

COLLECTIVE AGREEMENT

BETWEEN THE



AND THE



September 1, 2010 - August 31, 2013

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BETWEEN:

**CRAIGDARROCH CASTLE
HISTORICAL MUSEUM SOCIETY**

**(hereinafter referred to as the "Employer")
PARTY OF THE FIRST PART**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 3136**

**(hereinafter referred to as the "Union")
PARTY OF THE SECOND PART**

WHEREAS the Union has received certification pursuant to the Labour Relations Code of British Columbia:

AND WHEREAS it is the purpose of both parties to this Agreement:

1. To maintain cordial relations between the Employer and the Union and to provide for just and equitable conditions of employment,
2. To recognize the mutual value of joint discussions of matters of mutual interest,
3. To encourage efficiency in operations, and
4. To promote security of employment for bargaining unit employees.

NOW THEREFORE THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS

1.01 Singular or Masculine Terms

Wherever the singular tense or masculine gender is used in this Agreement, it shall mean the plural tense or the feminine gender where the context requires.

1.02 Employee:

Means any person defined as an employee by the Labour Relations Code of British Columbia who is employed in one of the three (3) employee categories listed below (Articles 1.03 through 1.05 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

1.03 Probationary Employee:

- a) A Probationary Employee is defined as a new employee hired into a permanent position, who has not completed a probationary period of six calendar months, during which period the Employer shall determine such employee's suitability for permanent employment; or
- b) Except where expressly provided, probationary employees shall not be covered by any of the benefits and other terms and conditions of this Agreement, save and except access to the grievance procedure. Probationary employees may be discharged by the Employer for any work related reason.

1.04 Permanent Employee:

a) Permanent Employee:

A permanent employee is any employee appointed to a regularly scheduled position and who has successfully completed his probationary period.

b) Permanent Part-Time Employee:

Permanent part-time employees earn and accrue and are entitled to all of the benefits of the collective agreement on a pro-rated basis. The formula for the calculating of benefits is as follows:

$$\frac{\text{Hours worked}}{\text{Hours in pay period}} \times \frac{\text{Amount of Coverage}}{\text{Paid by Employer}} = \text{Pro rated Amount}$$

1.05 Casual Employee:

Is any employee who works on an as needed basis, either on-call or on a more regularly scheduled basis. The use of casual employees will not reduce the normal hours of work of permanent employees as defined in Article 8.01.

1.06 Casual Employee Benefits

Casual employees shall not be covered by any of the benefits and other terms and conditions of this Agreement, save and except access to the grievance procedure. They shall remain on probationary employee status for the full period of their employment and shall be paid seven and one-half percent (7½%) on each pay cheque in lieu of all of the benefits and other terms and conditions normally provided by this Agreement.

1.07 Volunteer:

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

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management Functions

Management retains the right to perform all management functions required in the operation of its business, save and except as expressly limited by this Agreement.

ARTICLE 3: UNION RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 3136 as the sole and exclusive bargaining agent for those positions in the bargaining unit for which the Union has been certified by the Labour Relations Code of British Columbia, EXCEPT the following positions which the parties have by mutual agreement excluded:

1. Executive Director
2. Operations/Business Development Manager
3. Museum Store Manager

3.02 No Other Agreements

No employee shall be required or permitted to make any other agreement with the Employer which conflicts with the terms of the Agreement.

ARTICLE 4: HUMAN RIGHTS

4.01 Discrimination

- (i) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of their membership in the union.
- (ii) The application of the foregoing shall be subject to Section 13 (4) of the Human Rights Code of BC that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Code.

4.02 Sexual Harassment

- (i) The Employer and the Union recognize the right of all employees to work in an environment free of sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.
- (ii) Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 4.01 (i) above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.
- (iii) Sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health, job performance or endangers an employee's employment status or potential.

Sexual harassment examples may include but are not limited to:

- (a) Engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonable to be known to be unwelcome.
- (b) Sexual solicitation or advance or inappropriate touching and sexual assault.
- (c) A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

4.03 Personal Harassment

- (i) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.
- (ii) For the purposes of this Article:
 - (a) Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation;
 - (b) Personal harassment may include conduct related to unlawful discrimination under the Human Rights Code;
 - (c) Personal harassment does not include reasonable management activities to direct and manage the work force, including counselling, performance management and corrective discipline.
- (iii) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

4.04 Complaints Made In Bad Faith

Should the Director determine that the harassment and/or bullying complaint was made in bad faith, that is to say that it was deliberately and maliciously filed, knowing that it had no basis, but was an attempt to cause harm to the alleged harasser, the complainant will be subject to corrective/disciplinary action.

4.05 Protection Against Retaliation

Every person at the workplace who is involved, in any way, in the investigation or hearing of a harassment or bullying matter, will be protected from retaliation from anyone else in the workplace. Anyone who retaliates in any way against a person, who has been involved in a harassment complaint in any capacity, will be disciplined accordingly.

ARTICLE 5: UNION SECURITY AND CHECK-OFF

5.01 Future Employees

All future employees shall become members of the Union within thirty (30) days of their date of employment and shall remain members of the Union in good standing, as a condition of continued employment, PROVIDED THAT the Union shall not, without good and sufficient cause, refuse any employee admission as a member, nor suspend or expel from membership any employee.

5.02 Dues Deduction

Irrespective of Union membership, all employees shall, as a condition of employment, pay by payroll deduction to the Union an amount equivalent to such normal Union dues as are levied by the Union on its members.

5.03 New Employees

The Employer agrees to acquaint new employees with the fact that a union certification exists and provide a copy of this Agreement to new employees.

ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURES

6.01 Definition of Grievance

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

6.02 Settling of Grievances

An earnest effort shall be made to settle all grievances in the following manner:

Step 1 The aggrieved employee shall first discuss his complaint with the Executive Director in the hope of solving such complaint on an informal basis. A representative of the Union may be present during this discussion, if the grievor so desires.

Step 2 Within five (5) working days of the employee becoming aware of the incident giving rise to the grievance, and failing informal resolution at Step 1, the Union may submit a formal grievance in writing to the Executive Director. The Executive Director shall, within five (5) working days of receipt of the grievance under this step, arrange a meeting with the grievor, and the Union President or his appointee, to discuss the grievance. The Executive Director shall respond to the Union in writing to the grievance within five (5) working days following completion of this meeting.

Step 3 Within five (5) working days of receipt of the Executive Director's written response to the grievance under Step 2, the Union President may submit the grievance in writing to the President of the Board of Directors for final review. The Board President or his appointee shall arrange a meeting with the Union to discuss the grievance at this step, which meeting if arranged, shall be attended by the President of the Union or designate plus one (1) other Union official, the Executive Director, plus any other individual the Board President or his appointee desires to attend. The Board President shall respond to the Union in writing to the grievance within ten (10) working days of his receipt of the grievance at this step, irrespective of whether or not a meeting has been held.

6.03 Policy Grievance

Where a dispute arises involving a general application or interpretation of this Agreement which affects more than one (1) employee, the Union may initiate such dispute as a policy grievance at Step 2. The Employer shall also have the right to submit grievance to arbitration under this article when it believes it has a grievance against the Union.

6.04 Arbitration

If any grievance is not settled as above, the party initiating the grievance may submit it to arbitration within ten (10) working days of receipt of the final written response under Step 3. All requests for arbitration shall be made in writing to the other party.

6.05 Single Arbitrator

The parties shall agree on a single arbitrator to hear the dispute within ten (10) working days from receipt of notice to arbitrate under Article 6.04. If the parties fail to agree within this period, either party may apply to the Minister of Labour to have a single arbitrator appointed.

6.06 Decision of the Arbitrator

The decision of the arbitrator shall be final and binding on the parties and the parties shall share equally in his fees and expenses.

6.07 Amending of Time Limits

The time limits established in this Article may be varied by mutual agreement of the parties.

6.08 Correspondence

- (i) All correspondence from the Employer to any member of the bargaining unit, shall be copied and provided to the President of the Union within five (5) working days.
- (ii) Where the Employer plans to discipline a member of the bargaining unit, the member shall be give twenty four (24) hours advanced notice to arrange for a representative(s) of the Union to be present.

ARTICLE 7: SENIORITY, PROMOTIONS AND LAYOFFS

7.01 Seniority Defined

Seniority is defined as a permanent employee's length of continuous service in the bargaining unit since his date of last hire, including his probation period upon successful completion. Where a casual employee has worked more than five hundred forty (540) hours, their name will be added to the seniority list for recall purposes only and will not supersede any permanent employee.

7.02 Job Postings

- a. As far as possible, the Employer agrees to post any permanent vacancy within one (1) month of the position becoming vacant.
- b. The Employer agrees to post permanent vacancies for a period of seven (7) working days to allow current employees the opportunity to apply.

7.03 Role of Seniority

When filling posted vacancies, qualifications, experience, skill and ability to perform the work in question shall be the Employer's primary considerations. When these factors are equal among applicants for the position, the permanent employee with the most seniority making application shall receive preference.

7.04 Casual Employees

Casual employees shall also be eligible to apply for any vacancy posted under Article 7.02. In filling such vacancies, Article 7.03 shall always apply. HOWEVER casual employees shall receive preference over external applicants in filling such vacancies, PROVIDED ALWAYS that the casual employee has the qualifications, experience, skill and ability to perform the work in question.

7.05 Seniority List

The employer will post an updated seniority list of bargaining unit members on the Union board by June 1 of each calendar year.

7.06 Appraisal Period

Current permanent employees who are selected to fill posted vacancies on the basis of Article 7.03 shall serve an appraisal period of sixty-five (65) work shifts in the new position. Should the employee prove unsatisfactory for any work related reason, he shall be returned to his former position without loss of seniority. Casual employees who are selected to fill permanent positions shall serve a full probationary period.

7.07 Layoff Procedure

Should the Employer decide that any position is redundant and/or a layoff of employees is deemed to be necessary by the Employer, the senior permanent employee(s) having the necessary qualifications, experience, skill and ability to perform the work which remains shall be retained in employment.

7.08 Bumping Procedure

Permanent employees who bump another more junior employee as a result of Article 7.07 shall serve an appraisal period of sixty-five (65) work shifts in the new position. Should the bumping employee prove unsatisfactory for any work related reason, he shall be laid off and placed on the recall list. In no event, shall any employee be able to bump a second employee as a result of the same layoff.

7.09 Notice of Layoff

- a) The Employer shall provide written notice to permanent employees who are to be laid off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff. Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week, and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of ten (10) calendar weeks notice. If the employee is not given opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.
- b) The Union shall be notified of all layoffs under this Article.
- c) This Article 7 shall not apply to temporary layoffs as defined in Part 5, Section 41 of the Employment Standards Act of British Columbia in effect January 1, 1983. A layoff not exceeding thirteen (13) weeks being defined therein as temporary, EXCEPT that the Employer shall endeavour always to give a minimum notice of two (2) calendar weeks in the case of temporary layoffs when it is practical for the Employer to do so.

7.10 Recall List

Permanent employees and those employees meeting Article 7.01, who are laid off shall be placed on a recall list in seniority order and shall have recall rights for a period not to exceed twelve (12) consecutive months from the date of their layoff. The Employer agrees not to hire any new employee until laid off employees have been offered the work available in seniority order from the recall list, PROVIDED ALWAYS that such laid off employee has the qualifications, experience, skill and ability to perform the work in question. Employees currently on layoff shall provide the Employer and Union with current contact information.

7.11 Failure to Accept Recalls

Failure to accept two (2) recalls under Article 7.10 shall result in the laid off employee losing all rights to future recall.

7.12 Casual Employees

Periods of casual employment by laid off permanent employees on the recall list shall not create any new or additional recall rights.

ARTICLE 8: HOURS OF WORK AND OVERTIME

8.01 Normal Hours

- a) Subject to operational needs, the normal hours of work for employees shall be no less than four (4) up to a maximum of eight (8) hours of work per day between the hours of 6:00 a.m. and 12:00 midnight., exclusive of an unpaid lunch break in accordance with Article 8.05. Where practicable, the Employer shall post the hours each employee is scheduled to work seven (7) days in advance of commencement of those hours.
- b) Notwithstanding paragraph (a) the Employer and the Department Heads may implement an arrangement where the Department Head works on a flex time basis. The Department Head may, with approval of the Executive Director, choose his/her starting and finishing times and length of work day to meet operational requirements provided eighty (80) hours are worked in each two week pay period. Hours worked in excess of the eighty (80) hours in each two (2) week period shall be compensated at the appropriate overtime rates.
- c) Normal hours of work for permanent part-time employees will be less than eighty (80) hours in a two (2) week pay period.

8.02 Excess of Normal Hours

In no event, shall any employee be required to work in excess of eight (8) hours in any one day, or forty (40) hours in any one week, without overtime rates applying.

8.03 Overtime Rates

Overtime shall be paid at a rate of time and one-half (1½) the employee's basic rate for the first four (4) hours of overtime worked in any work-week and double time (2X) thereafter.

8.04 Days Off

It is understood that the operations of the Employer are continuous in nature, seven (7) days per week, HOWEVER the Employer shall endeavour to give permanent employees two (2) consecutive days off each week, subject always to operational requirements.

8.05 Rest Breaks

All employees shall receive a fifteen (15) minute paid rest period, at a time determined by the Employer, during each scheduled working period of four (4) hours. All employees working a shift of longer than five (5) hours shall receive a one-half (½) hour unpaid lunch period, approximately mid-shift, depending upon operational needs.

In the event there are less than three employees working at the time of breaks, the breaks shall be paid at regular wages so as to attend to responsibilities as needed.

8.06 Call-Out

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

For purposes of this Section a "call-out" occurs when an employee is contacted at home after leaving work and is required to and actually does return to work. This two (2) hour guarantee does not apply when an employee is scheduled in advance to perform the work in question.

8.07 Paid Time Off In Lieu Of Overtime Pay

Employees may elect to accumulate paid time off in lieu of overtime pay, subject to approval of the Executive Director. Lieu time off shall be requested in advance and granted, subject to operational requirements, and provided it does not displace any other employees scheduled vacation time and if a conflict arises between two or more employees, seniority shall be considered. Lieu time shall be calculated based on the applicable overtime rate and if not taken prior to December 31 of the following year in which it was earned, shall be paid out at said rates.

ARTICLE 9: PAID HOLIDAYS

9.01 List of Holidays

The following shall be considered paid holidays for all employees (except casual employees) who have actually worked fifteen (15) days or more in the thirty (30) days prior to the holiday:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

PLUS any other day declared a paid holiday by the Province of B.C. or the Government of Canada.

9.02 Holidays Falling on Work Days

All permanent employees required to work on a paid holiday shall receive their normal rate of pay plus additional compensatory time off at a rate of time and one-half (1½) for all hours worked on the paid holiday.

This compensatory time off shall be scheduled by mutual agreement of the employee and supervisor. When operational requirements permit this compensatory time off will preferably be scheduled in conjunction with the employee's regular days of rest.

In the event the compensatory time off cannot be scheduled within a reasonable period of time, the Employer may pay for such time at the rate of time and one-half (1½) the employee's basic rate.

9.03 Holidays Falling on Scheduled Day of Rest

Should any of the above paid holidays fall on a permanent employee's normal rest day, such employee shall receive equivalent time off with pay at a mutually agreeable time; or alternatively at the option of the Employer, equivalent pay at straight time rates.

ARTICLE 10: VACATIONS

10.01 Length of Vacation

- a) Permanent employees shall receive annual vacations with pay at their basic rate in accordance with the following schedule:

<u>Service</u>	<u>Entitlement</u>
0- 3 rd year	2 weeks

4 th year to 10 th year	3 weeks
11 th year to 14 th year	4 weeks
15 th year and thereafter	5 weeks

- b) Permanent part-time employees shall be entitled to annual vacation on a pro rata basis as above.

10.02 Holidays Falling Within Vacations

When a paid holiday falls during an employee's vacation period under this Article, the employee shall receive an additional day off with pay at a mutually agreeable time; such time to be taken in conjunction with the employee's regular days off when operational requirements permit or alternatively at the option of the Employer, equivalent pay at straight time rates.

10.03 Termination of Employment

- a) Employees whose employment terminates for any reason shall receive pay for any proportionate vacation earned under Article 10.01, but not taken, at the time of such termination.
- b) Employees whose employment terminates for any reason before the end of their anniversary date will have their vacation entitlement calculated on a prorated basis. In those cases where an employee has taken his full vacation entitlement before the end of their anniversary date, an appropriate deduction shall be made on termination of employment.

10.04 Vacation Schedules

Employees may apply to schedule their vacation during preferred time and if a conflict arises between two (2) or more employees, seniority shall be considered. The above notwithstanding, the Employer reserves the right to approve and/or to schedule any and all vacations strictly on the basis of operational needs.

ARTICLE 11: SICK LEAVE

11.01 Amount of Sick Leave

- a) Permanent employees shall be eligible to accrue paid sick leave in accordance with the following schedule:

<u>Service</u>	<u>Entitlement</u>
After completion of probation	One (1) day for each month of service in each calendar year - maximum 12 days per year.

-
- b) After one hundred and sixty (160) hours of employment, casual employees shall be entitled to sick leave, on a pro-rated basis, from the first day of employment.

11.02 Accumulation of Sick Leave

- a) Unused sick leave in any year shall accumulate and be credited to permanent employees on January 1st of the next year at a rate of one hundred percent (100%) of such unused sick leave, until such time as the employee has accumulated a maximum total credit of fifty (50) sick days in his personal sick leave bank as of December 31st in any year, after which no further accumulation of unused sick leave shall take place for that employee in the next year. This accumulated sick leave shall be available for use by each permanent employee after his yearly sick leave accrual under Article 11.01 has been expended.
- b) Following the utilizing of the accumulated fifty (50) days, the employer will pay the difference between the employees weekly wages and EI Benefits until the period of LTD eligibility. Should employees not have the full fifty (50) days accumulation, they will not be eligible for top up until their fifty first (51st) sick day. Payment will be made upon proof of acceptance of EI Benefits.

11.03 Unused Sick Leave

Upon completion of twenty (20) years of service, employees who resign or retire shall be paid out twenty percent (20%) of their unused sick leave earned.

11.04 Proof of Illness

The Employer reserves the right to require an employee to furnish a doctor's slip verifying that he was actually sick on the day(s) in question before any sick leave is granted under this Article.

11.05 Subrogation

If an employee as a result of a disability, illness or accident is receiving or subsequently receives compensation from another source to replace lost income (such as the Insurance Corporation of British Columbia or any legal action where an amount for wage/benefit loss is awarded), the employee shall reimburse the Employer for any such sick credits used. Upon reimbursement the Employer shall restore such sick leave credits to the employee.

11.06 Family Responsibility Leave

Family Responsibility Leave is unpaid leave of up to five (5) days per calendar year for:

- (a) The care, health or education of a child in the employee's care.

-
- (b) The care or health of any member of the employee's immediate family (spouse, child, parent, guardian, sibling, grandchild or grandparent) and/or any person who lives with an employee as a member of the employee's family.
 - (c) These days do not have any impact on accumulation or use of sick time.

ARTICLE 12: LEAVE OF ABSENCE

12.01 List of Union Officers

The Union shall provide the Employer with a list of employees who are its shop stewards and other elected officials. This list shall be kept current by the Union at all times.

12.02 Grievance and Negotiation Leave

Two members of the bargaining unit will be permitted time off with pay to meet with management to attend grievance meetings and collective bargaining meetings, PROVIDED ALWAYS that such meetings take place during periods when the employee had been scheduled to work.

12.03 Leave for Union and Other Purposes

- a) Members of the bargaining unit may be granted leave with pay and subject to reimbursement by the Union, to attend CUPE conventions or other CUPE meetings at which a representative of Local 3136 is required to attend.
- b) In addition to the leaves allowed under Article 12.03 (a), at the request of the Union, and by mutual agreement between the parties, leave of absence with pay and subject to reimbursement by the Union, will be granted to employees to attend conventions, education/training or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. Subject to operational requirements, such leave will not be unreasonably denied.

12.04 Bereavement Leave

Permanent employees shall be granted paid bereavement leave to a maximum of three (3) working days, covering only the day before the funeral, the day of the funeral and the day after the funeral, PROVIDED ALWAYS that the employee was otherwise scheduled to work on any day for which pay is requested AND PROVIDED FURTHER that the employee actually attends the funeral.

Bereavement leave shall only be granted under this article in the case of death of the employee's spouse, common law partner, child, step-child, father, mother, brother, sister, father-in-law, mother-in-law and grandparent.

12.05 Juror or Court Witness Leave

The Employer shall maintain the pay of any permanent employee who is required by subpoena to attend a court of law or coroner's inquest, or who is required to serve as a juror, PROVIDED ALWAYS that such employee turns over to the Employer any remuneration received for such attendance and further, that the employee was otherwise scheduled to work during such period and returns to work on any day, or part-day, when his attendance in court is no longer required.

12.06 Maternity, Parental and Adoption Leave

Pregnant employees shall qualify for maternity leave in accordance with the following:

- a) Employees making application, not later than two (2) weeks prior to the commencement of the leave, shall be granted unpaid pre and post-natal maternity leave, not in excess of a total of seventeen (17) weeks and up to thirty-five (35) consecutive weeks of unpaid parental leave.
- b) It is incumbent upon the employee to provide medical evidence of the expected date of confinement at least four (4) weeks in advance.
- c) If the employee returns to work immediately after the expiry of the authorized leave, she shall retain her former position without loss of available benefits. The employee is to provide one (1) month notice of the date of returning to work.
- d) Medical complications of pregnancy shall be covered by the sick leave provisions of this Agreement prior to the commencement of the leave.
- e) An employee shall be entitled to extend maternity leave by up to an additional six (6) consecutive weeks leave, without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.
- f) Parental and Adoption Leave

Upon two (2) weeks written notice, an employee (male or female) shall receive unpaid leave of absence of up to thirty-seven (37) consecutive weeks of parental leave without loss of position or benefits.

In the case of the natural father, the leave may commence following the birth of the child and within the fifty-two (52) week period after the birth.

In the case of an adopting mother or father, parental leave can commence following the adoption and within the fifty-two (52) week period after the date the adopted child comes into the care and custody of the mother or father. The employee will be required to furnish proof of adoption.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental leave between them.

- g) An employee shall be entitled to extend leave pursuant to (f) above, by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the employee's care and custody, is certified as suffering from a physical, psychological or emotional condition.

12.07 General Leave

An employee may be entitled to a leave of absence, subject to operational requirements of up to forty (40) working days without pay and without loss of seniority when requested. The employee may choose to have benefits continued, but shall be responsible for both the employee and employer share of premium costs. Such requests and approvals shall be in writing and subject to the approval of the Executive Director.

ARTICLE 13: FRINGE BENEFITS

13.01 Medical Services Plan

The Employer shall pay one hundred percent (100%) of the cost of providing the Medical Services Plan of B.C. coverage for all permanent employees who desire the coverage.

The Employer shall maintain coverage on a cost-shared (50/50) basis for employees absent on approved leave for up to three (3) months.

Employees absent on approved leave in excess of three (3) months shall be entitled to continue receiving coverage under the Medical Services Plan of B.C., providing they pay the entire premium monthly, in advance, and are eligible for coverage in accordance with the plan.

13.02 Group Benefits Plan

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

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

The Employer will pay 50% of the cost to provide the following group benefits program:

- b) Membership in this Plan is a condition of employment for permanent employees who work twenty (20) or more hours per week.

CANADIAN MUSEUMS ASSOCIATION GROUP BENEFITS PLAN

BASIC PLAN – These benefits are mandatory however, employees can opt out of Extended health and Dental benefits if they have coverage through a spouse.

- **Life Insurance:**
 - \$25,000

- **Accidental Death and Dismemberment:**
 - \$25,000

- **Dependent Life:**
 - \$5,000 for spouses, \$2,500 each child

- **Long Term Disability:**
 - 60% of monthly earnings
 - Maximum monthly benefit \$5,000
 - Benefits payable after 17 weeks of disability
 - Benefits payable to age 65

- **Extended Health Care:**
 - ***100% reimbursement, nil deductible:***
 - semi-private hospital
 - out of country medical expenses

 - ***80% reimbursement, nil deductible:***
 - prescription drugs
 - paramedical practitioners
 - hearing aids, orthopedic shoes
 - glucometers, private duty nursing
 - ambulance services
 - medical equipment
 - overall unlimited maximum

- **Dental Care – Basic Services:**
 - ***80% reimbursement, nil deductible:***
 - oral exams, x-rays, fillings
 - scaling, polishing
 - root canal therapy
 - oral surgery
 - denture relining, rebasing
 - maximum \$1,500 per person per year

13.03 Benefits

The aforementioned benefits shall remain whole and unchanged until the time a new collective agreement is signed, unless agreed to by the parties.

13.04 RRSP

The Employer put into place an RRSP plan for its employees, effective January 2000. It should be understood that the intention of this RRSP plan offered by the Employer is to provide employees with a means to save for retirement.

1. The Employer will match, at a rate of \$.50 for every \$1.00, contributions of up to 5% of the employee's earned gross salary. This does not preclude the employee from contributing additional funds to the RRSP program above 5% of their gross salary, however the Employer will not match these additional funds. Earned gross salary shall be those employment hours for which the employee has received payment and would receive a T4 for at year end, not banked hours.
2. The Employer agrees to administer the RRSP.

Sample Calculation

Employee's salary \$30,000 x 5% = \$1,500. (maximum employee contribution for which Employer will match funds at \$.50 per \$1.00)

Employer contribution @ \$.50 per \$ = \$ 750.

\$2,250. Total combined contribution to RRSP

3. The program is open to all permanent employees after one year of employment with the Employer.
4. The Employer's contribution will be made at each pay period as long as the employee is still employed with the Employer. Should the employee leave, they shall be considered to be permanently withdrawn from the plan.
5. If there is an increase in pay, the 5% of gross will apply.
6. The 5% of gross also applies to paid overtime hours, not time banked.
7. The employee may 'top up' or reduce payments at any time, but the Employer's contribution will be based on the contribution rate noted above.

-
8. The employee may skip up to two payments within a twelve month period with no penalty. If the employee skips another payment within the twelve months from the time of the first skipped payment, they will be ineligible to contribute to the plan for nine months from their last payment.
 9. Should an employee become deceased, the Employer will match that employee's contribution for that year at the rate noted above.
 10. This plan is for employees only and cannot be used as a contribution to a spousal plan.
 11. The employee may move funds within the plan four times a year. Internal transfers over four times will attract a \$25.00 service fee.
 12. The Employer is not responsible for losses in funds the employee may choose nor does it benefit from any of the employee's gains on investments.
 13. If the employee makes a total or partial withdrawal during the calendar year, they forfeit the entire Employer contribution for the next twelve months. It should be noted, the carrier will charge a withdrawal fee, depending on the length of time the employee has had their money invested. This fee will be payable by the employee.
 14. The Group RRSP Plan may be moved to another provider, if mutually agreed to by the Employer and those employees participating in the plan.

ARTICLE 14: JOB DESCRIPTIONS

14.01 Job Descriptions

The Employer shall, as soon as practical after signing of this Agreement, provide each employee with a job description outlining their duties. This description shall be kept current at all times.

ARTICLE 15: SALARIES

15.01 Wage Schedule

Schedule "A" attached hereto shall form part of this Agreement.

15.02 Working in a Higher Rated Position

- a) A permanent employee assigned by the Employer, in writing, to temporarily perform the core duties of a higher rated position shall receive ten percent (10%) of the higher rated position in addition to their basic rate of pay up to a maximum of the higher rated position.

-
- b) A casual employee assigned by the Employer, in writing, to temporarily perform the core duties of a higher rate position shall receive 10% of the higher rated position in addition to their basic rate of pay up to a maximum of the higher rated position.

15.03 Working in a Lower Rated Position

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

ARTICLE 16: GRANTS

16.01 Restrictions

This Agreement shall not apply to grants received from the Government or other funding agencies for the following purposes:

- a) employment of unemployed or other targeted groups;
- b) grant for restoration or other capital purposes;
- c) other purposes mutually agreed to by the parties at the time of the grant application.

16.02 Notice of Application

Applications for grants under this article shall be discussed with the Union as far in advance as practical before such applications are made.

16.03 Conditions of Grants

Schedule "A" and other provisions of this Agreement notwithstanding, the rates of pay and conditions of employment which are established by such grants shall always apply.

16.04 Operational Requirements

The Employer agrees to consider current employees having the qualifications, experience, skill and ability to perform the work in question when staffing projects which have been funded by grants under this article before employing external applicants to do such work, PROVIDED ALWAYS that the operational requirements permit such consideration and the terms of each such grant permits the employment of current employees, AND PROVIDED FURTHER, that current employees seeking such consideration make their interest known to the Employer at the time the grant application is made. When all other conditions are otherwise met, the Employer agrees to make a reasonable effort to arrange the work of the bargaining unit so that operational requirements may permit current employees to work on grants under this Article.

ARTICLE 17: LABOUR/MANAGEMENT COMMITTEES

17.01 Labour/Management Committee

- (a) The parties shall form a Labour/Management Committee comprising of two (2) members from each side, one (1) of whom shall, on the management side, be a liaison officer appointed by the Board of directors of the Society from among its members.
- (b) This Committee shall have a mandate to discuss any matter of mutual interest save and except the subject matter of grievances which shall always be dealt with under Article 6. The Committee shall meet at the request of either party, but no less often than twice (2X) per year.

Committee meetings may be called at any time by mutual agreement of the parties. If the meeting takes place during working hours there shall be no loss of pay; if after work hours there shall be no pay provided.

17.02 Board Committees

Where the Board of Directors assign a Committee of Directors to review any program of The Society and if employees are assigned to attend the Committee meetings, they shall be considered to be working and shall be eligible for overtime benefits as per Article 8. The Employer would provide written notification to the Union of the employees assigned to a Board Committee.

ARTICLE 18: TERM OF AGREEMENT

18.01 Duration

This Agreement shall remain in full force and effect from the 1st day of September, 2010 to the 31st day of August, 2013.

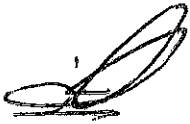
18.02 Termination Notice

This Agreement shall remain in full force and effect following its expiry during the period that bona fide collective bargaining is taking place towards a renewal agreement. This clause notwithstanding, the Agreement may however be terminated at any time following its expiry date by either party taking legal strike or lockout action.

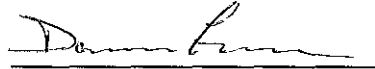
18.03 Section 50 of the Labour Relations Code

Subsections (2) and (3) of Section 50 of the Labour Relations Code of B.C. shall be inoperative and shall not apply to this Agreement.

SIGNED this the 22th day of NOVEMBER, 2011



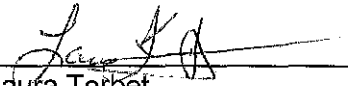
Jack McMillan
Craigdarroch Castle Historical
Museum Society



Darren Froese,
CUPE Local 3136, President



John Hughes
Craigdarroch Castle Historical
Museum Society



Laura Torbet
CUPE Local 3136, Bargaining
Committee



George Fuller
Employer Agent
Craigdarroch Castle Historical
Museum Society



Loree Wilcox
CUPE National Representative

SCHEDULE "A"

Hourly Wages

Position	Sept. 2010 1.0%	Sept 2011 1.5%	Sept 2012 2.0%
Historic House Museum Worker	10.83	10.99	11.21
Senior Historic House Museum Worker	13.02	13.21	13.48
Housekeeper	13.02	13.21	13.48
Administrative Assistant	19.09	19.38	19.76
Registrar	20.32	20.63	21.04
Restoration Technician	20.32	20.63	21.04
Restoration Mgr.	23.82	24.17	24.66
Curator	26.47	26.87	27.41

- a) Should the B.C. Provincial Minimum Wage be increased above the present level of \$8.00, the Employer commits to maintain the 20¢ per hour over and above the minimum wage in the first year of the agreement.

- b) The employer shall, if necessary, designate one or more persons to serve as the designated OFA attendant(s). No employee shall be required to serve as an OFA.

Such person(s) shall receive a stipend of two hundred dollars (\$200.00) upon completion of training and annually afterward as long as they continue to be a designated OFA person and as long as their training remains up to date. These persons shall take OFA training as required to maintain OFA status, at the expense of the Employer.

LETTER OF AGREEMENT

Between

The CRAIGDARROCH CASTLE HISTORICAL MUSEUM SOCIETY

And

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 3136**

Re: Call in for Casual Employees

PURPOSE:

The objective of this Letter of Agreement is to outline the procedures for casual employees who may be employed to work full or part times shifts on a continuous or intermittent basis in capacities such as:

- Sickness relief
- Vacation relief
- Leave of absence relief
- Temporary workload
- Paid holiday relief
- Overtime owing relief
- Maternity leave relief

LETTER OF APPOINTMENT

All casual employees shall receive a letter of appointment immediately following recruitment, clearly stating their employment status, their classification and wage level. This letter shall also include a mutually acceptable statement of the casual employee's availability for work of a casual nature.

AVAILABILITY

Casual employees shall provide monthly availability schedules in writing to the Employer no less than fifteen (15) days prior to the start of the month indicating shifts and days when they are not available.

PROCEDURE FOR CASUAL CALL – IN


1. Where shifts become available, casuals who have indicated their availability shall be called in order of service seniority (all hours worked in a casual capacity) provided the casual employee is qualified to carry out the work which is available.
2. Casual employees hired for the summer staffing schedule shall be laid off upon completion of the term and shall be subject to call in procedure in accordance with (1) above.
3. When attempting to contact a casual employee by telephone, the Employer shall make two attempts, at least five minutes apart to contact the casual employee. The Employer shall permit the telephone to ring 5 times (minimum). If an answering machine is used, a message will be left and the casual employee must return the call within 5 minutes. If the most senior casual employee is not contacted pursuant to the aforementioned procedure, the next senior person on the list will be called and offered the shift.

4. All such calls referred to in (3) above shall be recorded in a logbook showing the signature of the person making the call, the employee called, the time the call was made, whether the employee accepts or declines the work. The Union shall have access to the logbook upon request.
5. Where casuals are unavailable for or decline work on five (5) separate occasions, per calendar year, excluding such times or situations beyond employee's control, the employee shall be deemed to have resigned as a casual employee.
6. Casual employees unavailable for or declining work offered to them will not accumulate service seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.
7. Where the Employer has received 24 hours or less notice of a vacancy creating relief work, the first shift of the vacancy may be filled as the employer deems most efficient.
8. If a casual employee is called at times other than the agreed upon hours and the days of availability, the acceptance of such work shall be at the casual's discretion and will not count as a decline.

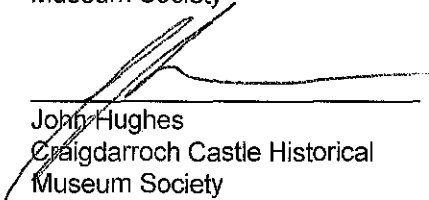
SIGNED this the 22 th day of November, 2011



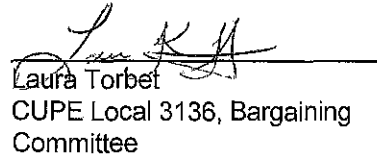
Jack McMillan
Craigdarroch Castle Historical
Museum Society



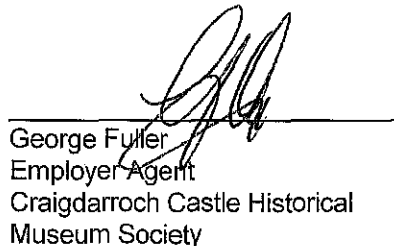
Darren Froese,
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CUPE Local 3136, Bargaining
Committee



George Fuller
Employer Agent
Craigdarroch Castle Historical
Museum Society



Loree Wilcox
CUPE National Representative

Hi Loree

This copy of the collective agreement between Craigdarroch Castle and CUPE Local 3136 is for your records.

Thank you for the offer to make copies for our members however as it stands they will be done in house (the Society has a new photocopier and they all want to play).

Darren Froese

President

Cupe Local 3136