

AGREEMENT

between

Art Gallery of Greater Victoria

and

Canadian Union of Public Employees

Local 410

March 31, 2018 to March 26, 2021

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COLLECTIVE AGREEMENT

between

**Art Gallery of Greater Victoria
(hereinafter referred to as the “AGGV”)**

and

**Canadian Union of Public Employees, Local No. 410
(hereinafter referred to as the “Union”)**

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:

- a) to promote and maintain harmonious relations;
- b) to recognize the mutual value of joint discussions of mutual interest;
- c) to encourage efficiency in operations pertaining to the mission of the Art Gallery of Greater Victoria;
- d) to provide methods of fair and amicable resolution of issues or disputes which may arise between the Parties within the jurisdiction of this Agreement;

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

ARTICLE 1 UNION SECURITY

1.1 Exclusive Bargaining Agent

The AGGV recognizes the Canadian Union of Public Employees, Local 410 as the sole and exclusive bargaining agent for employees in the bargaining unit for which the Union has been certified by the Labour Relations Code of British Columbia.

1.2 Union Membership

All employees shall, within 30 days of being employed, become and remain members in good standing of the Union as a condition of employment.

1.3 No Separate Agreements

The AGGV will not enter into any verbal or written agreement with any employee or group of employees, regarding the wages and/or working conditions of such employee(s), which conflicts with this Agreement.

1.4 Union Dues

- a) All employees covered by the Union Certification will pay to the Union an amount equal to the Union's dues and any assessments as levied by the Union in accordance with its Constitution and Bylaws, such payment to be made by payroll deduction.
- b) AGGV agrees to include dues deducted during the year on the employee's T4 slip.

1.5 Notification

The Union shall be notified of all promotions, hirings, layoffs, recalls and terminations of employment.

1.6 No Contracting Out

The AGGV agrees not to contract out work ordinarily performed by members of the bargaining unit where such contract would result in the lay off or failure to recall an employee on layoff who is qualified to perform the work.

1.7 Bargaining Unit Work

- a) Persons not in the bargaining unit shall not regularly perform the work of the bargaining unit, unless mutually agreed by the parties to this Agreement. Any concerns with respect to bargaining unit work will be referred to the Union-Management Committee.
- (b) Nothing in this Collective Agreement shall be construed to restrict the right of the excluded employees to perform the work normally done by them.

1.8 Unpaid Interns

Unpaid interns are students or recent students who are gaining educational related training and experience. The AGGV will notify the Union in writing of all such unpaid interns before they commence their internship. This notification shall indicate the duties to be performed by each unpaid intern. The duties performed by unpaid interns shall be integral to their educational related training and experience and is not intended to replace the duties performed by members of the bargaining unit with the result that no bargaining unit member will have their hours reduced or be laid off as a result of the duties performed by unpaid interns.

1.9 Wages for Co-op Students and Paid Interns

The wage rates for co-op students and paid interns will be determined by agreement between the AGGV and the Union on a case by case basis. Such employees are included in the bargaining unit and their wage rate will be no less than the lowest rate established in Schedule 'A'.

1.10 Grant Funded Opportunities

- a) This Agreement shall not apply to grants received from the Government or other funding agencies for the following purposes:
1. employment of unemployed or other targeted groups;
 2. grants for restoration or other capital purposes;
 3. other purposes mutually agreed to by the parties at the time of the grant application;
- unless such grants fund existing positions in Schedule 'A'.
- b) Applications for grants under this article shall be discussed with the Union as far in advance as practical before such applications are made.
- c) 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.
- d) AGGV 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 AGGV at the time the grant application is made. When all other conditions are otherwise met, the AGGV 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.
- e) The work of artists, guest curators and scholars is not covered by Article 1.7.

1.11 Volunteers

The AGGV and Union agree that the business of the AGGV requires the use of volunteers. The use of volunteers, defined as any person who offers their services without compensation from the AGGV, will not result in reduced hours or layoff of any employee as a consequence of the AGGV's decision to assign tasks to volunteers. The subject of the AGGV's use of volunteers will be discussed at the Union-Management Committee on a regular basis.

1.12 Technological Change

- a) The Union recognizes the right of the AGGV to introduce technological change for the purpose of improving operating efficiency.
- b) Prior to the introduction of technological change, the AGGV will give reasonable notice to the Union and convene a meeting of the Union - Management Committee, to discuss and resolve, if possible, matters pertaining to the proposed change.

- c) Where the Union - Management committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance or Arbitration procedures established in this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

The management and direction of employees shall be retained by the AGGV except as expressly limited by this Agreement.

ARTICLE 3 NO STRIKES OR LOCKOUTS; PICKET LINES

3.1 No Strike or Lockout

During the term of this Agreement there shall be no strike or withdrawal of services on the part of the Union or any of the employees and there shall be no lockout by the AGGV or any person acting on behalf of the AGGV.

3.2 Struck Work & Picket Lines

The AGGV shall not request, require, or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal union picket line resulting from a legal strike as defined in the Labour Relations Code. While honoring a picket line, employees shall be deemed to be on unpaid leave and not subject to discipline.

ARTICLE 4 HOURS OF WORK AND OVERTIME

4.1 Standard Hours of Work

- a) Standard hours of work for regular full time and temporary full-time employees are seven (7) hours per day, exclusive of a meal period, for a total of thirty-five (35) hours per week. Normal working hours are Monday to Friday, 9:00 am to 5:00 pm. The work days and/or working hours for some positions may vary depending on role and operational needs. The days and hours of work will be confirmed in the Letter of Offer of Employment or Letter of Temporary Employment as applicable.
- b) Prior to commencing employment, standard hours for regular part-time and temporary part-time employees will be determined by the Department Head in consultation with the supervisor, based on operational need. The days and hours of work will be confirmed in the Letter of Offer of Employment or Letter of Temporary Employment as applicable.
- c) The distribution of work time for any position may vary during the course of employment depending on operational needs, program requirements and other considerations. Changes to the regular work schedule that are initiated by the AGGV will be discussed with the employee prior to implementation.
- d) It is recognized that there will be occasions when an employee will need to start or end sooner than their normal times. Such anomalies must take into consideration

operational needs and the employee is expected to advise their supervisor and obtain permission.

4.2 Refreshment Breaks

- a) An employee may take two (2) fifteen-minute breaks per day as part of their regular 7 hour working day – one in the morning and one in the afternoon. The AGGV expects its employees to use their judgment and take into account operational needs when taking a break.
- b) Break time not used cannot be accumulated and/or used to extend the lunch break or leave work early.

4.3 Eligibility for Meal Breaks

- a) Regular full-time and temporary full-time employees, except security employees, are eligible for an unpaid meal break of up to 1 (one) hour per day.
- b) Regular part-time and temporary part-time employees who work a full day as part of their schedule, except security employees, are eligible for an unpaid meal break of up to 1 (one) hour per day.
- c) Regular part-time and temporary part-time employees who do not work a full day as part of their schedule are eligible for an unpaid meal break of one ½ (half) hour after 5 (five) consecutive hours of work.
- d) Security employees are required to be available for work during their meal break and are therefore eligible for a paid meal break of one ½ (half) hour. Since security employees remain on call during their meal break, they must take their break within the AGGV premises.

4.4 Overtime

- a) In principle, overtime is not encouraged by the AGGV. However, it is recognized that from time to time it is necessary for an employee to work hours in excess of their regular work schedule in order to carry out the responsibilities of their position.
- b) An employee must always discuss the need for overtime with their supervisor beforehand and obtain approval prior to working the overtime. The supervisor may consult with the appropriate Department Head prior to authorizing overtime. If there is a legitimate reason why authorization cannot be obtained prior to working overtime, compensation may be granted at the discretion of the Department Head.
- c) Employees are expected to adjust their work hours when it is necessary to work outside of normal business hours.
- d) Overtime rates shall apply when an employee works more than seven (7) hours in any day, or more than thirty-five (35) hours in any week, with the exception that when an employee's normal schedule of work requires them to work more than seven (7) hours in any day, or more than thirty-five (35) hours in any week, overtime rates shall not apply. (To be effective on the date of ratification.)

- e) Overtime shall be paid at the rate of one and one-half (1½) times the normal basic rate for the first four (4) hours per day and double time (2x) thereafter.

4.5 Time off in Lieu of Overtime

- a) If time off is to be taken in lieu of payment for overtime, this must be agreed to prior to the overtime being worked.
- b) The time off shall be scheduled at a time mutually agreed by the employee and the Department Head.

ARTICLE 5 UNION/MANAGEMENT RELATIONS

5.1 Correspondence

Correspondence between the Parties arising out of this Agreement shall pass to and from the Secretary of the Union and the Chief Executive Officer.

5.2 Union-Management Committee

- a) A Union-Management Committee shall be established consisting of two representatives appointed by the Union and two representatives appointed by the AGGV. Union Officials, and CUPE National Representatives, and other AGGV representatives may also attend. It is the intention of the parties that both AGGV and Union will be generally equally represented.
- b) The purpose of the Committee is to facilitate a meaningful exchange of ideas and information on matters of mutual interest, including AGGV development and expansion. It is agreed that specific grievances shall not be discussed.
- c) The Committee shall meet bimonthly, or more frequently at the call of either party. The Parties agree to identify agenda items and circulate to the other members at least three days in advance of each meeting.
- d) Union representatives attending such Committee meetings shall continue to be paid.

5.3 Stewards

- a) The Union shall provide the AGGV with a list of employees who are its elected officers, Stewards and any other official representatives. This list shall be kept current at all times.
- b) A Union Steward may investigate complaints and grievances and assist employees in preparing and presenting grievances. Stewards will notify their supervisor in advance before leaving their work duties to perform their Steward duties. Authorization for such leave is subject to operational requirements and will not be unreasonably withheld. Whenever possible, these duties will be performed outside normal working hours.

5.4 Absence from Duty for Union Officials

- a) The AGGV will grant leave without pay to employees who are elected or selected as representatives to attend Union Conventions, or for other Union business.
- b) Employees will provide at least ten (10) days' notice prior to the absence. Approval will not be unreasonably denied.
- c) Such leave requests are subject to reasonable operational requirements.

5.5 Seniority & Benefits on Union Leave

Leaves granted under Article 5.4 will not constitute a break in seniority. With respect to any leave of absence granted without pay, the AGGV will continue to pay each representative's regular wage or salary and the AGGV will be reimbursed by the Union for wages and benefits. The Union will reimburse the AGGV within sixty (60) days.

5.6 Access to Documents

In the event of a complaint respecting an employee's pay, a representative of the Union will have access to work schedules and/or pay records.

5.7 Leave with Pay for Negotiations

Up to two representatives of the bargaining unit will be granted a leave of absence without loss of salary, seniority or benefits when meeting with representatives of the AGGV in negotiating revisions or the renewal of this Collective Agreement.

ARTICLE 6 LEAVES

6.1 Pregnancy & Parental Leave

- a) The AGGV adheres to the BC Employment Standards Act with regard to Pregnancy and Parental Leave.
- b) An employee is entitled to pregnancy leave of up to seventeen (17) consecutive weeks without pay.
- c) The pregnancy leave may commence eleven (11) weeks prior to the estimated date of birth, or later at the employee's request. The pregnancy leave does not expire until six (6) weeks after the birth, unless the employee requests a shorter period and is able to provide medical certificate stating that the employee is able to resume work.
- d) The parental leave must commence: in the case of the birth mother immediately following the conclusion of Pregnancy Leave; or in the case of a birth parent or an adopting parent following the birth or adoption of the child.
- e) An employee is entitled to parental leave for the birth or adoption of a child of up to sixty-two (62) consecutive weeks without pay, or sixty-one (61) weeks without pay when combined with pregnancy leave.

- f) Requests for pregnancy and parental leave will be in writing and will state the last day to be worked and the expected date of return to work.
- g) The service of an employee on pregnancy leave or parental leave is considered continuous and the employee will continue to accrue seniority and service for service related benefit entitlements.
- h) Where the employee requests, the AGGV and the employee will continue to pay their respective share of premiums for the benefit plans in which the employee is enrolled at the commencement of the leave.
- i) On return from pregnancy or parental leave, an employee shall be placed in their former position, or if the position no longer exists, a position of equal rank and basic pay, adjusted for any pay increases.

6.2 Bereavement Leave

Employees are eligible for a paid leave of absence for bereavement, with the leave of absence pro-rated for part time employees, under the following circumstances:

- a) An employee may take up to five (5) days of bereavement leave upon the death of an immediate family member.
- b) An employee may take up to five (5) days of bereavement leave, with approval from the CEO, in the event of the death of another person close to the employee who is not defined as immediate family.
- c) If an employee is on vacation at the time of the bereavement, they will be granted bereavement leave and credited the appropriate number of days to vacation.
- d) If established ethno-cultural or religious practices provide for ceremonial occasions other than the above-noted bereavement period, the bereavement leave may be taken at the time of the ceremonial occasion.

6.3 Personal Emergency Leave

Employees are eligible for a paid leave of absence for personal emergency, with the leave of absence pro-rated for part time employees, under the following circumstances:

- a) Personal emergency leave is intended to assist employees who need to conduct urgent personal business or deal with situations involving emergency child care, illness or disability of an immediate family member.
- b) Employees may take up to three (3) days of personal emergency leave with pay during each year of employment.

6.4 Medical or Dental Care Leave

Employees should schedule regular medical and dental appointment outside of regular working hours whenever possible. Where this is not feasible, an employee will advise their supervisor and make appropriate arrangements to ensure they are able to meet the expectations of their job.

6.5 Jury Duty and Court Attendance

Employees are eligible for a paid leave of absence, with the leave of absence pro-rated for part time employees, under the following circumstances:

- a) An employee who is asked to report for jury duty will be granted paid leave for the duration of the jury selection process.
- b) An employee who is subsequently selected for jury duty will be granted paid leave for the duration of the trial up to a maximum of two (2) months. All monies paid to the employee by the court during that period will be remitted to the AGGV, except for travel and meal allowances not reimbursed by the AGGV.
- c) An employee required to appear as a witness in a court action will be granted paid leave, provided the court action has not resulted from the employee's private affairs.
- d) An eligible employee will provide their supervisor with written notice, including the jury or court summons, of such leave or potential leave as soon as they are notified of the requirement to report for jury or court attendance duty.

6.6 Vacation Leave

Annual vacation shall continue to be administered in accordance with the AGGV Human Resources Policy and Handbook.

6.7 Unpaid Leave of Absence – General

- a) A general leave of absence without pay of less than three (3) months may be granted to an employee who requests a general leave. A minimum of three (3) weeks' notice in writing will be given to AGGV by the employee.
- b) A regular full-time employee with a minimum of three (3) years of continuous service may, on one occasion only, request a general leave of absence without pay for up to twelve (12) months. A minimum of three (3) months' notice in writing will be given to AGGV by the employee.
- c) AGGV will notify the employee in writing if the request is denied, stating the reasons for denial. Requests will not be unreasonably denied.
- d) If the employee is enrolled in benefit plans at the commencement of the leave, the employee may choose to have these benefits continue during the leave. For leaves of absence without pay for greater than thirty (30) calendar days, benefits coverage may be continued if the employee pays both the employer's and employee's portions of the benefit premiums for the second and subsequent months of absence provided coverage is approved by the insurance carriers.

6.8 Unpaid Leave of Absence — Public Duties

- a) Regular full-time employees may be granted a leave of absence without pay of up to ninety (90) days to seek public office, including seeking office in a Federal, Provincial, or Municipal election, or elections to any federally recognized Indigenous governing bodies.

- b) Regular part time employees may be granted a leave of absence without pay on a pro-rated basis to seek public office, including seeking office in a Federal, Provincial, or Municipal election, or elections to any federally recognized Indigenous governing bodies.
- c) Temporary full time and temporary part time employees are not eligible for Public Duties leave.
- d) A request for such leave must be submitted in writing to the employee's Department head. Approval will be subject to the availability of a replacement to perform the employee's duties during the leave.
- e) Employees who have been elected to Municipal or School Board office may be granted leave without pay as necessary to attend meetings held during normal working hours. This leave must not exceed one-half (1/2) workday per week.
- f) If an employee is a successful candidate in a Provincial or Federal election, the employee will be asked to resign.

ARTICLE 7 POSTING OF POSITIONS

7.1 Posting of Positions

- a) The AGGV will prepare a notice of vacancy and circulate such notice by email to all employees for any vacant or newly created position to be filled.
- b) Notice of vacancy will be posted internally for five (5) working days.
- c) Concurrently, the notice of vacancy will be advertised externally for up to three (3) weeks.
- d) Notices will include the job description which details:
 - 1) Job title;
 - 2) Reporting relationship;
 - 3) Hours of work and days of the week on which worked;
 - 4) Duties and responsibilities;
 - 5) Internal and External interfacing;
 - 6) Qualifications, knowledge, education, skills and experience; and
 - 7) Wage rate
- e) All posted or advertised vacancies shall include the following statement on the notice "This is a Union position".
- f) The AGGV and the Union mutually agree to exempt certain vacancies from these requirements for purposes of providing training opportunities for employees.

7.2 Filling Posted Positions

- a) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. When these factors are equal among

applicants for the position, the employee from among this group having the greatest seniority shall receive preference.

- b) All determinations of qualifications, experience, skill and ability shall be made by the AGGV. Whether such determinations were made in a fair and equitable fashion shall be subject to the Grievance Procedure.

7.3 Classification

- a) When a new classification is to be established which cannot be properly placed into the existing wage scale by mutual agreement, the AGGV will establish the classification and wage rate on a temporary basis. Written notification of the temporary rate and classification will be furnished to the Union. If the AGGV and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be taken to Arbitration in accordance with the Grievance Procedure.
- b) For existing classifications, where the Union and the AGGV mutually agree there has been a substantial change in job duties and increase in responsibilities, the Parties will agree on an amended wage rate or refer the matter to Arbitration in accordance with the Grievance Procedure.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURES

8.1 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the AGGV and any employee, bound by this Agreement concerning the interpretation, application, operation or any alleged violation of this Agreement or any other dispute, including any question as to whether any matter is arbitrable.

8.2 Procedure

- a) **Step 1:** Within fifteen (15) working days from the date of the incident giving rise to the grievance, or within fifteen (15) working days from the time the employee should reasonably have been aware of the incident giving rise to the grievance, the employee shall discuss the matter with their immediate supervisor. If the employee so desires, a union steward, or other designated Union representative, shall be present during the discussion at this Step.
- b) **Step 2:** If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to the excluded manager of the employee, within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the employee and Union steward, or other representative of the Union, within seven (7) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.
- c) **Step 3:** If no settlement is reached at Step 2, a meeting shall be arranged between the senior representatives of the Union and AGGV, within seven (7) working days of the last meeting at Step 2.

- d) **Step 4:** If settlement is not reached through the foregoing procedures, the grievance may be referred to a Single Arbitrator. When either party requests that a grievance be submitted to arbitration, such request shall be made to the other party, in writing, within ten (10) working days of the last meeting held at Step 3.

8.3 Extension of Time Limits

The parties may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. Such agreement shall not be unreasonably withheld. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void.

8.4 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or AGGV has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within fifteen (15) working days from the date of the incident prompting the grievance.

8.5 Appointment of Single Arbitrator

When either party requests that a grievance be submitted to arbitration pursuant to Article 7.2 (d), the parties will attempt to agree on naming a Single Arbitrator as soon practicably possible.

8.6 Powers of the Arbitrator

- a) The Arbitrator may determine their own procedure in accordance with the labour Relations Code of British Columbia and are encouraged to provide their award within one (1) month of its first meeting. The award shall be final and binding on all parties.
- b) The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.
- c) Should the parties disagree as to the meaning of the Arbitrators decision, either party may re submit the matter in dispute to the Arbitrator for clarification.

8.7 Cost of Arbitration

Each party shall share equally the cost and expenses of the Arbitrator.

8.8 Deviation from the Grievance Procedure

- a) In the event, after having initiated a grievance in writing, an employee files a complaint through any other external jurisdiction other than the grievance procedure, then the union agrees that pursuant to this Article and fourteen (14) days after the employee has filed their complaint in the other jurisdiction the grievance shall be considered to have been abandoned.
- b) A complaint filed pursuant to the Human Rights Code of BC is not included in a) above.

ARTICLE 9 SENIORITY

9.1 Definition

- a) Regular employees' seniority shall be defined as the length of continuous employment from the last date of hire in a regular position. Regular employees will have previous temporary full-time and temporary part-time service credited on a prorated basis.
- b) Temporary employees' seniority shall be based on accumulated paid hours from the last date of hire in a temporary position.

9.2 Seniority Lists

- a) AGGV will maintain a Seniority List showing:
 - 1) For regular employees, their current classification and seniority date in accordance with Article 8.1 a)
 - 2) For temporary employees, their current classification and seniority based on accumulated paid hours in accordance with Article 8.1 b).
- b) The Seniority List will be sent to the Union and posted at the workplace in June and January of each year.

9.3 Loss of Seniority

Loss of seniority will only result from the following:

- a) Discharge for just cause, and is not reinstated;
- b) The employee resigns in writing;
- c) Retirement;
- d) Is absent from the workplace without approval, unless the AGGV and the Union agree that the employee was absent for reasons beyond their control; or
- e) Continuous layoff for a period exceeding one (1) year.

9.4 Layoffs

- a) In the event of a layoff, employees with six (6) months or more service will receive at least two (2) weeks prior notice or pay in lieu thereof.
- b) Employees with three or more year's seniority will receive four (4) weeks' notice or pay in lieu thereof.
- c) Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled, will be credited with previous seniority.

9.5 Order of Layoffs

Employees will be laid off in reverse order of their seniority. When layoffs occur, the employee(s) occupying the position(s) affected will have the right to accept the layoff or be entitled to exercise their seniority to bump a less senior employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

9.6 Recall

No new employees will be hired when employees are on layoff. Employees on recall will be recalled for work in seniority order, provided they have the qualifications, ability and skills to perform the work of the position, and provided they have indicated their availability and provided AGGV with current contact information.

ARTICLE 10 WAGES AND SALARIES

10.1 Bi-Weekly Pay

Pay cheques shall be issued on a bi-weekly basis, pay days being every second Friday.

10.2 Schedule A

- a) The wage rates and salaries to be paid by the AGGV shall be those set forth in Schedule A.
- b) The AGGV shall not increase the rate of pay of any employee beyond that set out in this Collective Agreement without the mutual agreement of the Union and such mutual agreement shall not be unreasonably withheld.

10.3 Public Holidays

- a) Regular full time and temporary full-time employees are entitled to a paid day off for the following statutory and general holidays recognized by the AGGV, and any other holiday proclaimed as a paid holiday by the provincial or federal governments:

- New Year's Day
- BC Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- BC. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

- b) If one of the above holidays falls on a non-working day, the paid day off will be observed on the first working day following the holiday. If one of these holidays falls within an employee's vacation period, the paid holiday will not count as a day of vacation.
- c) Regular part time and temporary part time employees will be compensated for the above holidays on a pro-rated basis based on normal hours worked per day.
- d) To be eligible for statutory holiday pay an employee must:
 - (i) Have been employed by the AGGV for 30 calendar days before the statutory holiday; and
 - (ii) Have worked or earned wages on 15 of the last 30 calendar days immediately before the statutory holiday.

ARTICLE 11 BENEFITS

11.1 Benefits Plans & Municipal Pension Plan

BC Medical Services Plan (MSP), Dental, Extended Health, Group Life Insurance, Accidental Death & Dismemberment (AD&D), Emergency Travel Assistance, Long Term Disability (LTD), Employee Assistance Program and Municipal Pension Plan(MPP) shall continue to be administered in accordance with the AGGV Human Resources Policy and Handbook and the Employee Benefits Booklet.

11.2 Sick Leave

Sick Leave shall continue to be administered in accordance with the AGGV Human Resources Policy and Handbook.

11.3 Employee Vehicles and Mileage

Employees who use their personal automobiles for AGGV business, with prior approval by their Department Head, shall be reimbursed at the rate equal to the Canada Revenue Agency permitted maximum mileage rate.

ARTICLE 12 HUMAN RIGHTS AND RESPECTFUL WORKPLACE

12.1 Work Environment

The AGGV and the Union agree to commit to a work environment that is free from any form of discrimination, harassment, bullying and misuse of authority; where mutual respect, dignity and professional conduct are adhered to at all times; and individual differences are valued and respected.

12.2 BC Human Rights Code

The AGGV and the Union will adhere to the BC Human Rights Code for the prohibited grounds of discrimination.

12.3 Policy & Procedures Availability

The AGGV will maintain the policies and procedures on harassment, employment equity and diversity and make them easily available to employees via electronic posting and upon hiring.

12.4 AGGV & Union Review

From time to time the AGGV and the Union will review such policies and procedures in accordance with Article 12.

12.5 Grievance Procedure

Where such policies do not resolve a matter, it may be referred to the Grievance Procedure.

ARTICLE 13 AGGV HUMAN RESOURCES POLICIES

13.1 AGGV Policies

- a) It is understood that employees are bound by and shall be entitled to all AGGV Human Resources Policies. It is agreed that if AGGV Human Resources Policies are in conflict with the Collective Agreement, the terms of the Collective Agreement shall prevail.
- b) The AGGV agrees not to amend any of the Human Resources Policies without consultation with the Union.
- c) The AGGV agrees not to reduce any of the current benefits set out in the AGGV Human Resources Policies during the term of the Collective Agreement.
- d) On commencing employment, new employees shall receive a copy of the Collective Agreement, job description and the AGGV Human Resource Policy and Handbook.

ARTICLE 14 DISCIPLINE AND PERSONNEL RECORDS

14.1 Discipline and Personnel Records

- a) A copy of any written material concerning any disciplinary actions (including reprimands) affecting an employee will be given to the employee as soon as possible after it is recorded in the personnel file. The AGGV will forward a copy of all disciplinary letters to the President of CUPE 410.

- b) An employee will be given a copy of any document placed in the employee's file which might be the basis of disciplinary action.
- c) The AGGV agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel file of an employee the existence of which the employee was not aware of at the time of filing.
- d) An employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the AGGV.
- e) All letters of discipline will be removed from an employee's personnel file and not relied upon in future proceedings at the expiration of twenty-four (24) months, provided that no further discipline occurred in the intervening period of time for a related offence.

ARTICLE 15 OCCUPATIONAL HEALTH AND SAFETY

15.1 Occupational Health and Safety

- a) The AGGV and the Union agree to co-operate in improving the safety and occupational health of employees and in educating employees and managers in proper safety practices and procedures.
- b) In accordance with WorkSafeBC Regulations, the AGGV and the Union agree to establish an Occupational Health and Safety Committee, comprised of a minimum of four (4) employees. The number of excluded employees will not exceed the number of bargaining unit employees.
- c) The Occupational Health and Safety Committee will meet at a minimum of two (2) times each year and as often as needed.
- d) AGGV will maintain the policy and procedures on workplace health and safety and make them easily available to employees via electronic posting and upon hiring.
- e) Minutes of the Occupational Health and Safety Committee will be posted in the workplace and circulated electronically to employees.

ARTICLE 16 RENEWAL OF AGREEMENT

16.1 Renewal

Either party may at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party to commence collective bargaining. This Agreement will continue in full force and effect and neither party will make any change or alter the terms of this Agreement except as set out in the Labour Relations Code.

SCHEDULE 'A'

16.2 Labour Relations Code Section 50

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

SIGNED THIS _____ day of January, 2019, by:

AGGV

CUPE Local 410

Jon Tupper

Helen Hughes

Ellen Manning

Julia Pauselius

Position	Annual Hours	Pay Grade	Current Hourly Rate In Effect Up to Pay Period Ending March 30, 2018	Per Hour Year 1 Effective March 31, 2018 to March 29, 2019	Per Hour Year 2 Effective March 30, 2019 to March 27, 2020	Per Hour Year 3 Effective March 28, 2020 to March 26, 2021
Curator II	1820	8	\$ 33.03	\$ 33.69	\$ 34.35	\$ 35.01
Curator of Asian Art	1820	8	\$ 33.03	\$ 33.69	\$ 34.35	\$ 35.01
Development Specialist	1820	7	\$ 28.50	\$ 29.07	\$ 29.64	\$ 30.21
Curator I (Curator of Engagement)	1820	7	\$ 24.42	\$ 26.35	\$ 28.28	\$ 30.21
Educator, School & Family Programs	1456	6	\$ 25.13	\$ 25.63	\$ 26.14	\$ 26.64
Education Coordinator	1456	6	\$ 22.42	\$ 23.83	\$ 25.23	\$ 26.64
Studio Instructor		6	\$ 25.00	\$ 25.55	\$ 26.09	\$ 26.64
Preparator/ Technician	1820	5	\$ 22.86	\$ 23.56	\$ 24.27	\$ 24.97
Marketing Specialist	1820	5	\$ 22.42	\$ 23.27	\$ 24.12	\$ 24.97
Registrar	1820	5	\$ 21.35	\$ 22.56	\$ 23.76	\$ 24.97
Gallery Enterprise Supervisor	1456	4	\$ 21.97	\$ 22.41	\$ 22.85	\$ 23.29
Facility & Events (Coordinator) Supervisor	1820	4	\$ 19.23	20.58	21.94	\$ 23.29
Visitor Experience Supervisor	1768	4	\$ 19.23	\$ 20.58	\$ 21.94	\$ 23.29
Registration Assistant	1820	4	\$ 19.23	\$ 20.58	\$ 21.94	\$ 23.29
Accounting Coordinator	1456	3	\$ 19.23	\$ 19.61	\$ 20.00	\$ 20.38
Studio Coordinator		3	\$ 19.00	\$ 19.46	\$ 19.92	\$ 20.38
Family Sunday Coordinator		3	\$ 19.00	\$ 19.46	\$ 19.92	\$ 20.38
SCHEDULE "A"						

Position	Annual Hours	Pay Grade	Current Hourly Rate In Effect Up to Pay Period Ending March 30, 2018	Per Hour Year 1 Effective March 31, 2018 to March 29, 2019	Per Hour Year 2 Effective March 30, 2019 to March 27, 2020	Per Hour Year 3 Effective March 28, 2020 to March 26, 2021
Gallery Shop Coordinator	1820	3	\$ 19.23	\$ 19.61	\$ 20.00	\$ 20.38
Art Rental & Sales Consultant	1820	3	\$ 19.23	\$ 19.61	\$ 20.00	\$ 20.38
Membership & Donor Services Coordinator	1820	3	\$ 18.27	\$ 18.97	\$ 19.68	\$ 20.38
Preparator	1092	3	\$ 18.00	\$ 18.79	\$ 19.59	\$ 20.38
Preparator Assistant	1092	2	\$ 15.00	\$ 16.08	\$ 17.17	\$ 18.25
Retail Assistant	1456	2	\$ 15.00	\$ 16.08	\$ 17.17	\$ 18.25
Custodian	1768	2	\$ 15.40	\$ 16.35	\$ 17.30	\$ 18.25
Gallery Officer		2	\$ 15.00	\$ 16.08	\$ 17.17	\$ 18.25
Gallery Representative	On call	1	\$ 12.65 to \$13.00/hr	\$ 14.15	\$ 15.40	\$ 16.00

TRANSITION STEPS

1. All employees will remain at their current hourly rate until pay period ending March 30, 2018
2. On March 31, 2018 employees move from their existing hourly rate to the March 31, 2018 hourly wage rate set out above.
3. Wage adjustments set out according to 1 and 2 above apply to employees who are employed at AGGV at the date of ratification of the Collective Agreement.
4. Under Pay Grade 6, current employee Oona McClure will be grandparented at \$27.50 per hour.

LETTER OF AGREEMENT

Notwithstanding Article 8.3 Loss of Seniority, the AGGV and the Union agree that employees laid off as a result of the AGGV's Renewal Project shall be recalled pursuant to Article 8.6 Recall upon reopening on site or earlier as determined by AGGV's operational need.

INFORMATION APPENDIX: VACATION ALLOWANCE

The following is provided for information purposes:

Completed years of employment based on anniversary date of hire	Number of vacation days earned and accrued per completed year of employment
After completion of 1 year and up to 2 years of employment	10 days (4%)
After completion of 2 years and up to 5 years of employment	15 days (6%)
After completion of 5 years and up to 10 years of employment	20 days (8%)
After completion of 10 or more years of employment	25 days (10%)

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