

# **COLLECTIVE AGREEMENT**

BETWEEN

**KELOWNA MUSEUMS SOCIETY**



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338**



**January 1, 2022 - December 31, 2024**

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AGREEMENT BETWEEN:  
**KELOWNA MUSEUMS SOCIETY**  
(hereinafter called the "Employer")  
and  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 338**  
(hereinafter called the "Union")

**PREAMBLE**

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE 1      DEFINITIONS**

**EMPLOYEE CATEGORIES**

- a) **"EMPLOYEE"** - a person in the bargaining unit who is employed by the Employer for remuneration.
- b) **"PROBATIONARY EMPLOYEE"** - an employee who has not completed the probationary period.
- c) **"FULL TIME EMPLOYEE"** - an employee who has completed the probationary period and is employed for thirty-five (35) hours per week.
- d) **"PART TIME EMPLOYEE"** - an employee who works less than the full time hours of work on a recurring or scheduled basis.
- e) **"CASUAL EMPLOYEE"** - a person who is employed on an irregular basis or to fill vacancies due to the absence of employees through illness, accident, or vacation. Casual Employees will not replace Full-Time Employees or Part-Time Employees except due to absence through illness, accident or vacation.

- f) **"TERM EMPLOYEE"** – a person employed for a full time or part time assignment with a defined start and end date. Term assignments in excess of four (4) months will be posted in accordance with Article 12.01.

Term employees do not acquire seniority, unless they are an employee hired from within the bargaining unit and were accruing seniority prior to taking the term position.

- g) **"STUDENT"** - a person who is employed for a defined period of time and is attending school, college or university and intends to return to their studies in the subsequent academic year.

## **ARTICLE 2 MANAGEMENT RIGHTS AND UNION RECOGNITION**

### **2.01 Rights of Management**

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

### **2.02 Union Recognition**

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

### **2.03 Work of the Bargaining Unit**

Except for incidental or emergency situations, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

## **ARTICLE 3 NO DISCRIMINATION**

There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, termination, discipline, dismissal, or otherwise by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person nor by reason of their membership or non-membership in a labour union. The provisions of the Human Rights Code of BC will prevail if there are any discrepancies with the interpretation or application of the above.

## **ARTICLE 4      UNION SECURITY**

Every employee who is now, or hereafter becomes, a member of the Union shall maintain their membership in the Union as a condition of their employment. Every new employee shall immediately become a member of the Union upon commencement of employment.

## **ARTICLE 5      CHECKOFF OF UNION DUES**

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

## **ARTICLE 6      ORIENTATION OF NEW EMPLOYEES**

### **6.01              Copies of the Agreement**

The Union will supply all new employees in the CUPE Bargaining Unit, including Student, Casual, Term and Part Time employees, with a copy of this agreement. In the Employee Orientation sessions the Employer will include and allow for a brief presentation by a CUPE representative.

### **6.02              Collective Agreement on S:Drive**

The Employer will ensure the current Collective Agreement is available on the s:drive.

## **ARTICLE 7      LABOUR MANAGEMENT AND NEGOTIATIONS**

### **7.01              Bargaining Committee**

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

### **7.02              Additional Representatives**

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

### **7.03              Meeting of Committee**

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

### **7.04              Function of Bargaining Committee**

All matters of mutual concern pertaining to collective bargaining shall be referred to the said Committee for discussion in a results oriented fashion.

## **7.05 Time Off for Meeting**

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

## **ARTICLE 8 GRIEVANCE PROCEDURE**

### **8.01 Grievances**

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

All grievances shall be finally and conclusively settled in the manner set out in Articles 8 and 9 without the slow-down or stoppage of work.

#### **STEP 1:**

An employee desiring to resolve a grievance shall, with a Union representative, first seek to settle the grievance with their immediate supervisor, within thirty (30) days from the time the issue became known to the Union.

#### **STEP 2:**

If a satisfactory settlement is not reached within three (3) working days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, by the Union within ten (10) working days to the Human Resources Representative.

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

### **8.02 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance will be referred to the Executive Director prior to advancing to Step 2 of the grievance procedure.

### **8.03 Employer Grievances**

The Employer may submit a grievance in writing to the Union within thirty (30) days from the time the issue became known to the Employer. The Union, through its Grievance Committee, shall meet with the Employer's Grievance Committee with a view to bringing about a settlement.

### **8.04 Time Limits**

All time limits listed above may be extended by mutual agreement.



## **ARTICLE 9      ARBITRATION**

### **9.01            Referred to Arbitration**

If the grievance is not satisfactorily settled within seven (7) days following the date of the meeting of the grievance committees as provided in Article 8.01, Step 2, and Article 8.03, the matter shall be referred to either a single Arbitrator or the Three (3) Panel Board defined in Article 9.02.

### **9.02            Board of Arbitration**

Board of Arbitration shall consist of one (1) person to be mutually appointed by the Employer and the Union, unless either party indicates that they want a three (3) person Board of Arbitration which shall consist of one (1) person appointed by each party and a chairperson to be selected by the two (2) so appointed.

Where the parties are using a one (1) person Board of Arbitration, the Employer and the Union shall mutually agree on the person within seven (7) calendar days of the referral to arbitration.

Where the parties are using a three (3) person Board of Arbitration, the Employer and the Union shall appoint their respective representative within seven (7) calendar days of the referral to arbitration. The two (2) representatives shall select a chairperson within a further seven (7) days. Where the parties are unable to agree on a person to be a single Arbitrator or a chairperson, as the case may be, either party may apply to the Minister of Labour to make the appointment.

In all other respects, the provisions of the *Labour Relations Code* shall apply. The decision of the Board of Arbitration shall be final and binding on both parties.

### **9.03            Costs and Expenses of Arbitration**

Each Party to the grievance shall pay its own costs and expenses of arbitration and one-half (½) of the compensation and expenses of the Chairperson of the Arbitration Board.

### **9.04            Witnesses**

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

### **9.05            Single Arbitrator**

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

## **ARTICLE 10 DISCHARGE OR SUSPENSION**

### **10.01 Warnings**

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

### **10.02 Discharge or Suspension**

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

### **10.03 Picket Line**

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

### **10.04 Special Grievance**

A claim that an employee has been discharged or suspended for other than proper cause shall be treated as a special grievance and shall be submitted directly to the Executive Director. Advancement to Step 2 of the Grievance Procedure will occur if no resolve is reached within ten (10) days.

### **10.05 Reinstatement**

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

## **ARTICLE 11 SENIORITY**

### **11.01 Seniority Defined**

Seniority is length of service with the Employer.

### **11.02 Seniority for New Employees**

New employees shall be considered to be probationary employees until they have been continuously employed for four hundred and twenty (420) hours or ninety (90) days, whichever comes first; and during such probationary period they shall not be entitled to seniority. The Employer may deem the probationary period served at any time, during this period. At the end of such probationary period, an employee shall be entered on the seniority list.

**11.03****Seniority List**

The Employer shall maintain a seniority list based on hours of service, with the exception of those employees already employed in prior to the collective agreement signed in 2012, by hire date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January each year.

The date of seniority for current part time employees shall be maintained for the remainder of their employment. Dated to the last collective agreement.

**11.04****Layoff**

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

An employee shall lose their seniority in the event they are laid off for a period longer than one (1) year.

**ARTICLE 12 PROMOTIONS AND STAFF CHANGES****12.01****Job Posting**

If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted on all bulletin boards for a period not less than five (5) working days. Copies of such notice will be sent to the Union and the Unit Chair.

**12.02****Seniority to Apply**

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

**12.03****Trial Period**

When an employee is promoted or transferred from one classification to a higher one, the employee shall be on a trial period for four (4) months. At the conclusion of the trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee while on the job.

**12.04****Salary Increase**

In the event an employee is promoted or temporarily assigned to a higher rated classification, where a graduated wage range is provided, they shall be paid at least that rate in the wage range for the classification to which they are promoted or temporarily assigned which is next higher than their present rate.

**12.05 Union to be Notified**

The Union shall be notified of all appointments, hirings, layoffs, rehiring or terminations of employment. Notification shall be to both the Secretary of the Union and the Unit Chair.

**12.06 New Classifications**

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

**12.07 Changed Classification**

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

**12.08 Abandonment**

If the Union does not request to meet with the Employer to review the classification and rate within sixty (60) calendar days, as provided for in Article 12.06, or if the Union does not refer the difference, if any, to arbitration within sixty (60) calendar days, as provided for in Article 12.07, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

**12.09 Extension of Time Limits**

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

## **ARTICLE 13 HOURS OF WORK**

### **13.01 Normal Work Day and Normal Work Week**

- a) The normal work week shall consist of five (5) consecutive seven (7) hour days, thirty-five (35) hours per week. A seven (7) hour shift shall not be spread over a period longer than eight (8) hours with one (1) hour off for lunch unless otherwise mutually agreed in writing.
- b) Notwithstanding the provisions of 14.01 and with sufficient notice, the Employer and the Union may, by mutual agreement, vary the start-quit times, within the existing hours of work.

### **13.02 Rest Periods**

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

### **13.03 Hours of Work to be Posted**

The hours and days of work of each employee shall be posted in an appropriate place. Employees shall be given two (2) weeks' notice prior to any change in the scheduling except in emergency situations occurring during the regular working day.

### **13.04 Earn Days Off**

The employer shall maintain an Earn Days Off program (EDO), which shall allow for employees to bank regular time or overtime worked on any given day. Regular fifteen (15) minute breaks are not eligible for banked time.

The program shall be available to all employees. Involvement in the program shall be voluntary.

Employees seeking to work EDO hours or take EDO time off, must first receive the permission of their supervisor. Permission shall not be unreasonably denied and shall be for bona fide operational reasons only.

Banked EDO time shall be calculated at the overtime or regular rate of pay for the position in which the time was banked.

Unused bank time shall be paid out at the end of each fiscal year. The employer may grant an employee permission to carry over additional EDO time if requested.

## **ARTICLE 14 OVERTIME**

### **14.01 Overtime Defined**

All hours worked by Full-time Employees, Part-time Employees or Term Employees in excess of seven (7) and up to and including nine (9) hours in any

one (1) day, shall be paid at a rate of one and one-half times (1½x) the employee's regular hourly rate.

All hours worked in any one (1) day in excess of nine (9) hours, shall be paid at a rate of double (2x) the Full-time Employee's, Part-time Employee's, Student's or Term Employee's regular hourly rate.

All hours worked by Casual Employees in excess of nine (9) hours in any one (1) day, shall be paid at a rate of double (2x) the employee's regular hourly rate.

All employees have the right to refuse overtime without loss of hours or any other reprisal.

**14.02 Call Out**

Employees called out to work, without prior notice, outside normal working hours, shall be paid two (2) hours minimum at double (2x) the employee's regular rate.

**14.03 Day of Rest**

Employees called in to work on their day of rest without two (2) weeks prior notice, will be paid at a rate of double (2x) their regular rate for all hours worked.

**ARTICLE 15 HOLIDAYS**

**15.01 Statutory Holidays**

All employees with over thirty (30) days' service, who normally work half-time (½) or more, shall receive regular pay for the following holidays (for part-time employees working less than half-time, holiday pay shall be calculated on a pro-rated basis):

- |                               |                      |
|-------------------------------|----------------------|
| New Year's Day                | Labour Day           |
| Family Day                    | Thanksgiving Day     |
| Good Friday                   | British Columbia Day |
| Easter Monday                 | Remembrance Day      |
| Victoria Day                  | Christmas Day        |
| Canada Day                    | Boxing Day           |
| Day of Truth & Reconciliation |                      |

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

Employees shall be given thirty (30) days' notice prior to working on a statutory holiday.

The Employer will allow employees to substitute a statutory holiday for another faith-based or culturally significant day upon written request by the employee, with thirty (30) days' notice, where operationally feasible.

**15.02 Statutory Holiday on Scheduled Day Off**

Where such statutory holidays fall on the regular day off of any employee, there shall be granted a day off at a future time in lieu of the statutory holiday. The lieu day shall be taken within sixty (60) calendar days of the statutory holiday. The lieu day shall be by mutual agreement between the employee and the employee's direct supervisor.

**15.03 Work on a Statutory Holiday**

Any employee required to work on a statutory holiday shall be paid at the rate of double time (2x) for all hours worked on such day plus the regular day's pay for the holiday. The employer may use casual employees who shall be paid double time (2x).

**ARTICLE 16 ANNUAL VACATIONS**

**16.01 Vacation Year - Definition Of**

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

**16.02 Time Off for Annual Vacation**

Full time employees shall earn vacation time each year according to the following schedule. Earned vacation time shall be taken in the year following.

One (1) – five (5) years	six (6%) percent (three (3) weeks)
Six (6) – ten (10) years	eight (8%) percent (four (4) weeks)
Eleven (11) – fifteen (15) years	ten (10%) percent (five (5) weeks)
Sixteen (16) – twenty (20) years	twelve (12%) percent (six (6) weeks)
Twenty-one (21) or more years	fourteen (14%) percent (seven (7) weeks)

**16.03 Vacation Pay Accrual**

Employees shall accrue vacation pay each pay period at the rates shown in 16.02.

At the end of each calendar year, any unused current vacation time will be paid out at the employee's current rate of pay. A maximum of five (5) vacation days may be carried forward into the next year upon the direct supervisor's approval of the employee's written request.

On or before December 31<sup>st</sup> of each calendar year, the Employer will provide each employee with a Vacation Balance Statement showing the number of vacation days the employee has available for the coming calendar year.

#### **16.04 Holidays During Vacation**

If a statutory or declared holiday falls on or is observed during an employee's vacation period, they shall be granted an additional day's vacation for such holiday in addition to their regular vacation time.

#### **16.05 Scheduling of Vacations**

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

#### **16.06 Termination of Employment**

In the event of termination of employment for any reason, an employee is entitled to their vacation allotment based on Articles 16.03.

### **ARTICLE 17 SICK LEAVE PROVISIONS**

#### **17.01 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, or various health related absences including medical, dental, paramedical and counseling appointments or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

Health related medical appointments are generally expected to be scheduled outside of regular working hours. Where this is not possible, they are to be scheduled so as to minimize any disruption of the work day.

#### **17.02 Sick Leave Entitlement**

Full-Time employees shall be entitled to sick leave on the basis of one and one quarter (1¼) days [six (6%) percent] for each month of service following completion of their probationary period. Unused sick leave may be accumulated by an employee up to a maximum of one hundred and fifty (150) days. Accrued sick leave will not be paid out to employees at any time. Part time employees shall accumulate sick leave on a pro-rated basis. Casual employees do not accumulate sick leave.

#### **17.03 Proof of Illness**

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



**17.04 Sick Leave During Absence**

When an employee returns to work after an approved leave of absence or within twelve (12) months of being laid off, the amount of accrued sick leave at the beginning of such leave of absence or layoff shall be credited to the employee.

**17.05 Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Employees will be advised of accrued sick leave credits upon application.

**ARTICLE 18 LEAVE OF ABSENCE**

**18.01 For Union Business**

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

**18.02 Union Conventions**

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

**18.03 Bereavement Leave**

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

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

One (1) day shall be granted without loss of pay or benefits to an employee to attend a funeral provided such employee has the approval of their direct supervisor.

**18.04 General Leave**

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

**18.05 Jury Duty or Court Witness**

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

**18.06 Statutory Leaves**

Employees shall be granted all leaves including maternity leave, parental leave, family responsibility leave, bereavement leave, compassionate care leave, and leave for jury duty in accordance with the provisions of the *British Columbia Employment Standards Legislation*.

**18.07 Family Leave**

In the event an employee is required to be absent from work to provide for the immediate needs of their family, the employee may utilize up to five (5) days of Emergency Family Leave each year. Full Time employees shall be credited with a bank of five (5) days of Family Leave each year. Part time employees, and employees having completed their probationary period, shall have their Family Leave bank prorated. Family Leave will not be paid out to employees at any time and cannot be carried beyond the calendar year.

Additional days of Family Leave for compassionate reasons may be granted by the direct supervisor when there are severe and critical family health and welfare circumstances that warrant the employee's absence at work and utilization of Family Leave provisions. Any such additional days of Family Leave that are granted will be deducted from the employee's Sick Leave.

**ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES**

**19.01 Wage Rates**

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

**19.02 Employee Retirement Savings Plan**

The Employer will contribute the equivalent of one percent (1%) of gross pay to employees for the purpose of retirement saving. The amounts will be added to each employee's paycheque after their bi-weekly pay has been calculated.

**19.03 Travel Allowance**

Employees required to travel on Employer business shall be paid for out-of-pocket expenses and for meals in accordance with the BC Government's Core Policy and Procedures Manual.

Employees required to use their own vehicle on Employer's business shall be paid the mileage rate applicable in effect under the BC Government's Core Policy and Procedures Manual.

**19.04            Parking Allowance**

The employer shall pay the cost of a parking pass at the Museum for all employees. The Employer will provide a monthly bus pass instead of parking for employees who choose to use public transit instead of a personal vehicle.

**19.05            Overnight Shift Premium**

An employee shall receive a premium of one (\$1.00) dollar per hour for all scheduled hours worked between the hours of 10:00 p.m. and 6:00 a.m. the following day.

**ARTICLE 20    BENEFITS (for Regular Employees Working More than Half (1/2) Time)**

**20.01            Medical Insurance**

The Employer shall contribute one hundred percent (100%) of the premiums of the BC Medical Services Plan for all permanent employees who are employed more than half-time (1/2).

**20.02            Group Life Insurance & Accidental Death & Dismemberment**

Employees shall participate in a Group Life Insurance and Accidental Death and Dismemberment policy, with a recognized carrier. The Employer shall pay one hundred percent (100%) of the regular monthly premium. The amount of coverage shall be calculated on the basis of two times (2x) an employee's annual salary.

**20.03            Extended Health Care**

The employer shall contribute one hundred percent (100%) of the premiums for an Extended Health Care plan and Standard Vision Care Plan that includes an eye exam every two (2) years up to one hundred and twenty-five (\$125.00) dollars in which all employees shall enroll.

**20.04            Employee Assistance Plan**

An Employee Assistance Plan from a recognized carrier shall be implemented and paid one hundred percent (100%) by the Employer.

**20.05            Dental Plan**

The Dental Plan from a recognized carrier shall be paid for seventy-five (75%) percent by the Employer and twenty-five (25%) percent by the employee.

**20.06            In Lieu of Benefits**

Employees who are not eligible for the benefit plan shall receive seventeen (17%) percent in lieu of annual vacation, statutory pay, benefits, Family Leave and Sick Leave. This will be accrued biweekly included in payroll and can be withdrawn in any pay period.

**20.07            Health Allowance**

The Employer recognizes that there are a wide variety of activities which lead to improved physical fitness and emotional health. The Employer will

reimburse Full-Time, Part-Time and Casual Employees for expenses related to the following to a maximum of five hundred (\$500) dollars per calendar year per employee.

- 1) Access to Nature (eg. National park passes, backcountry access passes, garden passes, etc.)
- 2) Fitness Centre/Structured Exercise Classes (e.g. gym memberships, yoga or cardio classes, pool passes)
- 3) Healthy Eating Programs (e.g. Simply for Life, Weight Watchers)
- 4) Team or Individual Sports (e.g. hockey membership dues, ski passes, or recreational equipment)
- 5) Paramedical Services (e.g. acupuncture, massage therapy, physiotherapy)
- 6) Medical Supplies (e.g. compression stockings, diabetes supplies, crutches, joint braces)
- 7) Dental Health

The above are examples, the Employer will not withhold approval for any item that directly supports the employee's physical or mental health. This provision will not be used to circumvent the provisions of the insurance plan.

Part-time and Casual Employees will receive a Health Allowance pro-rated according to the hours they worked in the previous calendar year.

## **ARTICLE 21 TECHNOLOGICAL CHANGE**

### **21.01 During the Term of This Agreement**

During the term of this agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

### **21.02 Introduction of a Technological Change**

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

- a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies, and
- b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 9 of this Collective Agreement, by-passing all other steps in the grievance procedure.

### **21.03 Arbitration Board**

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

Employer has or intends to introduce a technological change, the Arbitration Board:

- a) shall inform the Minister of Labour of its finding; and
- b) may then or later make any one (1) or more of the following orders:
  - i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - iii) that the Employer reinstate any employee displaced by reason of the technological change;
  - iv) that the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;
  - v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code of British Columbia).

#### **21.04 Notice of Intended Technological Change**

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

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

### **ARTICLE 22 GRANT WORKERS**

#### **22.01 Provincial/Federal Incentive Applications**

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

#### **22.02 Rates of Pay and Benefits**

The Parties agree that the terms of employment, including rates of pay and benefits, for grant workers, are to be negotiated between the Employer and the Union.

#### **22.03 Grievance**

In the event the Union and Employer cannot reach an agreement on the terms of employment for grant workers, the Union or Employer may file a grievance under Article 8 of the Collective Agreement. Failing satisfactory settlement, the matter may be submitted to arbitration under Article 9.

**ARTICLE 23 GENERAL CONDITIONS**

**23.01 Union Bulletin Boards**

The Employer shall provide the union with an appropriate bulletin board for its use at all work locations.

**23.02 No Violence in the Workplace**

"Violence" means the attempted, threatened or actual conduct of any person that causes, or is likely to cause, injury and includes any threatening statement or behavior that gives a worker reasonable cause to believe that persons, including employees, supported individuals or members of the public are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse, domestic violence entering the workplace, stalking, any other form of harassment or any other behavior that abuses, devalues or humiliates.


**ARTICLE 24 TERM OF AGREEMENT**

This Agreement shall take effect from January 1, 2022 and shall remain in effect until December 31, 2024 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement in accordance with the appropriate statute is given by either Party to the other Party.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 22 day of April, 2022.

**ON BEHALF OF:**


KELOWNA MUSEUM SOCIETY

  
\_\_\_\_\_  
Christopher Butt, Operations Manager

  
\_\_\_\_\_  
Linda Digby, Executive Director

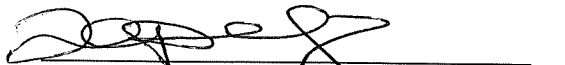
**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 338

  
\_\_\_\_\_  
Jasmine Marshall, Bargaining Committee

  
\_\_\_\_\_  
Tara Hurley, Bargaining Committee

  
\_\_\_\_\_  
Ken Pommier, President

  
\_\_\_\_\_  
Rachel Champagne, National Representative

**SCHEDULE "A" – PAY GRID  
BI-WEEKLY**

Level	Classification	Term	2021	% increase	2022 2.25%	2023 2.25%	2024 2.25%
1	Event Assistant	1-12 months	\$ 15.20	3%			
	Visitor Assistant	13-24 months	\$ 15.81	3%	\$16.81	\$17.19	\$ 17.57
	Summer Student	25+ months	\$ 16.44	2%			
2	Museum Assistant	1-12 months	\$ 17.26	1%	\$ 17.65	\$ 18.05	\$ 18.45
	Maintenance person	13-24 months	\$ 17.95	3%	\$ 18.35	\$ 18.77	\$ 19.19
		25+ months	\$ 18.66	4%	\$ 19.08	\$ 19.51	\$ 19.95
3	Programming/Education Assistant	1-12 months	\$ 19.59	4%	\$ 20.03	\$ 20.48	\$ 20.94
	Curatorial Assistant	13-24 months	\$ 20.37	4%	\$ 20.83	\$ 21.30	\$ 21.78
	Collections Assistant						
	Conservation Assistant						
	Museum Services Coordinator						
	Social Media Coordinator	25+ months	\$ 21.19	4%	\$ 21.67	\$ 22.15	\$ 22.65
	Military Historian						
	Interns						
	Archives Assistant Indigenous Knowledge Coordinator						
4	Curator of Collections	1-12 months	\$ 22.24	4%	\$ 22.74	\$ 23.25	\$ 23.78
	Exhibitions Coordinator	13-24 months	\$ 23.13	4%	\$ 23.65	\$ 24.18	\$ 24.73
	Laurel Enterprise Coordinator						
	Archivist	25+ months	\$ 24.05	6%	\$ 24.59	\$ 25.14	\$ 25.71
	Education/Programming Coordinator						
5	Head of Archives	1-12 months	\$ 25.25	5%	\$ 25.82	\$ 26.40	\$ 26.99
	Head of Collections and Conservation	13-24 months	\$ 26.26	7%	\$ 26.85	\$ 27.45	\$ 28.07
	Head of Programming						
	Head of Exhibitions	25+ months	\$ 27.30	7%	\$ 27.91	\$ 28.54	\$ 29.18
	Bookkeeper						

