

COLLECTIVE AGREEMENT

Between

Art Gallery of Greater Victoria
("The Employer")

And

Canadian Union of Public Employees
Local 410
("The Union")

March 25, 2023 to March 21, 2026

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TERRITORIAL ACKNOWLEDGEMENT

The Art Gallery of Greater Victoria is located on the traditional territories of the Lekwungen peoples, today known as the Esquimalt and Songhees Nations. We extend our appreciation for the opportunity to live and learn on this territory.

COLLECTIVE AGREEMENT

between

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

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:

DEFINITIONS

Party: is any of the Parties signatory to this Agreement.

Employee: is any person who is employed in one of the categories listed below and is included in the bargaining unit.

Regular Full time Employee: is an employee who has successfully completed the requirements of the probationary period and works 35 hours per week on a regular, continuous basis.

Regular Part time Employee: is an employee who has successfully completed the requirements of the probationary period and works less than 35 hours per week on a regular, continuous basis.

Temporary Employee: is an employee who is hired for a fixed term in the following circumstances:

- i. relief of a regular employee on an approved leave of absence;
- ii. relief of a regular employee on long term disability or workers' compensation claim;
- iii. non-repetitive projects;
- iv. work of an emergency nature;
- v. grant funded opportunities; or
- vi. back fill of vacant position for up to 3 months.

Volunteer:

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

Immediate Family Member

Includes:

- the spouse, child, step-family member, parent, child or parent of the employee's spouse, guardian, sibling, grandchild or grandparent of an employee, and
- any person who lives with an employee as a member of the employee's family.

Probation

- **External Probationary Period:** when an external applicant is hired, they will be on probation for the first 6 months.
- **Internal Probationary Period:** when an existing employee is posted to a new role, their probation period will be two months.

ARTICLE 1 UNION SECURITY

1.1 Exclusive Bargaining Agent

The Employer 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 become and remain members in good standing of the Union as a condition of employment.

The Employer shall notify the Union of the name, contact information and position of each new employee.

1.3 Union Representation

Employees shall have the right of Union representation at any meeting which may affect the terms and conditions of their employment including investigations and discipline meetings.

1.4 No Separate Agreements

The Employer 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.

1.5 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) The Employer agrees to include **Union dues** deducted during the year on the employee's T4 slip.

1.6 Notification

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

1.7 No Contracting Out

The Employer 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.

1.8 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.
- c) The work of artists, guest curators and scholars is not covered by Article 1.8

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 Employer 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) 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 and these employees shall be included in the bargaining unit if performing bargaining unit work.

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

1.11 Technological Change

- a) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- b) Prior to the introduction of technological change, the Employer 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 Employer 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 Employer or any person acting on behalf of the Employer.

3.2 Struck Work & Picket Lines

The Employer 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 Employer 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 Employer 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 Employer. 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.
- 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.

4.6 Call Out

If an employee is called to come back to work after completing a work-day, or is called to attend work on a day of rest, they will be paid a minimum of 2 hours in accordance with Article 4.

ARTICLE 5 UNION/MANAGEMENT RELATIONS

5.1 Correspondence

Correspondence between the Parties arising out of this Agreement shall pass to and from the **President** of the Union and the Chief Executive Officer, **or designate**.

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 Employer. Union Officials, and CUPE National Representatives, and other Employer representatives may also attend. It is the intention of the Parties that both the Employer 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 Employer 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 Employer 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 Employer will continue to pay each representative's regular wage or salary and the Employer will be reimbursed by the Union for wages and benefits. The Union will reimburse the Employer 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 Employer in negotiating revisions or the renewal of this Collective Agreement.

ARTICLE 6 LEAVES

6.1 Pregnancy & Parental Leave

- a) The Employer 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 thirteen (13) 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 Employer 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. **Entitlement does not carry over year to year.**

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 Employer, except for travel and meal allowances not reimbursed by the Employer.
- 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

- a) **Vacation is earned and accrued in accordance with the following table. Vacation entitlement will be prorated based on hours worked for part time employment.**
- b) **Vacation is taken on a fiscal year basis and the vacation allowance for the fiscal year is allocated on April 1 of each year.**

Vacation entitlement based on length of service	Number of vacation days earned and accrued (all completed years of service)
<p>In the first year of service, 15 days prorated for partial years. Can be taken as accrued.</p>	<p>1 day for each completed month</p>
<p>After completion of 1 year and up to 3 years of employment</p>	<p>15 days</p>
<p>After completion of 3 years and up to 5 years of employment</p>	<p>17 days</p>
<p>After completion of 5 years and up to 10 years of employment</p>	<p>20 days</p>
<p>After completion of 10 and up to 15 years of employment</p>	<p>25 days</p>
<p>16 or more years</p>	<p>30 days</p>

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 the Employer by the employee.
- b) A regular employee may 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 the Employer by the employee, **if possible**.
- c) The Employer will notify the employee and the Union in writing if the request is denied, stating the reasons for denial. Requests will not be unreasonably denied.
- d) **Additional Leaves under the *BC Employment Standards Act* remain of equal importance to all Employees.**
- e) 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.

6.9 Domestic or Sexual Violence Leave

Employees who have experienced domestic or sexual violence may request leave pursuant to the *Employment Standards Act* and shall be entitled to take 5 additional days of leave from their sick leave entitlement.

6.10 Donor Leave

All employees will be granted leave of absence with pay for the purpose of donating blood, bone marrow samples, an organ donor test, or similar medical procedure, for up to ten (10) hours in a fiscal year. Employees must advise their supervisor of any time off and ensure work expectations are still met.

ARTICLE 7 POSTING OF POSITIONS

7.1 Posting of Positions

- a) The Employer 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.
- 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 **with CUPE Local 410**".

- f) The Employer and the Union may mutually agree to exempt certain vacancies from these requirements for purposes of providing training opportunities for employees.
- g) **An employee who posts into a new role and does not successfully complete their two (2) month Probationary Period, or chooses not to remain in the new position within 2 months, will be allowed to return to their former role as per Article 9.4 (Layoffs) and Article 9.5 (Order of Layoffs).**
- h) **The Employer will advise the Union of any vacant position that is not being filled within three (3) months.**

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 relatively equal among applicants for the position, the employee who is currently employed by the Employer and a CUPE 410 member among this group having the greatest seniority shall receive preference.**
- b) All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the Grievance Procedure.

7.3 Classification

- a) **The Employer will publish all job descriptions for which the Union is bargaining agent and these will be available to all employees.**
- b) **The Employer will provide the classification system and rationale used to determine pay grades to the Union.**
- c) When a new position is to be established which cannot be properly placed into the existing wage scale by mutual agreement, the Employer 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.
 - I. **The job will be posted in accordance with Article 7.1. The posting will indicate the wage rate is temporary and subject to a joint six (6) month review.**
 - II. **If at the six (6) month review, the Employer 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**
- d) **For existing positions, if the Employer and the Union are unable to agree on a classification and rate the disputed rate and/or classification may be taken 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 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 the Employer, 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 the Employer 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 8.2 (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 Seniority: Definition

Employees shall accumulate seniority on the basis of hours worked. Hours worked shall include all paid straight time hours, hours while in receipt of Workers' Compensation, LTD qualification period and while in receipt of Long Term Disability, or any other paid leave including Union leaves, jury and court witness duty, sick leave, leave for education and training purposes, maternity, parental and adoption leave.

9.2 Seniority Lists

- a) The Employer will maintain a Seniority List showing all employees' current job classification and seniority hours in accordance with Article 9.1
- b) The Seniority List will be sent to the Union and posted at the workplace in January of each year.

Note: in the event of a close competition, individual seniority will be calculated to the date.

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 Employer 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 the Employer 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 Employer shall be those set forth in Schedule A.
- b) The Employer 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 Employer, 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
 - **National Day for Truth and Reconciliation**
 - 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 Employer 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

The Employer shall contribute one hundred percent (100%) of the premiums for coverage of BC Medical Services Plan (MSP), Dental, Extended Health, Group Life Insurance, Accidental Death & Dismemberment (AD&D), Emergency Travel Assistance, and Employee and Family Assistance Program.

Please refer to Appendix A for details.

11.2 Eligibility

For regular and temporary full time or part time employees working a minimum of twenty-eight (28) hours per week, their spouse and dependents are eligible for coverage under the benefit plan in Appendix A, upon successful completion of the initial probation period.

An existing employee who is posted to a new role will retain benefits while in the two (2) month Internal Probationary Period.

11.3 Sick Leave

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

11.4 Sick Leave While on Vacation

If an employee becomes ill or is injured while on approved paid vacation, the time will be charged against the employee's sick leave credits and credited to their vacation allowance as long as the employee notifies their supervisor at the time of illness or injury. The employee may be asked to provide appropriate supporting medical evidence from a qualified medical practitioner.

11.5 The Municipal Pension Plan (MPP)

Eligible Employees shall be enrolled in the Municipal Pension Plan in accordance with the requirements of the *Municipal Pension Plans Act*.

11.6 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 Employer 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 Employer and the Union will adhere to the *BC Human Rights Code* for the prohibited grounds of discrimination.

12.3 Bullying and Harassment

The Employer and Union recognize the right of employees to work in an environment free from bullying, sexual or personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of harassment which may arise in the workplace.

The Employer 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 Employer & Union Review

From time to time the Employer 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 Employer agrees not to amend any the AGGV Human Resources Policies without consultation with the Union.
- c) The Employer 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 Resources 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 Employer 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 Employer 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 Employer.
- 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 Employer 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 Employer 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) The Employer 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*.

16.2 Labour Relations Code Section 50

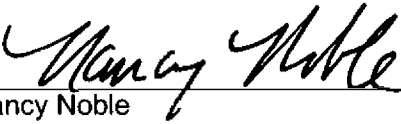
It is understood and agreed between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the *Labour Relations Code* is hereby excluded from and will not be applicable to this Agreement.

SIGNATURES

IN WITNESS WHEREOF the Parties hereto have caused this Collective Agreement to be executed this 17th day of April, ~~2024~~ 2024 in the City of Victoria, Province of British Columbia.

For the Employer

For the Union



Nancy Noble



Rebecca Baugniot

SCHEDULE A

Position	Annual Hours	Pay Grade	Year 1 Effective March 25, 2023 to March 22, 2024 (\$1+2%)	Year 2 Effective March 23, 2024 to March 21, 2025 (3%)	Year 3 Effective March 22, 2025 to March 21, 2026 (3%)
Curator of Asian Art (Academic)	1820	9	\$41.83	\$43.09	\$44.38
Curator II (Contemporary Art)	1820	8	\$38.17	\$39.31	\$40.49
Curator II (Curator of Engagement)	1820	8	\$38.17	\$39.31	\$40.49
Development Specialist	1820	7	\$33.08	\$34.07	\$35.09
Marketing Specialist	1820	7	\$33.08	\$34.07	\$35.09
Educator, School & Family Programs	1820	7	\$33.08	\$34.07	\$35.09
Public Programs Coordinator	1664	6	\$29.28	\$30.16	\$31.07
Studio Instructor		6	\$29.28	\$30.16	\$31.07
Outreach & Events Coordinator (formerly Supervisor, Event Prod / Curatorial Projects)	1820	6	\$29.28	\$30.16	\$31.07
Curatorial/Learning Department Administrator	1820	5	\$27.52	\$28.35	\$29.20
Preparator/Technician	1820	5	\$27.52	\$28.35	\$29.20
Registrar	1820	5	\$27.52	\$28.35	\$29.20
Visitor Experience Supervisor	1820	4	\$25.74	\$26.52	\$27.31
Preparator II	1820	4	\$25.74	\$26.52	\$27.31
Art Rental & Sales Consultant	1820	4	\$25.74	\$26.52	\$27.31
Membership & Donor Services Coordinator	1820	4	\$25.74	\$26.52	\$27.31
Accounting Coordinator	1820	4	\$25.74	\$26.52	\$27.31
Gallery Shop Coordinator	1820	4	\$25.74	\$26.52	\$27.31
Studio Coordinator		3	\$22.65	\$23.33	\$24.03
Family Sunday Coordinator		3	\$22.65	\$23.33	\$24.03
Retail Assistant	1820	2	\$20.39	\$21.00	\$21.63
Custodian	1820	2	\$20.39	\$21.00	\$21.63
Gallery Officer	On Call	2	\$20.39	\$21.00	\$21.63
Gallery Representative	On Call	1	\$18.11	\$18.65	\$19.21

LETTER OF AGREEMENT

Notwithstanding Article 9.3 Loss of Seniority, the Employer and the Union agree that employees laid off as a result of the Employer's Renewal Project shall be recalled pursuant to Article 9.6 Recall upon reopening on site or earlier as determined by the operational need.

APPENDIX A – SCHEDULE OF BENEFITS

LIFE INSURANCE

Benefit	\$25,000
Maximum Benefit:	\$25,000
No Evidence Limit:	Under age 65, no evidence of insurability is required. Age 65 and over, evidence of insurability is required for amounts in excess of \$12,500.
Reduction:	Reduces by 50% at age 65.
Termination:	Age 75 or prior retirement.
Waiver of Premium:	To age 65 or prior retirement.
Own Occupation Period:	2 years from the start of any benefit period for the purposes of the "Total Disability" definition for the Waiver of Premium Benefit.
Elimination Period:	For the purposes of the Waiver of Premium Benefit. Injury 112 days Sickness 112 days

ACCIDENTAL DEATH & DISMEMBERMENT

Benefit:	\$25,000
Maximum Benefit:	\$25,000
No Evidence Limit:	Under age 65, no evidence of insurability is required. Age 65 and over, evidence of insurability is required for amounts in excess of \$12,500.
Reduction:	Reduces by 50% at age 65.
Termination:	Age 75 or prior retirement.

Additional Benefits

Seat Belt Benefit	Equal to 10% of the Amount of Insurance payable.
Child Benefit	\$2,500 for each Dependent Child of the Insured Employee.
Repatriation Benefit	\$10,000 maximum
Family Transportation Benefit	\$5,000 maximum
Employee Rehabilitation/Training Benefit	\$10,000 maximum
Spousal Occupational Training Benefit	\$10,000 maximum
Child-Post Secondary Education Benefit	The lesser of \$5,000 or 5% of the Amount of Insurance, per Child per year, for a maximum of 4 years.
Home Alteration and Vehicle Modification Benefit	\$10,000 maximum for home and vehicle combined, once per lifetime

LONG TERM DISABILITY

Benefit:	66.67% of monthly earnings rounded to the next higher \$1
Maximum Benefit:	\$2,500
Elimination Period:	Injury 112 days Sickness 112 days
Integration:	Primary CPP/QPP Benefits
Benefit Period:	Age 65
No Evidence Limit:	No evidence of insurability is required.
Own Occupation Period:	2 year(s)
Termination:	Age 65 less the Elimination Period or prior retirement.
Tax Status:	Benefits payable under this Provision are Non-Taxable
Premiums:	Paid by Employee

EXTENDED HEALTH BENEFITS

Benefit Period - 12 month period from January 1st to December 31st.

Survivor Benefit - 24 months.

Termination Age - Employee's age 75 or prior retirement.

For detailed descriptions and limitations for these benefits refer to the Extended Health Benefit section

Plan will pay for Eligible Expenses (up to the maximum outlined below or the **Reasonable and Customary Charge**, whichever is less), for a Person Insured, that are **Medically Necessary** for the treatment of a Sickness or injury.

The Extended Health Benefits provided under this Policy to any Person Insured who is a resident of a province that offers a public prescription drug plan will be administered in accordance with the requirements of applicable provincial prescription drug insurance legislation (e.g. *An Act Respecting Prescription Drug Insurance* in Quebec) and will meet any applicable minimum coverage standard, as determined by Empire Life.

Key: **Ref** - Physician's referral required **Coins** - Coinsurance amount
 Ded S/F - Single & Family deductibles **Max** - Maximums and other limitations

Each Person Insured is covered for the following with an **unlimited** maximum, with any exceptions noted and subject to the Extended Health Benefit Provision.

The overall combined deductible for EHB, per benefit period, is:

Single amount - \$0 **Family amount - \$0**

Drugs

Pay direct Plan	Coins	Ded S/F	Max
Generic Prescription. The Employee will pay the full cost of the Dispensing Fee.	100%	\$0/\$0	

Specialty Drug Program¹

Drug Type	Purchase Location	Coins	Dispensing Fee
Specialty	Express Scripts Canada Pharmacy	100%	The Employee will pay the full cost of the Dispensing Fee.
Specialty	Retail Pharmacy	80%	The Employee will pay the full cost of the Dispensing Fee.
Maintenance and Other	Retail Pharmacy	100%	The Employee will pay the full cost of the Dispensing Fee.

¹ The Specialty Drug Program does not apply to residents of Quebec

Major Medical

	Coins	Ded S/F	Max
Accidental dental	100%		
Ambulance	100%		
Diagnostic tests	100%		\$500 per benefit period
Eye Exam, to age 18	100%		\$50, 1 per 12 consecutive months
Eye Exam	100%		\$50, 1 per 24 consecutive months
Hearing aid	100%		\$500 per 48 consecutive months
Private duty nursing	100%		\$10,000 per benefit period

Hospital Coverage

	Coins	Ded S/F	Max
Convalescent hospital	100%		\$20 per day, 180 days per claim
Semi private hospital room	100%		

Medical Supplies and Appliances

- Medical Supplies and Appliances **require a separate Physician's referral for each supply or appliance prescribed.** The date of the Physician's referral and diagnosis must be within a six month period of submission of any claim. Only **Medically Necessary** supplies and appliances are covered under this Plan. Medical Supplies and Appliances prescribed solely for comfort, sports or recreational activities are not an Eligible Expense under this Plan. Empire Life reserves the right to request additional information for any Medical Supply or Appliance prescribed.
- Empire Life will pay for Eligible Expenses (up to the maximum outlined below or the **Reasonable and Customary charge**, whichever is less), for a Person Insured, that are **Medically Necessary** for the treatment of a Sickness or injury.
- Prior to making a purchase for a supply or appliance, a Person Insured should contact Empire Life to obtain the Reasonable and Customary charge for a supply or appliance and a confirmation that such supply or appliance is covered under this Plan.

	Coins	Ded S/F	Max
<i>Apnea machine (CPAP)</i>	100%		\$2,000, 1 per 60 consecutive months
<i>Apnea machine supplies</i>	100%		
<i>Apnea mask</i>	100%		1 per benefit period
<i>Artificial eye; initial prosthesis</i>	100%		1 per lifetime
<i>Artificial eye; repair & replacement</i>	100%		\$1,000 per benefit period
<i>Artificial limb; initial prosthesis</i>	100%		1 per lifetime
<i>Artificial limb; repair & replacement</i>	100%		\$1,000 per benefit period
<i>Blood pressure monitor</i>	100%		\$100 lifetime

<i>Braces with rigid supports</i>	100%	<i>1 per benefit period</i>
<i>Compression stockings with a strength of 20 mm Hg or higher</i>	100%	<i>\$100 per benefit period</i>
<i>Crutches</i>	100%	
<i>Custom-made foot orthotics</i>	100%	<i>\$350 per benefit period</i>
<i>Diabetic monitor</i>	100%	<i>\$1,000 lifetime</i>
<i>External breast prosthesis</i>	100%	<i>1 per benefit period</i>
<i>Hospital bed</i>	100%	
<i>Insulin pump</i>	100%	<i>\$4,000 per 60 consecutive months</i>
Insulin pump supplies	100%	
IPP Breathing machine	100%	
Orthopaedic shoes	100%	<i>\$500 per benefit period</i>
Ostomy supply	100%	
Surgical bras	100%	<i>2 per benefit period</i>
TENS	100%	<i>\$1,500 lifetime</i>
Viscosupplementation	100%	<i>\$600 per benefit period</i>
Wheelchair; electric	100%	<i>\$3,000 lifetime</i>
Wheelchair; manual	100%	<i>\$1,000 lifetime</i>
Wigs, post-chemotherapy	100%	<i>\$500 lifetime</i>

Paramedical Practitioners

Provincial and territorial legislation specifies for each province or territory which paramedical practitioners are, or are not, regulated. In cases where the paramedical practitioner is not regulated, Empire Life has set the required level of education, training and/or professional affiliations.

Each paramedical service has a Reasonable and Customary amount and a limit of one visit per day.

Payment will not be made for services or supplies that were received or purchased from a provider that is not approved by Empire Life.

	Ref	Coins	Ded S/F	Max
Acupuncturist		100%		\$500 per benefit period
Chiroprapist		100%		\$500 per benefit period
Chiropractor		100%		\$500 per benefit period
Clinical Psychologist		100%		\$500 per benefit period
Massage therapist	Yes	100%		\$500 per benefit period
Naturopath		100%		\$500 per benefit period
Occupational therapist		100%		\$500 per benefit period
Osteopath		100%		\$500 per benefit period
Physiotherapist		100%		\$500 per benefit period

Podiatrist	100%	\$500 per benefit period
Social Worker (MSW required)	100%	\$500 per benefit period
Speech therapist	100%	\$500 per benefit period

Vision

Maximums:

- Frames and Lenses (including Single Vision and Safety glasses), Bifocals, Trifocals, Laser Eye Surgery and Regular Contacts have a:
 - combined maximum of \$200 per 12 consecutive months per Person Insured under age 18
 - combined maximum of \$200 per 24 consecutive months per Person Insured age 18 and older
- Contact lenses - special (required for severe corneal scarring, keratoconus or aphakia) have a:
 - maximum of \$200 per 12 consecutive months per Person Insured under age 18
 - maximum of \$200 per 24 consecutive months per Person Insured age 18 and older

Coinsurance:

- 100% on the covered procedures listed below except where otherwise noted

Deductible:

- There is no deductible on the covered procedures listed below

Covered Procedures:

- Bifocal glasses
- Contact lenses
- Contact lenses - special (required for severe corneal scarring, keratoconus or aphakia)
- Frames and Lenses (including Single Vision and Safety glasses)
- Laser eye surgery
- Trifocal glasses

Out of Province of Residence Coverage

Out of Province of Residence - Emergency Coverage - \$5,000,000 lifetime maximum (combined)

- one period is 60 continuous days from the date of departure.
- the Travel Emergency Assistance Program services will only apply to a Person Insured who is travelling on business or vacation outside of their province of residence.

	Coins	Ded S/F	Max
Emergency Charges for Other Eligible Medical Expenses	100%	\$0/\$0	
Emergency Hospital In-Patient Room Charges	100%	\$0/\$0	
Emergency Hospital Out-Patient Charges	100%	\$0/\$0	
Emergency Physicians Charges	100%	\$0/\$0	

Medical transport	100%	\$0/\$0	
Out of country	100%	\$0/\$0	
Repatriation of remains	100%	\$0/\$0	
Return of dependant children	100%	\$0/\$0	
Trip delay	100%	\$0/\$0	
Vehicle return	100%	\$0/\$0	
Visit of Family Member – Travel	100%	\$0/\$0	
Visit of Family Member – Meals/Accommodations	100%	\$0/\$0	\$200 per day

Out of Province of Residence – Referral Coverage -- \$15,000 lifetime maximum (combined)

	Coins	Ded S/F	Max
Out of province; referral; hospital	100%		\$150 per day
Out of province; referral; other	100%		
Out of province; referral; physician	100%		

DENTAL

Deductible Amount:	Single \$0 Family \$0
Coinsurance:	Basic Restorative, 100% Periodontics/Endodontics, Major Restorative 50%
Benefit Period Maximum:	Basic Restorative, Periodontics/Endodontics, Major Restorative \$2,000
Dental Fee Guide:	Current Fee Guide for General Practitioners approved by the Provincial Dental Association in the Province where the Employee resides.
Survivor Benefit:	24 months.
Benefit Period:	12 month period from January 1 st to December 31 st
Dental Recall Frequency:	5 months (Please refer to LEGEND #2 and #17 under Basic Restorative)
Dental Scaling:	All Provinces (excluding Quebec) 12 units Quebec 6 units
Termination:	Employee's age 75 or prior retirement.

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