

2010 - 2011

COLLECTIVE AGREEMENT

between the

DELTA MUSEUM AND ARCHIVES SOCIETY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 454

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COLLECTIVE AGREEMENT

BETWEEN:

THE DELTA MUSEUM AND ARCHIVES SOCIETY

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 454

(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is to secure for the Employer, the Union and the employees of the Employer the full benefit of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by the Agreement to be the duty of the Employer and the Union and the employees to co-operate fully, individually and collectively for the advancement of said conditions.

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

1. TERM OF AGREEMENT

This Agreement shall be for a term of two (2) years with effect from 2010 January 01 to 2011 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice pursuant to the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) The Union can lawfully strike in accordance with the provisions of the Labour Relations Code; or
- (b) The Employer can lawfully lock out in accordance with the provisions of the Labour Relations Code; or
- (c) The parties have concluded a renewal or revision of this Agreement or have entered into a new Collective Agreement;

whichever is the earliest.

The operation of Sub-Sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

2. UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 1995 February 24 shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All employees who become members of the Union 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.
- (b) The Employer agrees to deduct from the pay of each employee covered by this Agreement an amount equal to the regular monthly Union dues as determined by the Union; provided that each employee has signed a form supplied by the Union authorizing the said deduction. The Employer shall remit the dues deducted to the Union once each month with a statement of the names of employees and the amount of each deduction. The Employer shall notify the Union when employees are laid off or dismissed.

3. MANAGEMENT RIGHTS

The management and operation of the Delta Museum and Archives is vested exclusively in the Employer. All rights of management which are not specifically mentioned in the Agreement and are not contrary to the Agreement shall continue in full force and effect. The Employer agrees that in the exercise of their management rights there shall be no discrimination pursuant to the Human Rights Act of British Columbia.

4. EMPLOYEE DEFINITIONS

A Full-Time Employee is an employee who is employed on a full-time basis of 35 weekly hours, for an indefinite period of time.

A Part-Time Employee is an employee who is employed on a part-time schedule of weekly hours of less than thirty-five (35) hours per week, for an indefinite period of time.

A Grant Employee is an employee who is employed in a position funded by a Provincial or Federal Grant, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

A Casual Employee is any other employee.

5. RATES OF PAY

Schedule of Rates of Pay

The rates of pay for each class shall be as set out in the Schedule "A" and Schedule "A-1" attached to and forming a part of this Agreement.

6. TEMPORARY OUT OF SCOPE ASSIGNMENT

Where the Executive Director is absent from the Museum and assigns an employee to temporarily perform additional duties and responsibilities that would normally be performed by the Executive Director, the employee shall be paid ten percent (10%) above the assigned employee's regular rate of pay for every day they are assigned additional duties and responsibilities.

7. HOURS OF WORK

- (a) For full-time employees, the normal hours of work shall be seven (7) hours per day, exclusive of a meal period, and thirty-five (35) hours per week.
- (b) For all other employees, the normal hours of work shall be up to seven (7) hours per day, exclusive of a meal period, and up to thirty-five (35) hours per week.
- (c) Except as provided in paragraph (d) employees shall be entitled to an unpaid one-half ($\frac{1}{2}$) hour meal period on work days that exceed five (5) hours per day, to be taken at a time approved by the Employer.
- (d) Where an employee is required to remain at work during a meal period, the employee shall be paid straight time for the meal period.
- (e) The Employer shall provide a minimum of twenty-four (24) hours' notice of a change in an employee's daily working hours and a minimum of seven (7) calendar days' notice of a change in an employee's working days.

8. DAILY GUARANTEE

- (a) Subject to the provisions of paragraph (c), an employee reporting for a shift shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two hours' pay at the regular hourly rate.
- (b) Subject to the provisions of paragraph (c), an employee other than a student or a weekend Museum Attendant who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four hours' pay at the regular hourly rate.

- (c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).

9. OVERTIME

- (a) Employees shall be permitted to work at straight time rates for up to seven (7) hours per day on any five (5) days during a work week (which for the purposes of this Article shall be deemed to commence at 00:01 h on Monday morning and to end at 23:59 h on the immediately following Sunday).
- (b) Employees who are required by the Employer to work in excess of seven (7) hours in a day or beyond five (5) days in a week shall receive compensating time off for such overtime in the following manner:
 - (1) time and one-half for the first three (3) hours worked in excess of seven (7) hours in a day;
 - (2) two times for all hours worked beyond ten (10) hours in a day;
 - (3) in any case where an employee has already performed work on five (5) days during the week, time and one-half for the first three (3) hours worked on the sixth day of work in that week and two times for all hours worked beyond three (3) hours on the sixth day, and two times for all hours worked on the seventh day of work in that week.
- (c) Full-time employees may request, from time to time, to work beyond seven (7) hours in a day or five (5) days in a week at straight time rates, with such hours to be taken as compensating time off. It is understood that in such circumstances:
 - (1) employees shall not work beyond seven (7) hours in any day without the prior approval of the Employer and that such approval may be withheld for any reason; and
 - (2) employees shall not work more than forty (40) hours in any week, nor more than 140 hours in any four (4) week period as a result of requests under Article 9(c).
- (d) An employee shall be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime or voluntary additional straight-time hours worked, and, subject to an employee's request to be granted compensating time off being approved by the Employer such employee shall be granted any portion of the compensating time off. All compensating time off credited during a particular calendar year but which has not been granted to an employee by December 31st shall be scheduled off by the Employer by March 31st of the immediately following year. Compensating time off credits shall be calculated on the basis of time, not the employee's pay rate.

10. CALLOUT

Effective 2010 December 21, in the event an employee is called back to work by the Employer after completion of the employee's regular shift the employee shall be paid two (2) times the employee's regular rate of pay for the time actually worked plus one (1) hour's allowance for traveling to and from home, with a minimum payment of two hours at two times the employee's regular rate of pay inclusive of the one hour travel allowance.

11. GRANT EMPLOYEES(a) Grant Employment

Where grant applications require the approval of the Union, such approval will not be unreasonably withheld. Where the Union withholds approval, the Employer may refer the matter to a third party for final and binding resolution.

(b) Wages

Grant Employees shall be paid the higher of the grant rate or the rate in Schedule "A".

(c) Benefits and Working Conditions

Grant Employees shall not be entitled to any benefits or working conditions provided by the Collective Agreement unless specifically identified as being eligible.

(d) Union Security

Grant Employees shall be covered by the Union Security and Check-Off provisions of the Collective Agreement.

12. MEDICAL SERVICES PLAN

On the first day of the month following six (6) months of continuous employment Regular Full-Time employees, and Regular Part-Time employees working on a regular annual schedule of eighteen (18) hours or more per week on an annual basis, shall participate in the Medical Services Plan of BC ("MSP"). The Employer shall pay 50% of the premium and the employee shall pay 50% of the premium.

13. SICK LEAVE AND WCB(a) Sick Leave

Effective 2010 December 21:

- (1) (a) All Full-Time Employees, upon completion of six (6) months of continuous employment, shall be credited with sick leave on the basis of one and

one-half (1½) days' sick leave with pay for every month of employment retroactive to the beginning of the six (6) month period. All unused sick leave shall accumulate to a maximum of two hundred and sixty-one (261) working days.

- (b) A Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than eighteen (18) hours and who has completed six (6) months of continuous employment shall have sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation) based on the ratio of the Part-Time Employee's regular schedule of core hours compared to the full-time weekly hours of thirty-five (35) hours.
- (c) Where a Full-Time Employee, who has not completed six (6) months of continuous employment and is therefore not entitled to sick leave, becomes ill and unable to attend work, the Full-Time Employee will be permitted to borrow against their sick leave up to a maximum of 9 days, which would be the number of days that a Full-Time Employee would have earned during the first six (6) month of continuous service.

When the Full-Time Employee completes six (6) months of continuous service, the days taken as an advance on sick leave will be deducted from the Full-time Employee's sick leave bank. In the event the Full-Time Employee leaves employment with the Employer prior to completing six (6) months of continuous service, the Employer is entitled to recover the cost of the sick leave paid to the employee from the employee's final pay cheque. In the event the employee's final pay cheque is insufficient to cover the amount owed to the Employer, the employee will repay the Employer the remaining amount.

- (d) Where a Part-Time Employee, who occupies a position with a regular schedule of core hours each week equal to or greater than (18) hours and has not completed six (6) months of continuous employment and is therefore not entitled to sick leave, becomes ill and unable to attend work, the Part-Time Employee will be permitted to borrow against their sick leave up to a maximum of the sick leave entitlement the employee would have otherwise earned during the first six (6) month period based on the employee's core schedule of hours.

When the Part-Time Employee completes six (6) months of continuous service, the days taken as an advance on sick leave will be deducted from the Part-Time Employee's sick leave bank. In the event the Part-Time Employee leaves employment with the Employer prior to completing six (6) months of continuous service, the Employer is entitled to recover the cost of the sick leave paid to the employee from the employee's final pay cheque. In the event the employee's final pay cheque is insufficient to cover the amount owed to the Employer, the employee will repay the Employer the remaining amount.

- (2) A deduction shall be made from sick leave credits for all time absent due to illness or injury except for an absence that is covered by WCB. Any employee requesting sick leave may be required to produce a medical certificate certifying that the employee is unable to carry out their duties due to illness or injury.
- (3) All sick leave records shall be kept in hours and all credits and debits shall be measured to the nearest one-half ($\frac{1}{2}$) hour. After the close of each calendar year, employees shall be advised of their accumulated sick leave credits.
- (4) Employees shall not receive sick leave credits while on leave of absence without pay for any reason, while on WCB or while laid off. An employee who is on sick leave and exhausts their sick leave credits must return to work for at least five (5) consecutive working days before they will be given any additional sick leave credits.
- (5) Where no one other than the employee can provide for the needs of an immediate member of their family during an illness, an employee shall be entitled, after notifying their superior, to use three (3) accumulated sick leave days for illness for this purpose. Further consideration may be given in excess. In order to comply with the requirements regarding eligibility for UIC Rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness.

(b) Workers' Compensation

An employee who is entitled to WCB temporary disability benefits shall not be eligible to use sick leave credits except where the first day or part day is not covered by WCB. If the WCB disallows an employee's claim, or during a period of WCB delay prior to accepting the claim, the Employer will pay full regular salary to the employee until the employee's sick leave, vacation and overtime credits are exhausted. Where the WCB subsequently accepts an employee's claim, the employee shall reimburse the Employer for all credits advanced to the employee.

(c) UIC Rebate

The employee's share of the Unemployment Insurance Rebate shall be paid to the Employer to partially offset the cost of benefits.

14. POSTINGS

- (a) Effective 2010 December 21, any vacant position or new position that the Employer intends to fill that is full-time or more than eighteen hours per week part-time, excluding all Museum Attendant positions, and which will be vacant for more than forty (40) working days shall be posted on the first Wednesday after the Employer determines that the vacancy will be filled.
- (b) Where the weekly hours of a Part-Time position are increased to more than eighteen (18) hours, the position shall not be posted and the position shall be awarded to the

current incumbent. Where a Part-Time position is converted to Full-Time, the position shall be posted.

- (c) Postings shall contain a general description of the position, qualifications, wage, and the initial hours of work.

15. FILLING VACANCIES

In making appointments, promotions, transfers and demotions, the skill, knowledge and ability of the employees shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.

16. PROBATIONARY PERIOD

- (a) All Full-Time Employees shall serve a probation period of up to six (6) months of active employment.
- (b) All Part-Time Employees shall serve a probation period of up to nine hundred (900) active working hours, provided that the probation period shall not exceed one (1) calendar year.
- (c) The probationary period shall be for the purpose of determining a person's suitability for regular employment in the position in which the person is placed in probationary capacity. At any time during the probationary period, the probationary employee may be terminated if, in the opinion of the Employer, the employee is unsuitable for regular employment.
- (d) Upon the successful completion of the probationary period, seniority, holiday benefits and other perquisites referable to length of service shall be based on the date of employment as a Full-Time or Part-Time Employee.

17. ANNUAL VACATION

(a) Annual Entitlement

- (1) Paid annual vacations for Full-Time Employees shall be allowed as follows:
 - (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 4 of the Employment Standards Act.
 - (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12$) of ten (10) working days for each month or portion of a month greater than one-half worked by December 31.
 - (c) During the second up to and including the ninth (effective 2010 December 21, eighth) calendar year of service - fifteen (15) working days.

- (d) During the tenth (effective 2010 December 21, ninth) up to and including the seventeenth calendar year of service - twenty (20) working days.
- (e) During the eighteenth up to and including the twenty-fifth calendar year of service - twenty-five (25) working days.
- (f) During the twenty-sixth and all subsequent calendar years of service - thirty (30) working days.
- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month greater than one-half worked to the date of termination.

PROVIDED THAT

- (h) "Calendar year" for the purposes of this Article shall mean the twelve-month period from January 01 to December 31 inclusive.
 - (i) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (2) Vacations for Part-Time and Casual Employees shall be allowed as follows:
- (a) A Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than eighteen (18) hours shall be covered by paragraph (1) on a prorated basis based on the ratio of the Part-Time Employee's regular schedule of core hours compared to the full-time weekly hours of thirty-five (35) hours.
 - (b) All other employees receive vacation pay pursuant to the Employment Standards Act. Such employees may, upon request, be granted leave of absence without pay up to the equivalent calendar days as provided in paragraph (1) for vacation purposes.
- (3) All requests for vacations and leaves of absence for vacation purposes shall be subject to the operational requirements of the Employer.

(b) Vacation Deferment

- (1) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:
 - (a) shall take at least fifteen (15) working days of such annual vacation during the year in which he earns such vacation, and
 - (b) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days.

PROVIDED HOWEVER, that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this paragraph (b) shall be twenty (20) working days.

- (2) Any annual vacation deferred pursuant to paragraph (1) shall be paid at the rate in effect when the vacation is taken.

(c) Vacation Pay

All employees, other than those entitled to a percentage of earnings in lieu of vacation, will be paid during their annual vacations at their respective regular or classified rates of pay.

18. PUBLIC HOLIDAYS

(a) Full-Time Employees

- (1) All Full-Time Employees who have completed one (1) month of employment shall be entitled to a holiday with pay for the following public holidays, namely: New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

- (2) In the event a Public Holiday defined in paragraph (1) falls on a non-work day for a Full-Time Employee, the Employer and the employee shall mutually agree on another work day for the employee to observe the Public Holiday.

When a Public Holiday is moved to another day:

- (i) work performed by an employee on the day from which the holiday was moved shall not attract Public Holiday premium pay, and
- (ii) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a Public Holiday.
- (3) All Full-Time Employees not required to work on a Public Holiday shall receive holiday pay equal to one (1) normal day's pay.

All Full-Time Employees required to work on a Public Holiday shall be paid their normal day's pay for the said holiday and in addition thereto shall be granted compensating time off equivalent to one and one-half (1½) times the number of hours worked on the holiday. The compensating time off shall be taken at a mutually agreed time.

- (4) The premium rate which is paid for hours worked on Public Holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a Public Holiday extends beyond seven (7) hours.

Notwithstanding receipt of a day's pay for a Public Holiday, it shall not be considered as time worked for the purpose of calculating overtime.

- (5) In the case of an employee's termination of service for any reason, adjustment will be made for any overpayment relating to Public Holidays.

(b) Casual and Part-Time Employees

- (1) A Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than eighteen (18) hours and who has completed one (1) month of employment shall be covered by paragraph (a) on a prorated basis based on the ratio of the Part-Time Employee's regular schedule of core hours compared to the full-time weekly hours of thirty-five (35) hours.
- (2) A Public Holiday will be treated as a normal working day for all Casual Employees and those Part-Time Employees not covered by paragraph (1). Thus, an employee who works on a Public Holiday will be paid at straight-time rates except as provided under the Overtime provisions. 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.

19. MATERNITY AND PARENTAL LEAVE

(a) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions - Special Circumstances

An employee shall be entitled to extend the 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.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child may be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date she or he intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in his or her previous or a comparable position and for the purposes of pay increments and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Employer of his or her intention to return to work pursuant to

paragraph (b)(5) and who subsequently suffers any illness or disability which prevents him or her from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which he or she would otherwise have returned to work.

20. COMPASSIONATE LEAVE

- (a) Any employee who has completed six (6) calendar months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days (twenty-one (21) hours, prorated for Part-Time Employees) in the following events:
 - (i) in the case of the death of the employee's spouse, child, ward, brother, sister, brother-in-law, sister-in-law, parent, parent-in-law, grandchild, grandparent, guardian or common-law spouse; or
 - (ii) in the case of the death of any other relative if living in the employee's household.
- (b) Any employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein, and who is required to travel 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-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the Executive Director who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the Executive Director. 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 compassionate leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Executive Director, an employee may be granted leave of up to one-half ($\frac{1}{2}$) day (three and one-half ($3\frac{1}{2}$) hours, prorated for Part-Time Employees) without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

21. JURY AND WITNESS DUTY

- (a) Any Full-Time or Part-Time Employee who is called for Jury Duty or subpoenaed as a Crown/defense witness in a Court proceeding shall be given time off work during the

period of such duty. The employee shall suffer no loss of regular pay for the time so spent and any remuneration received by the employee for such duty shall be remitted to the Employer.

- (b) Any costs related to the Court appearance (such as transportation, parking and meals) shall remain the responsibility of the employee. Employees are not required to remit to the Employer, allowances they receive from the Court for travelling, meals or related expenses.
- (c) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

22. LEAVE OF ABSENCE - UNION OFFICIALS

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer.
- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount plus an additional flat rate of ten percent (10%) of the wage or salary to offset the costs of benefits paid by the Employer while representatives are on leave of absence. The Union shall reimburse the Employer within forty-five (45) calendar days of receipt of the account.
- (c) Upon application to, and upon receiving the permission of the Employer in each specific case, up to two (2) official representatives of the Union may be granted time off without loss of pay for the purpose of settling a grievance as outlined elsewhere in this Agreement.
- (d) Upon application to, and upon receiving the permission of the Employer in each specific case, up to two (2) official representatives of the Union may be granted leave of absence for the purpose of collective bargaining with the Employer or for other Union business. The first five collective bargaining meetings shall be without loss of pay, all subsequent collective bargaining meetings and all other Union business leave shall be without pay.

23. SENIORITY

- (a) Seniority shall be calculated on the basis of hours worked and Full-Time and Part-Time Employees shall acquire seniority upon completion of the Probation Period.
- (b) Upon qualifying for seniority, a Full-Time or Part-Time Employee shall be credited with all hours worked retroactive to the date the employee commenced full-time or part-time employment.
- (c) In calculating seniority, "hours worked" shall also include premium hours such as overtime, time paid but not worked such as vacation, public holidays, sick leave and other paid absences, and time absent on WCB and Maternity and Parental Leave. All

unpaid absences except WCB and Maternity and Parental Leave shall be excluded when calculating seniority.

24. LAYOFF AND RECALL

(a) Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified (has the skill, knowledge and ability) to fill the lower position.

(b) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify employees, who have acquired seniority rights, and who are to be laid off, at least fourteen (14) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work during the fourteen (14) days referred to above, the employee shall be paid for those days for which work was not made available.

(c) Recall

Employees shall be recalled to positions for which they are qualified (as defined above), in the order of their bargaining unit-wide seniority.

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing they are qualified to perform the available work and providing they respond within the stipulated time limits. Each employee on layoff will be responsible for keeping the Employer advised of a current address and telephone number where the employee can be contacted for Recall. If the Employer is unable to contact the employee by telephone, notice of Recall shall be delivered to the employee's last address in which case the employee shall have 48 hours from the date of delivery of the notice of Recall to respond. The 48 hour time period shall not include time on weekends or Public Holidays. An employee who fails to respond or who refuses to report for work shall drop to the bottom of the Recall list. An employee shall report to work at the time specified by the Employer.

An offer of employment to replace another employee who is absent shall not be considered a recall and may be declined by a laid off employee without penalty.

(d) Seniority

Employees shall not accumulate seniority while on layoff. An employee recalled within six (6) months shall be credited with their previous service for determining seniority and

length of service for perquisites. An employee shall lose seniority and right of recall if continuously laid off for a period of more than six (6) consecutive months.

25. GRIEVANCE PROCEDURE AND ARBITRATION

(a) During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall be finally and conclusively settled without stoppage of work by the following grievance procedure.

(b) Grievance Procedure

Step 1

The employee involved and an authorized Union representative shall, within thirty (30) calendar days of the circumstances giving rise to the grievance, reduce the grievance to writing with full particulars, and shall seek to settle the dispute with the Executive Director. The Executive Director shall provide a written response within seven (7) calendar days of receipt of the grievance.

Step 2

If the matter is not resolved in Step 1, the Union may pursue the grievance by referring the matter to a Joint Grievance Committee within seven (7) calendar days of receipt of the Executive Director's response. The Joint Grievance Committee shall consist of two (2) members appointed by the Employer and two (2) members appointed by the Union. The Executive Director and the Union representative from Step 1 may be appointed to the Joint Grievance Committee. This Committee shall have fourteen (14) calendar days from the date of referral in which to render a written decision.

Step 3

If the matter is not resolved in Step 2, either party may refer the dispute to arbitration within ten (10) calendar days of receipt of the Joint Grievance Committee's decision.

(c) Policy Grievance - where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be by-passed.

(d) Arbitration

When either party refers a grievance to arbitration, the referral shall be in writing to the other party to the Agreement, indicating the name and address of its nominee on the arbitration board. Within ten (10) calendar days thereafter, the other party shall respond in writing indicating the name and address of its appointee to the arbitration board. The two nominees shall select a third person who shall be the chairperson.

If the party receiving the notice fails to appoint its nominee to the Board of Arbitration, or if the two nominees to the Board of Arbitration fail to agree on a Chairperson within

seven (7) days of their appointment, the appointment of a Chairperson shall be made by the Minister of Labour upon the written request of either party.

Each party shall bear the fees and expenses of its nominee to an Arbitration Board and each party shall bear equally the fees and expenses of the Chairperson.

The majority decision of the Arbitration Board shall be final and binding on both parties.

- (e) The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the parties.
- (f) The Employer shall have the same rights as the Union to file and process a grievance.

26. DISCIPLINE

Where the Employer intends to meet with an employee for the purpose of administering discipline, the employee may elect to have a Union representative present. Where the employee elects not to have a Union representative present, or a Union representative is not available, the absence of a Union representative shall not affect the Employer's right to impose discipline and shall not be used as a reason to request an Arbitrator to amend or overturn the discipline.

27. JOINT LABOUR-MANAGEMENT/OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

A Joint Labour-Management/Occupational Health and Safety Committee shall be established comprised of up to two (2) representatives of the Employer to be appointed by the Executive Director and up to two (2) representatives to be appointed by the Union. The purpose of the Committee will be to meet and discuss miscellaneous matters related to employment including occupational health and safety matters, as requested by either party. Employees shall suffer no loss of pay for attending Committee meetings.

28. DISCRIMINATION

The Employer and the Union agree that any form of discrimination under the prohibited grounds of the BC Human Rights Code shall not be tolerated in the workplace.

DATED at Delta, British Columbia, this ____ day of _____, 2011.

THE DELTA MUSEUM AND ARCHIVES
SOCIETY:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 454:

CHAIR OF BOARD

PRESIDENT

BOARD MEMBER

SECRETARY

REVISED SCHEDULE "A"DELTA MUSEUM AND ARCHIVES SOCIETY2010 - 2011HOURLY RATES OF PAY

	<u>Effective 2010 Jan. 01</u>	<u>Effective 2011 Jan. 01</u>
Administrative Assistant	\$23.19	\$23.42
Archivist	27.35	27.62
Assistant Archivist	22.79	23.02
Curator	27.35	27.62
Grant Employee	13.58	13.72
Museum Attendant	13.80	13.94
Museum Receptionist	16.63	16.80
Museum Secretary/Receptionist	18.81	19.00
Program Coordinator	23.55	23.79
Registrar/Technician	22.74	22.97

Note: The position of Museum Receptionist and its associated salary was inadvertently left off the Schedule "A" when the Collective Agreement was drafted. It was, however, included in the Schedule "A" of the Memorandum of Agreement settling the terms of the Collective Agreement. This Revised Schedule A"" was substituted into the Collective Agreement in place of the Schedule "A" which was initially included in the Collective Agreement by agreement of the parties in order to correct the inadvertent omission of the position of Museum Receptionist and its associated salary.

SCHEDULE "A-1"DELTA MUSEUM AND ARCHIVES SOCIETY2010 - 2011HOURLY RATES OF PAY

	<u>Effective 2010 Jan. 01</u>	<u>Effective 2010 Dec. 31</u>	<u>Effective 2011 Jan. 01</u>
Archival Attendant	\$14.42	\$16.63	\$16.80

LETTER OF UNDERSTANDING

between the

DELTA MUSEUM AND ARCHIVES SOCIETY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 454
(hereinafter called "the Union")

Whereas the Union representing the employees of the Delta Museum and Archive Society are seeking to have benefits coverage for Extended Health Benefits, Dental Benefits and Group Life Insurance;

AND

Whereas the Employer is prepared to approach an insurance carrier(s) ("the Insurers") to arrange for insurance for Extended Health Benefit Insurance ("EHB Insurance Plan"), Dental Benefit Insurance ("Dental Insurance Plan") and Group Life Insurance ("GL Insurance Plan") (collectively "the Insured Benefit Plans") through one or more insurance carriers ("the Insurer(s)") the Employer and Union agree that the Insurer(s) policies, regulations, and procedures shall govern the Insured Benefits Plans;

AND

Whereas the Employer and the Union agree that all Regular Full-Time Employees who have completed six (6) months of continuous employment and all Regular Part-Time Employees who work a core schedule of eighteen (18) hours or more per week on an annual basis, and who have completed six (6) months of continuous employment, shall be required to participate in the GL Insurance Plan on the first day of the month following six (6) months of continuous employment. The GL Insurance Plan applies only to employees;

AND

Whereas the Employer and the Union agree that all Regular Full-Time Employees, and all Regular Part-Time Employees who work a core schedule of eighteen (18) hours or more per week on an annual basis and who have completed six (6) months of continuous employment, shall, on the first day of the month following six (6) months of continuous employment, be required to participate in the EHB Insurance Plan and Dental Insurance Plan unless an employee is able to provide the Insurer(s) with proof that is acceptable to the Insurer(s) that the employee is covered by another EHB Insurance Plan and/or Dental Insurance Plan. The EHB Insurance Plan and the Dental Insurance Plan applies to employees as well as their eligible dependants as defined by the Insurer(s);

AND

LETTER OF UNDERSTANDING RE BENEFITS (cont'd)

Page 2

Whereas the Employer and the Union agree that 50% of the cost of the premiums for the Insured Benefit Plans referenced in this letter shall be borne by the Employer and 50% of the cost of the premiums ("the Premium Cost Share") for the Insured Benefit Plans shall be borne by each employee who is entitled to participate in the Insured Benefits Plans;

AND

Whereas the parties agree that the Employer's sole responsibility in relation to the Insured Benefit Plans shall be for the remittance of the premiums to the Insurer(s) based on the Premium Cost Share;

The Employer and the Union agree:

that as soon as practicable following date of ratification of the 2010-2011 Collective Agreement, the Employer will approach the Insurer(s) to make arrangements to enter into an insurance contract(s) with the Insurer(s) for the Insurer(s) to provide the Insured Benefits Plans for employees.

In the event the Employer and the Insurer(s) enter into a contract and:

the Insurer(s) serve notice to discontinue the EHB Insurance Plan and/or the Dental Insurance Plan and/or the GL Insurance Plan; or

the employees who are entitled to participate in the Insured Benefits Plans or the Employer finds the premiums for the Insured Benefits Plans are too financially onerous and the Insured Benefits Plans need to be discontinued,

then the Employer and/or the Union shall meet to determine what alternatives or options, if any, are available to provide other insured extended health benefits and/or insured dental benefits and/or group life insurance to the employees.

Where the Employer and Union are not able to find any mutually acceptable alternatives, either the Employer or Union may provide the other party with notice to re-open the monetary items in the collective agreement or those monetary items discussed in this Memorandum of Agreement and engage in collective bargaining with respect to those monetary items only.

LETTER OF UNDERSTANDING RE BENEFITS (cont'd)

Signed this 30th day of November, 2010.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

“Mark Sakai”

“Josh Turner”

“Len Stroh”

“J. Kerry”

“John Stevens”

“C. Sale”

“Malcolm Graham”

“Rhonda L. Bender”