided further that employees must turn in to their immediate supervisors those shoes which were previously issued and are worn out in order to receive a replacement.

**SIGNED on this 19th day of February, 2007 at the City of Vancouver in the Province of British Columbia.**

**BARGAINING REPRESENTATIVES FOR THE ASSOCIATION:**

“Paul Larocque”	“Tom Meighan”	“Julia Moser”
_____ Paul Larocque Associate Director	_____ Tom Meighan Director of Operations and Exhibition Production	_____ Julia Moser Human Resources Manager

**BARGAINING REPRESENTATIVES FOR THE UNION:**

“Paul Faoro”	“Wendy Bice”
_____ Paul Faoro President	_____ Wendy Bice Staff Representative

**BARGAINING COMMITTEE MEMBERS:**

“Sue Lavitt”	“Cecilia Pereyra”	“Nadia Thibault”
_____ Sue Lavitt Marketing Specialist	_____ Cecilia Pereyra Development Officer	_____ Nadia Thibault Receptionist
“Michael Trevillion”	“Bruce Wiedrick”	
_____ Michael Trevillion Lead Preparator	_____ Bruce Wiedrick Exhibition Coordinator	

**SCHEDULE "A" UPDATED JANUARY 2007**

**SCHEDULE "A"**

**JOB CLASSIFICATION**

<b><u>CLASSIFICATION</u></b>	<b><u>NUMBER</u></b>	<b><u>PAY GRADE</u></b>	
Accounting Administrator	112	22	
<b>Accounts Payable Administrator</b>	<b>110</b>	<b>17</b>	<b>(Dec 06)</b>
<b>Accounts Receivable Administrator</b>	<b>110</b>	<b>17</b>	<b>(Dec 06)</b>
Administrative Assistant	124	17(a)	
<b>Administrative Assistant to the Chief Curator</b>		<b>21</b>	<b>(Jan 06)</b>
Admissions/Information Clerk I	117	11	
Assistant Curator	601	22	
Assistant Curator "A"	614	20	
Assistant Registrar	615	19	
Assistant Security Supervisor	206	18	
Assistant Shop Manager	1000	20	
Associate Curator	602	24	
Audio Visual Technician I	403	15	
Audio Visual Technician II	401	18	
Audio Visual Technician III	400	21b	
Building Cleaner	201	12	
Building Maintenance Worker	204	15	
Building Service Worker	200	14	
Clerk II	107	13	
Clerk Steno II	102	12	
Clerk Steno III/Clerk Typist III	103	14	
Clerk Typist II	100	11	
Clerk Typist III	101	14	
Collections Manager/Head Registrar	605	29	
Computer Support Technician	408	18	
Conservation Assistant	610	20	
Conservator	609	25	
<b>Corporate Development and Found. Specialist</b>	<b>909</b>	<b>25</b>	<b>(Apr 03)</b>
Courier	203	13	
Curator	600	26	
Curatorial Assistant	612	17	
Curatorial Clerk	121	12	

<u>CLASSIFICATION</u>	<u>NUMBER</u>	<u>PAY GRADE</u>	
Data Entry Clerk		13	
Database Clerk	116	14	
<b>Development Assistant/Researcher</b>	<b>125</b>	<b>19</b>	<b>(Feb 02)</b>
<b>Development Coordinator</b>		<b>19</b>	<b>(July 05)</b>
<b>Development Officer, Database &amp; Financial Admin.</b>	<b>901</b>	<b>23</b>	<b>(May 05)</b>
<b>Development Officer, Membership &amp; Annual Giving</b>	<b>906</b>	<b>23</b>	<b>(April 04)</b>
Event Specialist	907	23	
Exhibitions Coordinator	607	25	
Gallery Animateur	805	15	
Gallery Animateur Assistant	807	11	
Gallery Rental Coordinator	902	17	
Group Booking Assistant	122	13	
Lead Preparator	304	20(c)	
Librarian	500	22	
Library Assistant	501	16	
Marketing/Development Coordinator	905	17	
Marketing Coordinator II	904	20	
<b>Marketing &amp; Promotions Manager</b>		<b>28</b>	<b>(Oct 05)</b>
Marketing Specialist	908	23	
<b>Media Arts Technician</b>	<b>409</b>	<b>19</b>	<b>(May 02)</b>
Network Administrator	405	23	
Office Clerk	123	12	
Payroll & Benefits <b>Administrator</b>	111	18	
<b>Photographer I</b>	<b>406</b>	<b>19</b>	<b>(Mar 03)</b>
Photographer II	402	23	
Preparator I	300	15	
Preparator II	301	19	
Preparator III	302	21(c)	
<b>Programming Assistant</b>	<b>808</b>	<b>15</b>	<b>(Feb 02)</b>
Public Programs Assistant	507	17	
Public Programs Coordinator: Family & Children's Programs	801	23	
Public Programs Coordinator: General Programs	800	23	
Public Relations Manager	903	25	

<b><u>CLASSIFICATION</u></b>	<b><u>NUMBER</u></b>	<b><u>PAY GRADE</u></b>
Receptionist	114	13(c)
Registrar – Exhibitions & Loans	603	<b>26</b>
<b>Registrar – Collections</b>	<b>604</b>	<b>26 (Dec 02)</b>
Registration Assistant	611	17
Relief Receptionist	119	12
<b>Rights and Reproductions Coordinator</b>	<b>404</b>	<b>17 (Mar 03)</b>
Security Attendant	212	11
Security Guard	207	11
Senior Gallery Animateur	806	16(c)
Shop Assistant	1001	11
Stationary Engineer I	209	19(a)
<b>Student Employee (d)</b>		
Volunteer Coordinator	803	23

- (a) The starting rate for this position is Step 3
- (b) The starting rate for this position is Step 4
- (c) The starting rate for this position is Step 5
- (d) The wage rate for each employee hired into this classification to be determined by the parties on a case by case basis.**

MONTHLY SALARY SCHEDULE						
	STEP	1	2	3	4	5

**Pay Grade 11**

Admissions/Information Clerk 1	2004	n/a	2257	2344	2427	2519
Clerk Typist II	2005	n/a	2280	2366	2452	2545
Gallery Animateur Assistant	2006	n/a	2348	2438	2525	2621
Security Attendant	2007	n/a	2424	2517	2607	2706
Security Guard	2008	n/a	2503	2599	2692	2793
Shop Assistant						

**Pay Grade 12**

Building Cleaner	2004	n/a	2344	2427	2519	2612
Clerk Steno II	2005	n/a	2366	2452	2545	2637
Curatorial Clerk	2006	n/a	2438	2525	2621	2717
Office Clerk	2007	n/a	2517	2607	2706	2805
Relief Receptionist	2008	n/a	2599	2692	2793	2896

**Pay Grade 13**

Clerk II	2004	n/a	2427	2519	2612	2713
Courier	2005	n/a	2452	2545	2637	2741
Data Entry Clerk	2006	n/a	2525	2621	2717	2823
Group Booking Assistant	2007	n/a	2607	2706	2805	2914
Receptionist (c)	2008	n/a	2692	2793	2896	3009

**Pay Grade 14**

Accounting Clerk I	2004	2427	2519	2612	2713	2818
Building Service Worker I	2005	2452	2545	2637	2741	2847
Clerk Steno III	2006	2525	2621	2717	2823	2933
Clerk Typist III	2007	2607	2706	2805	2914	3027
Database Clerk	2008	2692	2793	2896	3009	3126

**Pay Grade 15**

Audio Visual Technician I	2004	2519	2612	2713	2818	2928
Building Maintenance Worker	2005	2545	2637	2741	2847	2957
Gallery Animateur	2006	2621	2717	2823	2933	3047
Photographic Assistant	2007	2706	2805	2914	3027	3146
Preparator I	2008	2793	2896	3009	3126	3248
Programming Assistant						

<b>MONTHLY SALARY SCHEDULE</b>
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	<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Pay Grade 16</b>						
Library Assistant	2004	2612	2713	2818	2928	3039
Senior Gallery Animateur (c)	2005	2637	2741	2847	2957	3070
	2006	2717	2823	2933	3047	3161
	2007	2805	2914	3027	3146	3264
	2008	2896	3009	3126	3248	3371
<b>Pay Grade 17</b>						
Administrative Assistant (a)	2004	2713	2818	2928	3039	3158
Curatorial Assistant	2005	2741	2847	2957	3070	3190
Gallery Rental Coordinator	2006	2823	2933	3047	3161	3286
Public Programs Assistant	2007	2914	3027	3146	3264	3392
Registration Assistant	2008	3009	3126	3248	3371	3502
Marketing/Development Coordinator I						
Rights & Reproduction Coordinator						
Accounts Payable Administrator						
Accounts Receivable Administrator						
<b>Pay Grade 18</b>						
Assistant Security Supervisor	2004	2818	2928	3039	3158	3284
Audio Visual Technician II	2005	2847	2957	3070	3190	3318
Computer Support Technician	2006	2933	3047	3161	3286	3417
Payroll & Benefits Clerk	2007	3027	3146	3264	3392	3528
	2008	3126	3248	3371	3502	3642
<b>Pay Grade 19</b>						
Assistant Registrar	2004	2928	3039	3158	3284	3415
Development Assistant/Researcher	2005	2957	3070	3190	3318	3449
Development Coordinator	2006	3047	3161	3286	3417	3552
Media Arts Technician	2007	3047	3161	3286	3417	3552
Photographer I	2008	3146	3264	3392	3528	3668
Preparator II						
Stationary Engineer I (a)						

<b>MONTHLY SALARY SCHEDULE</b>
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	<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Pay Grade 20</b>						
Assistant Curator "A"	2004	3039	3158	3284	3415	3552
Assistant Shop Manager	2005	3070	3190	3318	3449	3587
Conservation Assistant	2006	3161	3286	3417	3552	3695
Lead Preparator (c)	2007	3264	3392	3528	3668	3815
Marketing Coordinator II	2008	3371	3502	3642	3788	3939
<b>Pay Grade 21</b>						
Audio Visual Technician III (a)	2004	3158	3284	3415	3552	3697
Preparator III (c)	2005	3190	3318	3449	3587	3733
Admin. Assistant to the Chief Curator	2006	3286	3417	3552	3695	3846
	2007	3392	3528	3668	3815	3971
	2008	3502	3642	3788	3939	4100
<b>Pay Grade 22</b>						
Accounting Administrator	2004	3284	3415	3552	3697	3844
Assistant Curator	2005	3318	3449	3587	3733	3882
Librarian	2006	3417	3552	3695	3846	3999
	2007	3528	3668	3815	3971	4129
	2008	3642	3788	3939	4100	4263
<b>Pay Grade 23</b>						
Development Officer, Database & Admin.	2004	3415	3552	3697	3844	4001
Development Officer, Membership	2005	3449	3587	3733	3882	4041
Events Specialist	2006	3552	3695	3846	3999	4162
Marketing Specialist	2007	3668	3815	3971	4129	4298
Network Administrator	2008	3788	3939	4100	4263	4438
Photographer II						
Public Programs Coordinator: Family & Children's Programs						
Public Programs Coordinator: General						
Volunteer Coordinator						
<b>Pay Grade 24</b>						
Associate Curator	2004	3552	3697	3844	4001	4162
	2005	3587	3733	3882	4041	4203
	2006	3695	3846	3999	4162	4330
	2007	3815	3971	4129	4298	4471
	2008	3939	4100	4263	4438	4616

<b>MONTHLY SALARY SCHEDULE</b>
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	<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Pay Grade 25</b>						
Conservator	2004	3697	3844	4001	4162	4331
Corporate Dev. & Found. Specialist	2005	3733	3882	4041	4203	4374
Exhibitions Coordinator	2006	3846	3999	4162	4330	4506
Public Relations Manager	2007	3971	4129	4298	4471	4652
	2008	4100	4263	4438	4616	4803
<b>Pay Grade 26</b>						
Curator	2004	3844	4001	4162	4331	4508
Registrar – Collections	2005	3882	4041	4203	4374	4553
Registrar – Exhibitions & Loans	2006	3999	4162	4330	4506	4689
	2007	4129	4298	4471	4652	4843
	2008	4263	4438	4616	4803	4999
<b>Pay Grade 27</b>						
	2004	4001	4162	4331	4508	4687
	2005	4041	4203	4374	4553	4735
	2006	4162	4330	4506	4689	4876
	2007	4298	4471	4652	4843	5034
	2008	4438	4616	4803	4999	5199
<b>Pay Grade 28</b>						
Marketing & Promotions Manager	2004	4162	4331	4508	4687	4875
	2005	4203	4374	4553	4735	4923
	2006	4330	4506	4689	4876	5071
	2007	4471	4652	4843	5034	5235
	2008	4616	4803	4999	5199	5406
<b>Pay Grade 29</b>						
Collections Manager/Head Registrar	2004	4331	4508	4687	4875	5069
	2005	4374	4553	4735	4923	5120
	2006	4506	4689	4876	5071	5273
	2007	4652	4843	5034	5235	5445
	2008	4803	4999	5199	5406	5622

- (a) The starting rate for this position is Step 3
- (b) The starting rate for this position is Step 4
- (c) The starting rate for this position is Step 5

<b>BI-WEEKLY SALARY SCHEDULE</b>
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	<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Pay Grade 11</b>						
Admissions/Information Clerk 1	2004	n/a	1038.10	1078.00	1116.50	1158.50
Clerk Typist II	2005	n/a	1048.60	1088.50	1127.70	1170.40
Gallery Animateur Assistant	2006	n/a	1080.10	1121.40	1161.30	1205.40
Security Attendant	2007	n/a	1115.10	1157.80	1199.10	1244.60
Security Guard	2008	n/a	1151.50	1195.60	1238.30	1284.50
Shop Assistant						
<b>Pay Grade 12</b>						
Building Cleaner	2004	n/a	1078.00	1116.50	1158.50	1201.20
Clerk Steno II	2005	n/a	1088.50	1127.70	1170.40	1213.10
Curatorial Clerk	2006	n/a	1121.40	1161.30	1205.40	1249.50
Office Clerk	2007	n/a	1157.80	1199.10	1244.60	1290.10
Relief Receptionist	2008	n/a	1195.60	1238.30	1284.50	1332.10
<b>Pay Grade 13</b>						
Clerk II	2004	n/a	1116.50	1158.50	1201.20	1248.10
Courier	2005	n/a	1127.70	1170.40	1213.10	1260.70
Data Entry Clerk	2006	n/a	1161.30	1205.40	1249.50	1298.50
Group Booking Assistant	2007	n/a	1199.10	1244.60	1290.10	1340.50
Receptionist (c)	2008	n/a	1238.30	1284.50	1332.10	1383.90
<b>Pay Grade 14</b>						
Accounting Clerk I	2004	1116.50	1158.50	1201.20	1248.10	1296.40
Building Service Worker I	2005	1127.70	1170.40	1213.10	1260.70	1309.70
Clerk Steno III	2006	1161.30	1205.40	1249.50	1298.50	1348.90
Clerk Typist III	2007	1199.10	1244.60	1290.10	1340.50	1392.30
Database Clerk	2008	1238.30	1284.50	1332.10	1383.90	1437.80
<b>Pay Grade 15</b>						
Audio Visual Technician I	2004	1158.50	1201.20	1248.10	1296.40	1346.80
Building Maintenance Worker	2005	1170.40	1213.10	1260.70	1309.70	1360.10
Gallery Animateur	2006	1205.40	1249.50	1298.50	1348.90	1401.40
Photographic Assistant	2007	1244.60	1290.10	1340.50	1392.30	1446.90
Preparator I	2008	1284.50	1332.10	1383.90	1437.80	1493.80
Programming Assistant						

<b>BI-WEEKLY SALARY SCHEDULE</b>
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	<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Pay Grade 16</b>						
Library Assistant	2004	1201.20	1248.10	1296.40	1346.80	1397.90
Senior Gallery Animateur (c)	2005	1213.10	1260.70	1309.70	1360.10	1411.90
	2006	1249.50	1298.50	1348.90	1401.40	1453.90
	2007	1290.10	1340.50	1392.30	1446.90	1501.50
	2008	1332.10	1383.90	1437.80	1493.80	1550.50
<b>Pay Grade 17</b>						
Administrative Assistant (a)	2004	1248.10	1296.40	1346.80	1397.90	1452.50
Curatorial Assistant	2005	1260.70	1309.70	1360.10	1411.90	1467.20
Gallery Rental Coordinator	2006	1298.50	1348.90	1401.40	1453.90	1511.30
Marketing/Development Coordinator I	2007	1340.50	1392.30	1446.90	1501.50	1560.30
Public Programs Assistant	2008	1383.90	1437.80	1493.80	1550.50	1610.70
Registration Assistant						
Rights & Reproduction Coordinator						
Accounts Receivable Administrator						
Accounts Payable Administrator						
<b>Pay Grade 18</b>						
Assistant Security Supervisor	2004	1296.40	1346.80	1397.90	1452.50	1510.60
Audio Visual Technician II	2005	1309.70	1360.10	1411.90	1467.20	1526.00
Computer Support Technician	2006	1348.90	1401.40	1453.90	1511.30	1571.50
Payroll & Benefits Clerk	2007	1392.30	1446.90	1501.50	1560.30	1622.60
	2008	1437.80	1493.80	1550.50	1610.70	1675.10
<b>Pay Grade 19</b>						
Assistant Registrar	2004	1346.80	1397.90	1452.50	1510.60	1570.80
Development Assistant/Researcher	2005	1360.10	1411.90	1467.20	1526.00	1586.20
Development Coordinator	2006	1401.40	1453.90	1511.30	1571.50	1633.80
Media Arts Technician	2007	1446.90	1501.50	1560.30	1622.60	1687.00
Photographer I	2008	1493.80	1550.50	1610.70	1675.10	1742.30
Preparator II						
Stationary Engineer I (a)						

BI-WEEKLY SALARY SCHEDULE						
	STEP	1	2	3	4	5

**Pay Grade 20**

Assistant Curator "A"	2004	1397.90	1452.50	1510.60	1570.80	1633.80
Assistant Shop Manager	2005	1411.90	1467.20	1526.00	1586.20	1649.90
Conservation Assistant	2006	1453.90	1511.30	1571.50	1633.80	1699.60
Lead Preparator (c)	2007	1501.50	1560.30	1622.60	1687.00	1754.90
Marketing Coordinator II	2008	1550.50	1610.70	1675.10	1742.30	1811.60

**Pay Grade 21**

Audio Visual Technician III (a)	2004	1452.50	1510.60	1570.80	1633.80	1700.30
Preparator III (c)	2005	1467.20	1526.00	1586.20	1649.90	1717.10
Admin. Assistant to the Chief Curator	2006	1511.30	1571.50	1633.80	1699.60	1768.90
	2007	1560.30	1622.60	1687.00	1754.90	1826.30
	2008	1610.70	1675.10	1742.30	1811.60	1885.80

**Pay Grade 22**

Accounting Administrator	2004	1510.60	1570.80	1633.80	1700.30	1768.20
Assistant Curator	2005	1526.00	1586.20	1649.90	1717.10	1785.70
Librarian	2006	1571.50	1633.80	1699.60	1768.90	1839.60
	2007	1622.60	1687.00	1754.90	1826.30	1899.10
	2008	1675.10	1742.30	1811.60	1885.80	1960.70

**Pay Grade 23**

Development Officer, Database & Admin.	2004	1570.80	1633.80	1700.30	1768.20	1840.30
Development Officer, Membership	2005	1586.20	1649.90	1717.10	1785.70	1858.50
Events Specialist	2006	1633.80	1699.60	1768.90	1839.60	1914.50
Marketing Specialist	2007	1687.00	1754.90	1826.30	1899.10	1976.80
Network Administrator	2008	1742.30	1811.60	1885.80	1960.70	2041.20
Photographer II						
Public Programs Coordinator: Family & Children's Programs						
Public Programs Coordinator: General						
Volunteer Coordinator						

**Pay Grade 24**

Associate Curator	2004	1633.80	1700.30	1768.20	1840.30	1914.50
	2005	1649.90	1717.10	1785.70	1858.50	1933.40
	2006	1699.60	1768.90	1839.60	1914.50	1991.50
	2007	1754.90	1826.30	1899.10	1976.80	2056.60
	2008	1811.60	1885.80	1960.70	2041.20	2123.10

<b>BI-WEEKLY SALARY SCHEDULE</b>
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	STEP	1	2	3	4	5
<b>Pay Grade 25</b>						
Conservator	2004	1700.30	1768.20	1840.30	1914.50	1992.20
Corporate Dev. & Found. Specialist	2005	1717.10	1785.70	1858.50	1933.40	2011.80
Exhibitions Coordinator	2006	1768.90	1839.60	1914.50	1991.50	2072.70
Public Relations Manager	2007	1826.30	1899.10	1976.80	2056.60	2139.90
	2008	1885.80	1960.70	2041.20	2123.10	2209.20
<b>Pay Grade 26</b>						
Curator	2004	1768.20	1840.30	1914.50	1992.20	2073.40
Registrar - Collections	2005	1785.70	1858.50	1933.40	2011.80	2094.40
Registrar - Exhibitions & Loans	2006	1839.60	1914.50	1991.50	2072.70	2156.70
	2007	1899.10	1976.80	2056.60	2139.90	2227.40
	2008	1960.70	2041.20	2123.10	2209.20	2299.50
<b>Pay Grade 27</b>						
	2004	1840.30	1914.50	1992.20	2073.40	2156.00
	2005	1858.50	1933.40	2011.80	2094.40	2177.70
	2006	1914.50	1991.50	2072.70	2156.70	2242.80
	2007	1976.80	2056.60	2139.90	2227.40	2315.60
	2008	2041.20	2123.10	2209.20	2299.50	2391.20
<b>Pay Grade 28</b>						
Marketing & Promotions Manager	2004	1914.50	1992.20	2073.40	2156.00	2242.10
	2005	1933.40	2011.80	2094.40	2177.70	2264.50
	2006	1991.50	2072.70	2156.70	2242.80	2332.40
	2007	2056.60	2139.90	2227.40	2315.60	2408.00
	2008	2123.10	2209.20	2299.50	2391.20	2486.40
<b>Pay Grade 29</b>						
Collections Manager/Head Registrar	2004	1992.20	2073.40	2156.00	2242.10	2331.70
	2005	2011.80	2094.40	2177.70	2264.50	2354.80
	2006	2072.70	2156.70	2242.80	2332.40	2425.50
	2007	2139.90	2227.40	2315.60	2408.00	2504.60
	2008	2209.20	2299.50	2391.20	2486.40	2585.80

- (a) The starting rate for this position is Step 3
- (b) The starting rate for this position is Step 4
- (c) The starting rate for this position is Step 5

HOURLY SALARY SCHEDULE						
	STEP	1	2	3	4	5

**Pay Grade 11**

Admissions/Information Clerk 1	2004	n/a	14.83	15.40	15.95	16.55
Clerk Typist II	2005	n/a	14.98	15.55	16.11	16.72
Gallery Animateur Assistant	2006	n/a	15.43	16.02	16.59	17.22
Security Attendant	2007	n/a	15.93	16.54	17.13	17.78
Security Guard	2008	n/a	16.45	17.08	17.69	18.35
Shop Assistant						

**Pay Grade 12**

Building Cleaner	2004	n/a	15.40	15.95	16.55	17.16
Clerk Steno II	2005	n/a	15.55	16.11	16.72	17.33
Curatorial Clerk	2006	n/a	16.02	16.59	17.22	17.85
Office Clerk	2007	n/a	16.54	17.13	17.78	18.43
Relief Receptionist	2008	n/a	17.08	17.69	18.35	19.03

**Pay Grade 13**

Clerk II	2004	n/a	15.95	16.55	17.16	17.83
Courier	2005	n/a	16.11	16.72	17.33	18.01
Data Entry Clerk	2006	n/a	16.59	17.22	17.85	18.55
Group Booking Assistant	2007	n/a	17.13	17.78	18.43	19.15
Receptionist (c)	2008	n/a	17.69	18.35	19.03	19.77

**Pay Grade 14**

Accounting Clerk I	2004	15.95	16.55	17.16	17.83	18.52
Building Service Worker I	2005	16.11	16.72	17.33	18.01	18.71
Clerk Steno III	2006	16.59	17.22	17.85	18.55	19.27
Clerk Typist III	2007	17.13	17.78	18.43	19.15	19.89
Database Clerk	2008	17.69	18.35	19.03	19.77	20.54

**Pay Grade 15**

Audio Visual Technician I	2004	16.55	17.16	17.83	18.52	19.24
Building Maintenance Worker	2005	16.72	17.33	18.01	18.71	19.43
Gallery Animateur	2006	17.22	17.85	18.55	19.27	20.02
Photographic Assistant	2007	17.78	18.43	19.15	19.89	20.67
Preparator I	2008	18.35	19.03	19.77	20.54	21.34
Programming Assistant						

HOURLY SALARY SCHEDULE						
	STEP	1	2	3	4	5

**Pay Grade 16**

Library Assistant	2004	17.16	17.83	18.52	19.24	19.97
Senior Gallery Animateur (c)	2005	17.33	18.01	18.71	19.43	20.17
	2006	17.85	18.55	19.27	20.02	20.77
	2007	18.43	19.15	19.89	20.67	21.45
	2008	19.03	19.77	20.54	21.34	22.15

**Pay Grade 17**

Administrative Assistant (a)	2004	17.83	18.52	19.24	19.97	20.75
Curatorial Assistant	2005	18.01	18.71	19.43	20.17	20.96
Gallery Rental Coordinator	2006	18.55	19.27	20.02	20.77	21.59
Marketing/Development Coordinator I	2007	19.15	19.89	20.67	21.45	22.29
Public Programs Assistant	2008	19.77	20.54	21.34	22.15	23.01
Registration Assistant						
Rights & Reproduction Coordinator						
Accounts Payable Administrator						
Accounts Receivable Administrator						

**Pay Grade 18**

Assistant Security Supervisor	2004	18.52	19.24	19.97	20.75	21.58
Audio Visual Technician II	2005	18.71	19.43	20.17	20.96	21.80
Computer Support Technician	2006	19.27	20.02	20.77	21.59	22.45
Payroll & Benefits Clerk	2007	19.89	20.67	21.45	22.29	23.18
	2008	20.54	21.34	22.15	23.01	23.93

**Pay Grade 19**

Assistant Registrar	2004	19.24	19.97	20.75	21.58	22.44
Development Assistant/Researcher	2005	19.43	20.17	20.96	21.80	22.66
Development Coordinator	2006	20.02	20.77	21.59	22.45	23.34
Media Arts Technician	2007	20.67	21.45	22.29	23.18	24.10
Photographer I	2008	21.34	22.15	23.01	23.93	24.89
Preparator II						
Stationary Engineer I (a)						

HOURLY SALARY SCHEDULE						
	STEP	1	2	3	4	5

**Pay Grade 20**

Assistant Curator "A"	2004	19.97	20.75	21.58	22.44	23.34
Assistant Shop Manager	2005	20.17	20.96	21.80	22.66	23.57
Conservation Assistant	2006	20.77	21.59	22.45	23.34	24.28
Lead Preparator (c)	2007	21.45	22.29	23.18	24.10	25.07
Marketing Coordinator II	2008	22.15	23.01	23.93	24.89	25.88

**Pay Grade 21**

Audio Visual Technician III (a)	2004	20.75	21.58	22.44	23.34	24.29
Preparator III (c)	2005	20.96	21.80	22.66	23.57	24.53
Admin. Assistant to the Chief Curator	2006	21.59	22.45	23.34	24.28	25.27
	2007	22.29	23.18	24.10	25.07	26.09
	2008	23.01	23.93	24.89	25.88	26.94

**Pay Grade 22**

Accounting Administrator	2004	21.58	22.44	23.34	24.29	25.26
Assistant Curator	2005	21.80	22.66	23.57	24.53	25.51
Librarian	2006	22.45	23.34	24.28	25.27	26.28
	2007	23.18	24.10	25.07	26.09	27.13
	2008	23.93	24.89	25.88	26.94	28.01

**Pay Grade 23**

Development Officer, Database & Admin.	2004	22.44	23.34	24.29	25.26	26.29
Development Officer, Membership	2005	22.66	23.57	24.53	25.51	26.55
Events Specialist	2006	23.34	24.28	25.27	26.28	27.35
Marketing Specialist	2007	24.10	25.07	26.09	27.13	28.24
Network Administrator	2008	24.89	25.88	26.94	28.01	29.16
Photographer II						
Public Programs Coordinator: Family & Children's Programs						
Public Programs Coordinator: General						
Volunteer Coordinator						

**Pay Grade 24**

Associate Curator	2004	23.34	24.29	25.26	26.29	27.35
	2005	23.57	24.53	25.51	26.55	27.62
	2006	24.28	25.27	26.28	27.35	28.45
	2007	25.07	26.09	27.13	28.24	29.38
	2008	25.88	26.94	28.01	29.16	30.33

<b>HOURLY SALARY SCHEDULE</b>
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	<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Pay Grade 25</b>						
Conservator	2004	24.29	25.26	26.29	27.35	28.46
Corporate Dev. & Found. Specialist	2005	24.53	25.51	26.55	27.62	28.74
Exhibitions Coordinator	2006	25.27	26.28	27.35	28.45	29.61
Public Relations Manager	2007	26.09	27.13	28.24	29.38	30.57
	2008	26.94	28.01	29.16	30.33	31.56
<b>Pay Grade 26</b>						
Curator	2004	25.26	26.29	27.35	28.46	29.62
Registrar - Collections	2005	25.51	26.55	27.62	28.74	29.92
Registrar - Exhibitions & Loans	2006	26.28	27.35	28.45	29.61	30.81
	2007	27.13	28.24	29.38	30.57	31.82
	2008	28.01	29.16	30.33	31.56	32.85
<b>Pay Grade 27</b>						
	2004	26.29	27.35	28.46	29.62	30.80
	2005	26.55	27.62	28.74	29.92	31.11
	2006	27.35	28.45	29.61	30.81	32.04
	2007	28.24	29.38	30.57	31.82	33.08
	2008	29.16	30.33	31.56	32.85	34.16
<b>Pay Grade 28</b>						
Marketing & Promotions Manager	2004	27.35	28.46	29.62	30.80	32.03
	2005	27.62	28.74	29.92	31.11	32.35
	2006	28.45	29.61	30.81	32.04	33.32
	2007	29.38	30.57	31.82	33.08	34.40
	2008	30.33	31.56	32.85	34.16	35.52
<b>Pay Grade 29</b>						
Collections Manager/Head Registrar	2004	28.46	9.62	30.80	32.03	33.31
	2005	28.74	29.92	31.11	32.35	33.64
	2006	29.61	30.81	32.04	33.32	34.65
	2007	30.57	31.82	33.08	34.40	35.78
	2008	31.56	32.85	34.16	35.52	36.94

(a) The starting rate for this position is Step 3

(b) The starting rate for this position is Step 4

(c) The starting rate for this position is Step 5

## **SCHEDULE "B"**

### **LETTERS OF UNDERSTANDING**

#### **1. EMPLOYEE ASSISTANCE PROGRAM**

The Parties shall form a joint committee, consisting of two (2) representatives appointed by each side, to select and/or develop a mutually acceptable Employee Assistance Program (EAP). As soon as possible following the Union's ratification of this Agreement, the Association shall apply for the Unemployment Insurance (UI) rebate, the employee's share of which shall be applied to the cost of the EAP. Once the parties have been advised of the acceptance or rejection of the UI rebate, they shall meet to discuss whether the EAP will be implemented or not based upon the level of funding available.

#### **2. BENEFITS COMMITTEE**

The Parties shall form a joint committee consisting of two (2) representatives appointed by each party to review and monitor the benefit plans (including pensions) currently in place at the Gallery. This Committee shall work by consensus and shall have a mandate to recommend changes to the existing benefit plans in order to improve benefit coverage, subject to the ratification of such changes by each of the parties.

#### **3. WORK DONE BY EXCLUDED PERSONNEL**

Nothing in this Collective Agreement shall be construed to restrict the right of the following persons, excluded from the Collective Agreement, to perform work normally done by them:

- (a) Director
- (b) Associate Director**
- (c) Chief Curator/Associate Director
- (d) Director of Operations and Exhibition Production**
- (e) Director of Development**
- (f) Director of Marketing & Communications**
- (g) Head of Public Programs
- (h) Controller**
- (i) Head of Museum Services
- (j) Manager, Human Resources**
- (k) Manager, Retail Operations**
- (l) Head of Building Services
- (m) Senior Curator (s)
- (n) Assistant Director of Development**
- (o) Administrative Assistant to the Director

- (p) Administrative Assistant / Board Secretary**
- (q) Administrative Assistant, Administration & Human Resources
- (r) Individuals who are serving an internship at the Vancouver Art Gallery but are under the auspices of another institution
- (s) Those employees excluded by the Labour Relations Code of British Columbia employed by the Association.

#### 4. MILEAGE

The Parties agree that the mileage reimbursement contained in Clause 8.2 of this Collective Agreement will be adjusted annually to be consistent with the casual mileage rate of the City of Vancouver.

#### 5. JOB SHARING

The Association agrees to give consideration, in accordance with the terms of this Letter, to all requests from regular full-time employees to participate in a job sharing arrangement.

Employees seeking to enter into a job sharing arrangement shall first seek approval for such arrangement from their Division Head. If the Division Head approves the proposed arrangement, the request shall be forwarded to the Director or designate and the Union for their approvals and to have the terms of the arrangement set-out in writing. When the Association rejects a job sharing request, the Union may request a meeting with the Division Head and the Director or designate to discuss the matter.

Job sharing arrangements shall be for a one (1) year renewable term, but may be cancelled at any time by the Union and the employee(s) involved or by the Association, provided thirty (30) days written notice of such cancellation is given. When a job sharing arrangement is cancelled or not renewed, the employee(s) involved shall revert to their previous hours of work.

The terms and conditions of job sharing arrangements entered into under this Letter shall include, but shall not be limited to, the following:

- (a) Job sharing participants shall earn seniority in accordance with article 9.7.
- (b) Job sharing participants who have regular full-time employee status prior to the commencement of the arrangement shall maintain such status and shall be eligible to exercise all of the rights and privileges thereof under the Agreement for the period of the arrangement.
- (c) Job sharing participants shall earn increments on the basis of accumulated hours actually worked.

- (d) Those terms and conditions of the Agreement relating to service, including entitlement to benefits (e.g. vacations, public holidays, sick leave and gratuity) and/or entitlement to benefit plans (e.g. Medical Services Plan, Extended Health Benefits, Dental and Group Life) shall be pro-rated in accordance with the hours each job share participant actually works.
- (e) New employees, who are hired to participate in a job sharing arrangement, shall be considered temporary part-time employees and shall be paid the percentage (%) of regular earnings in lieu of all benefits pursuant to article 6.7 of the Agreement.
- (f) When two (2) employees currently receiving benefits enter into a job sharing arrangement, they shall be eligible to receive the benefits plans they were receiving prior to the commencement of the arrangement (e.g. Medical Services Plan, Extended Health Benefits, Dental and Group Life), provided that the Association's share of total premium costs for such benefits does not exceed the amount it would have paid if only one employee was working in the position.
- (g) Job sharing participants who are contributing to a pension plan prior to the commencement of the arrangement shall continue to contribute to such plan, provided that the Association's total pension plan contributions do not exceed the amount it would have paid if only one employee was working in the position.
- (h) For purposes of earning increased vacation plateaus under article 15.1 and/or earning long service recognition vacation under article 15.6, the Association shall not adjust the start date of job sharing participants for the duration of the job share arrangement. Any future vacation and/or long service recognition vacation entitlement shall not be delayed as a result of time spent in a job sharing arrangement.

## 6. DERIVATION OF BI-WEEKLY RATES

The following formula will apply in determining the biweekly rates of pay.

$$\frac{\text{monthly rate} \times 12}{26.089 \times 70 \text{ hours}} = \text{Hourly rate}$$

Hourly rate X 70 = Biweekly rate (to 2 decimal places)

## 7. WORKLOADS

Any employee or group of employees concerned about their workload shall first discuss the matter with their immediate supervisor. When this discussion does not satisfy the employee's concerns, he/she/they may discuss the matter with the applicable Department or Division Head. When this discussion does not satisfy the employee's

concerns, he/she/they may discuss the matter with the Director or designate. The Director or designate shall investigate the matter and take such decisions as he/she feels are appropriate to resolve the matter. The decisions of the Director or designate, if any, shall be final and binding. The employee(s) involved shall have the right to have a shop steward or Union representative present during any discussions under this section and shall be advised of that right.

8. GOVERNMENT FUNDING

During the term of the current collective agreement, the parties shall jointly approach all levels of government to secure, if possible, any funding that may be made available for pay equity purposes.

9. POLICY AND PROCEDURES BOOKLET

During the term of this agreement, the Association shall develop and implement a Policy and Procedures Booklet which, upon completion, shall be provided to the Union. In addition, copies shall be made available for the use of employees in the workplace.

10. JOINT LABOUR/MANAGEMENT COMMITTEE

The parties shall form a joint Labour/Management Committee to discuss matters of mutual interest during the life of this Agreement.

11. EARLY RETIREMENT

Employees wishing to retire early, before the age of mandatory retirement (age 65), may request a meeting with the Director or designate to discuss how that desire might be accommodated. This discussion shall be on a without prejudice basis and the result of same, if any, shall not serve as a precedent for any subsequent early retirement discussions with other employees.

12. RECLASSIFICATION COMMITTEE

**The parties shall form a joint committee comprising up to three (3) members appointed by each side to discuss reclassification issues. This committee shall meet as soon as possible following May 8, 2006 and shall complete its work as expeditiously as possible.**

13. ADDITIONAL BENEFITS

**As part of the negotiated monetary package, the Employer will provide up to, but not exceeding, six thousand dollars (\$6000) to pay for increased ongoing annual Employer side premium costs resulting from improvement to the benefits provided under the Extended Health Benefits Plan – article 17.1 (b), and/or the Dental Plan**

**- article 17.2, the Group Life Insurance -article 17.3 and/or Pensions - article 17.4, provided always that the terms of each carrier's plan permit such improvement(s) and the benefit improvements do not become effective retroactively. The Benefits Committee (Schedule "B", section 2) shall meet to mutually determine the benefit improvements to be implemented pursuant to this undertaking, as soon as operationally possible following May 23, 2006.**

**14. STUDENT EMPLOYEE RATE**

**The wage rate for each employee hired into this classification to be determined by the parties on a case by case basis.**

## **SCHEDULE "C"**

### **PROCEDURE USED IN RECLASSIFICATION AND SALARY ADJUSTMENT**

- (a) In this schedule the term "reclassification" is deemed to include "salary adjustment."
- (b) When a reclassification has been initiated by the employee or the Union, the Personnel Officer shall provide the employee with a classification questionnaire within five (5) working days of the initiation. The employee shall complete the questionnaire within twenty (20) working days of initiation; if the questionnaire is not completed within this timeframe, the retroactivity will be affected as per Article 21 (j). Upon receipt of the completed questionnaire, the Personnel Officer shall complete steps (c) and (d) within sixty (60) calendar days.
- (c) The Personnel Officer shall interview the employee and may interview the supervisor, the department head and/or the Director.
- (d) The Personnel Officer shall prepare a job description for the position based on the questionnaire and the interviews. The job description shall be returned to the employee.
- (e) The employee shall review and submit any comments concerning the accuracy of the job description. The supervisor and/or department head may make comments on the job description and forward it to the Personnel Officer.
- (f) Upon receipt of the returned job description, the Personnel Officer has sixty (60) calendar days to revise the job description, if necessary, and assign the appropriate class specification to the position, and submit a report to the Director containing a general summary of the review of the position and a new pay grade and/or a new or revised class specification, if applicable.
- (g) The Director shall forward a copy of the report to the Union, the Division Head and the employee(s) affected.

## **SCHEDULE "D"**

### **BARGAINING UNIT WORK**

Notwithstanding the provisions of Clause 3.7, the Association may use persons other than employees to perform bargaining unit work, subject to the following:

- (a) No regular employees shall be laid off, have their salary reduced or be terminated as a result of contracting out.
- (b) The Association may contract out work normally performed by Association curatorial services' employees when employees within the appropriate classification are not available or do not have the expertise to perform the required work.
- (c) The contracting out of clerical support in either the administrative or curatorial functions shall not exceed two (2) weeks while recruiting to fill a vacant position. Where the Association demonstrates that it has been unable to recruit the necessary replacement employee within two (2) weeks, this time period may be extended by mutual agreement.
- (d) The contracting out of curatorial services or administrative functions shall not result in a decrease in the number of Association employees; however, the Association may contract out a bargaining unit position for up to six (6) months while recruiting to fill a vacant position. This period may be extended by mutual agreement where the Association demonstrates that it has been unable to recruit a replacement employee.
- (e) The contracting out of security or cleaning shall be limited to that not currently provided by the employees of the Association.
- (f) The following functions are not covered by Clause 3.7:
  - (1) Constructing crates for works of art when the crates are being paid for by another institution provided that no employee on layoff is capable of doing the work, or when the V.A.G. facilities are operating at capacity.
  - (2) Pick up and delivery of works of art when paid for by another institution, provided that no employee on layoff is capable of doing the work.
  - (3) Artists or Scholars lecturing on their own work.
  - (4) Staff, from other institutions or organizations sponsoring exhibitions, who are assisting employees of the Association.

- (5) Artists assisting employees of the Association during the installation of exhibitions of their work.
- (6) Assistance to curators in areas such as writing essays or critiques for catalogues or other publications, curating or researching artists or exhibitions.
- (7) Such services as are necessary for the successful mounting of an exhibition which must be done outside the Province.

Curatorial services is understood to mean those departments reporting to the position of Chief Curator.

## **SCHEDULE "E"**

### **SPECIAL EVENT EMPLOYEE**

(a) Definition

Special Event Employee shall mean an employee who is employed during special shows, events and openings to perform coat checking, ticket taking and related duties.

A Special Event Employee shall not be employed more than two (2) months in a calendar year.

(b) Payment

A Special Event Employee shall be paid as specified in Schedule A. In addition, Special Event Employees shall be entitled to ten (10%) per cent of regular earnings in lieu of all benefits including those providing for time off with pay.

Clauses 7.1, 10, 11, 19, 22.2, 22.4, and 22.5 shall not apply to Special Event Employees.

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