

COLLECTIVE AGREEMENT

BETWEEN

KELOWNA MUSEUMS SOCIETY



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338**



January 1, 2025 - December 31, 2026

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

PREAMBLE

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

- 1) to confront Indigenous specific racism in our work and uphold the principles of the United Nations Declaration for the Rights of Indigenous Peoples (UNDRIP), and the Declaration on the Rights of Indigenous Peoples Act (DRIPA), towards cultural safety and humility. We will be actively anti-racist and endeavour to weave Indigenous ways of knowing and being into our practices, culture, values and norms.
- 2) to maintain a cooperative and collaborative approach to overall operations to promote the harmonious relations and settled conditions of employment between the Employer and the Union;
- 3) to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- 4) to encourage efficiency in operation;
- 5) to promote the physical and psychological safety, morale, well-being and security of all the employees in the bargaining unit of the Union.

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

EMPLOYEE CATEGORIES

- a) **"EMPLOYEE"** - a person in the bargaining unit who is employed by the Employer for remuneration.
- b) **"FULL TIME EMPLOYEE"** - an employee who is employed for thirty-five (35) hours per week.
- c) **"PART TIME EMPLOYEE"** - an employee who works less than the full time hours of work on a consistent basis.

- d) **"CASUAL EMPLOYEE"** - a person who is employed on an irregular basis or to fill vacancies due to the absence of employees through illness, accident, or vacation. Casual Employees will not replace Full Time Employees or Part Time Employees except due to absence through illness, accident or vacation.
- e) **"TERM EMPLOYEE"** – a person employed for a Full Time or Part Time assignment with a defined start and end date. Term assignments in excess of four (4) months will be posted in accordance with Article 12.01. Term positions for which there is consistent funding, and which have previously been renewed, will be posted in accordance with Article 12.01 as permanent positions.
Term employees maintain but do not accrue seniority between terms.
- f) **"PROBATIONARY EMPLOYEE"** – an employee who has not completed the probationary period.
- g) **"STUDENT"** - a person who is employed for a defined period of time (term) and is attending school, college or university and intends to return to their studies in the subsequent academic year.
- h) **"INTERN"** (paid) – a person employed for a defined period (term) – the focus of which is receiving on the job experience.

ARTICLE 2 MANAGEMENT RIGHTS AND UNION RECOGNITION

2.01 Rights of Management

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

2.02 Union Recognition

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

2.03 Work of the Bargaining Unit

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

ARTICLE 3 NO DISCRIMINATION

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

3.02 No Discrimination/No Harassment

The Employer and the Union agree that every person working for the Kelowna Museums Society has the right to work in an environment free from discrimination, harassment and violence. The parties will work jointly to support and implement education and prevention efforts aimed at addressing these issues in the workplace.

Definitions of Harassment

Personal and Psychological Harassment:

Personal and psychological harassment of a repeated, persistent, or singular incident, is conduct that an individual would reasonably conclude:

- a) creates a risk to an employee's psychological or physical well-being, causes a worker substantial distress, or results in an employee's humiliation or intimidation; or
- b) is discriminatory behaviour that causes substantial distress and is based on a person's Indigenous identity, race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
- c) is seriously inappropriate and serves no legitimate work-related purpose.

Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

Sexual Harassment

Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome. Such behaviour could include, but is not limited to:

- a) Touching, patting or other physical contact;
- b) Leering; staring or the making of sexual gestures;
- c) Demands for sexual favours;

- d) Verbal abuse or threats;
- e) Unwanted sexual invitations;
- f) Physical assault of a sexual nature;
- g) Distribution or display of sexual or offensive pictures or material;
- h) Unwanted questions or comments of a sexual nature;
- i) Practical jokes of a sexual nature.

Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

Persons may be Two-Spirit, cisgender, transgender, non-binary, agender, and/or gender-nonconforming. Sexual harassment refers to behaviour initiated by any person and directed toward any other person.

Harassment Complaint Procedures

The Employer has a Harassment Complaint Policy that can be found on SharePoint or a hard copy is available through any member of the management team.

No Violence in the Workplace

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

Employees who, in the course of their duties, may be exposed to aggressive conduct or who have reasonable cause to believe that they are at risk of injury shall receive training at the Employer's expense in recognizing and handling such episodes.

The Employer shall provide and review with the employee, as appropriate, pertinent information relative to the potential for experiencing physical aggression and/or verbal abuse within any particular workplace by any person present at the workplace. The employee shall be informed of specific instructions on the approach to be taken. The Employer will make every reasonable effort to identify the potential for aggressive behaviour.

Immediate diffusing, debriefing and culturally appropriate supports and in severe cases, post-traumatic counseling by a qualified practitioner will be made available to employees. Where an employee requires time off to attend debriefing, and/or further counseling, it will be without loss of pay.

ARTICLE 4 UNION SECURITY

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

ARTICLE 5 CHECKOFF OF UNION DUES

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

ARTICLE 6 ORIENTATION OF NEW EMPLOYEES

6.01 Copies of the Agreement

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

6.02 Collective Agreement on SharePoint

The Employer will ensure the current Collective Agreement is available on SharePoint.

6.03 Union Orientation

When a new employee commences employment, the Employer shall inform the Union and provide not less than fifteen (15) minutes for the new employee's Union Representative to provide the new employee with Union membership information.

ARTICLE 7 LABOUR MANAGEMENT AND NEGOTIATIONS

7.01 Negotiation/Labour Management Committee

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

7.02 Additional Representatives

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

7.03 Meeting of Committee

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

7.04 Function of Negotiation/Labour Management Committee

To promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

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

7.05 Time Off for Meeting

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

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 Grievances

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

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

STEP 1:

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

STEP 2:

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

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

8.02 Policy Grievance

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

8.03 Employer Grievances

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

8.04 Time Limits

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

ARTICLE 9 ARBITRATION

9.01 Referred to Arbitration

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

9.02 Board of Arbitration

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

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

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

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

9.03 Costs and Expenses of Arbitration

Each Party to the grievance shall pay its own costs and expenses of arbitration and one-half (1/2) of the compensation and expenses of the Chairperson of the Arbitration Board.

9.04 Witnesses

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

9.05 Single Arbitrator

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

ARTICLE 10 DISCHARGE OR SUSPENSION

10.01 Warnings

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

10.02 Discharge or Suspension

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

10.03 Picket Line

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

10.04 Special Grievance

A claim that an employee has been discharged or suspended for other than proper cause shall be treated as a special grievance and shall be submitted

directly to the Executive Director. Advancement to Step 2 of the Grievance Procedure will occur if no resolve is reached within ten (10) days.

10.05 Reinstatement

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

ARTICLE 11 SENIORITY

11.01 Seniority Defined

Seniority is length of service with the Employer.

11.02 Seniority for New Employees

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

11.03 Seniority List

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

11.04 Layoff

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

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

ARTICLE 12 PROMOTIONS AND STAFF CHANGES

12.01 Job Posting

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

12.02 Seniority to Apply

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

12.03 Trial Period

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

12.04 Salary Increase

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

In the event an employee is temporarily assigned to do the work of any higher rated classification, the employee will be paid the rate of the higher rated classification for all hours worked.

12.05 Union to be Notified

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

12.06 New Classifications

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

shall be retroactive to the date the new classification was instituted by the Employer.

12.07 Changed Classification

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

12.08 Abandonment

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

12.09 Extension of Time Limits

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

ARTICLE 13 HOURS OF WORK

13.01 Normal Work Day and Normal Work Week

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

13.02 Rest Periods

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

13.03 Hours of Work to be Posted

The hours and days of work of each employee shall be posted in an appropriate place. Employees shall be given two (2) weeks' notice prior to any change in

the scheduling except in emergency situations occurring during the regular working day.

13.04 Earned Time Off

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

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

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

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

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

ARTICLE 14 OVERTIME

14.01 Overtime Defined

All hours worked by Full-time Employees, Part-time Employees or Term Employees in excess of seven (7) and up to and including nine (9) hours in any one (1) day, shall be paid at a rate of one and one-half times (1½x) the employee's regular hourly rate.

The ninth (9th) hours worked by Casual Employees in any one (1) day, shall be paid at a rate of one and one half times (1½x) the employee's regular hourly rate.

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

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

14.02 Call Out

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

14.03 Day of Rest

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

ARTICLE 15 HOLIDAYS

15.01 Statutory Holidays

All employees with over thirty (30) days' service, who normally work half-time (1/2) or more, shall receive regular pay for the following holidays (for part-time employees working less than half-time, holiday pay shall be calculated on a pro-rated basis):

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

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

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

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

15.02 Statutory Holiday on Scheduled Day Off

Where such statutory holidays fall on the regular day off of any employee working more than half time, there shall be granted a day off at a future time in lieu of the statutory holiday. These days are to be used within six (6) months. The lieu day shall be by mutual agreement between the employee and the employee's direct supervisor.

15.03 Work on a Statutory Holiday

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

ARTICLE 16 ANNUAL VACATIONS

16.01 Vacation Year - Definition Of

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

16.02 Time Off for Annual Vacation

Full Time and Part Time working more than half time employees shall earn vacation time each year according to the following schedule. Earned vacation time shall be taken in the year following.

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

16.03 Vacation Pay Accrual

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

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

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

16.04 Holidays During Vacation

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

16.05 Scheduling of Vacations

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

16.06 Termination of Employment

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

ARTICLE 17 SICK LEAVE PROVISIONS

17.01 Sick Leave Defined

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

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

17.02 Sick Leave Entitlement

Full-Time employees shall be entitled to sick leave on the basis of one and one quarter (1¼) days [six (6%) percent] for each month of service following completion of their probationary period. Unused sick leave may be accumulated by an employee up to a maximum of one hundred and fifty (150) days. Accrued sick leave will not be paid out to employees at any time. Part time employees working more than half time shall accumulate sick leave on a pro-rated basis. Part Time working less than half time employees and Casual employees do not accumulate sick leave but are afforded five (5) days paid sick leave under the Employment Standards Act of British Columbia.

17.03 Proof of Illness

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

17.04 Sick Leave During Absence

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

17.05 Sick Leave Records

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

ARTICLE 18 LEAVE OF ABSENCE

18.01 For Union Business

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

18.02 Union Conventions

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

18.03 Bereavement Leave

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

The above leave will apply to an employee's miscarriage or an employee's partner's miscarriage.

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

In the event of the death of the employee's chosen family, a client, or a co-worker, the Employer shall grant two (2) regularly scheduled work days' leave without loss of pay or benefits.

In the event of the loss of a pet, an employee shall be granted one (1) regularly scheduled work day's leave without loss of pay or benefits. This leave is intended to allow the employee time to grieve and manage any related responsibilities.

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

18.04 General Leave

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

18.05 Jury Duty or Court Witness

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

18.06 Statutory Leaves

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

18.07 Family Leave

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

Additional days of Family Leave may be granted by the direct supervisor. Any such additional days of Family Leave that are granted may be deducted from the employee's Sick Leave.

18.08 Ceremonial and Cultural Leave for Indigenous Employees

Indigenous employees have a right to manifest, practice, develop and teach their traditions, customs, and ceremonies and may require leave from work to exercise these rights.

Definitions: A ceremonial or cultural event under this section includes any event that is significant to an Indigenous employee's culture. Examples of significant cultural events include but are not limited to, Hobiye, Pow-wows, Sundance, participation in a sweat lodge, coming-of-age events, feasts, or ceremonies held following significant family events.

- (a) Advancing Reconciliation and following up on the Truth and Reconciliation Calls to Action an Indigenous employee may request up to four (4) days of leave per calendar year without loss of pay to participate in the ceremonial or cultural event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 18.03 Bereavement Leave, and Article 15.01 Statutory Holidays.

- (b) Where an Indigenous employee requires more than the days of leave as set out in (a) for a ceremonial or cultural event, the leave shall not be unreasonably denied. This additional leave is unpaid; however, an employee may draw from their available vacation and overtime banks, as applicable. When requesting the leave, particularly for annual or recurring ceremonial or cultural events, the employee will provide as much advanced notice to the Employer as possible.

18.09 Domestic or Sexual Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is the victim in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation directly affecting them or their immediate family living in their household.

An employee who is the victim of domestic violence or abuse will be granted up to five (5) days of paid leave per year. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Employees are also entitled to up to sixteen (16) additional weeks without pay.

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission. The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

18.10 Emergent Leave

Employees shall be granted up to two (2) scheduled work days of paid leave per calendar year to address unforeseen personal emergencies. This leave will be provided without loss of pay, benefits, or seniority.

Emergencies are defined as unforeseen and unavoidable situations that require immediate attention, including, but not limited to: transportation issues such as car trouble, road closures, or other travel disruptions; weather-related events, including inclement weather that prevents safe travel to work; home emergencies such as burst water tanks, plumbing failures, heating outages, or urgent repairs; and personal crises requiring immediate resolution to prevent further harm or distress.

Emergent leave may be taken in full days, half days, or hourly increments, as required. Employees must notify their direct supervisor or designate as soon as

reasonably possible. While proof of the emergency may be requested by the Employer in cases of suspected misuse, it is generally not required.

Emergent leave is separate from other leave entitlements, such as sick leave or vacation time, and unused emergent leave does not carry over into subsequent years.

Should an emergency require time beyond the two (2) paid days, employees may request additional unpaid leave or use other available leave entitlements in accordance with the Collective Agreement.

Any information disclosed by the employee concerning the nature of the emergency shall remain confidential and will not be retained in the employee's personnel file without express written consent.

ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES

19.01 Wage Rates

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

19.02 Employee Retirement Savings Plan

The Employer will contribute the equivalent of two percent (2%) of gross pay to all employees for the purpose of retirement saving. The amounts will be added to each employee's paycheque after their bi-weekly pay has been calculated.

19.03 Travel Allowance

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

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

19.04 Parking Allowance

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

19.05 Overnight Shift Premium

An employee shall receive a premium of two (\$2.00) dollars per hour for all scheduled hours worked between the hours of 10:00 p.m. and 6:00 a.m. the following day.

ARTICLE 20 BENEFITS

For Regular Employees Working More than Half (1/2) Time

20.01 In Lieu of Benefits

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

20.02 Medical Insurance

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

20.03 Group Life Insurance & Accidental Death & Dismemberment

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

A stipend equal to what would be the Employer's share of premium(s) shall be paid to employees deemed ineligible for insurance coverage under Article 20.02.

20.04 Extended Health Care

The employer shall contribute one hundred percent (100%) of the premiums for an Extended Health Care plan in which all qualifying employees shall enrol.

Included in that plan shall be a Standard Vision Care Plan that includes an eye exam every two (2) years up to one hundred and seventy-five (\$175.00) dollars.

20.05 Employee Assistance Plan

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

20.06 Dental Plan

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

20.07 Health Allowance

The Employer recognizes that there are a wide variety of activities which lead to improved physical fitness and emotional health. The Employer will reimburse all employees for expenses related to the following to a maximum

of six hundred and twenty-five (\$625) dollars per calendar year per employee.

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

Health Allowance for Term Employees will be pro-rated based on the hours worked during their term.

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

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

ARTICLE 21 TECHNOLOGICAL CHANGE

21.01 During the Term of This Agreement

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

21.02 Introduction of a Technological Change

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

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

21.03 Arbitration Board

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

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

21.04 Notice of Intended Technological Change

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

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

ARTICLE 22 GRANT WORKERS

22.01 Provincial/Federal Incentive Applications

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

22.02 Rates of Pay and Benefits

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

22.03 Grievance

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

ARTICLE 23 GENERAL CONDITIONS

23.01 Union Bulletin Boards

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


ARTICLE 24 TERM OF AGREEMENT

This Agreement shall take effect from January 1, 2025 and shall remain in effect until December 31, 2026 and thereafter from year to year unless written notice of intent to terminate or amend the Agreement in accordance with the appropriate statute is given by either Party to the other Party.

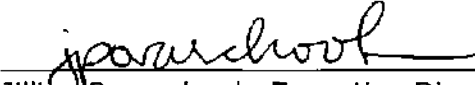
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 23 day of January, 2025.

ON BEHALF OF:

KELOWNA MUSEUM SOCIETY



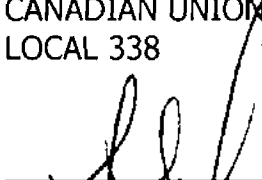
Christopher Butt,
Finance & Operations Manager



Jillian Povarchook, Executive Director

ON BEHALF OF:

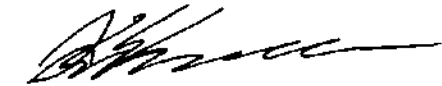
CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 338




Jasmine Marshall, Bargaining Committee



Tara Hurley, Bargaining Committee



Lee Ewen, President, Local 338



Carmen Sullivan, National Representative

**SCHEDULE "A" – PAY GRID
BI-WEEKLY**

Level	Classification	Term	2025 5.00%	2026 5.00%
1	Event Assistant	1-12 months	\$18.45	\$19.37
	Visitor Assistant	13-24 months		
	Summer Student	25+ months		
2	Museum Assistant	1-12 months	\$19.37	\$20.34
	Maintenance Assistant	13-24 months	\$20.15	\$21.16
		25+ months	\$20.95	\$22.00
3	Programming/Education Associate	1-12 months	\$21.99	\$23.09
	Curatorial Associate	13-24 months	\$22.87	\$24.01
	Collections Associate	25+ months	\$23.78	\$24.97
	Conservation Associate			
	Social Media and Web Associate			
	Military History Interpreter			
	Interns			
Archives Associate				
Museum Associate				
4	Coordinator of Indigenous Education and Programming	1-12 months	\$24.97	\$26.22
	Education/Programming Coordinator	13-24 months	\$25.97	\$27.27
	Exhibitions Coordinator	25+ months	\$27.00	\$28.35
	Museum Services Coordinator			
	Curator of Collections			
Archivist				
5	Head of Archives	1-12 months	\$28.34	\$29.76
	Head of Collections and Conservation	13-24 months	\$29.47	\$30.94
	Head of Programming	25+ months	\$30.64	\$32.17
	Head of Exhibitions			
	Head of Laurel Enterprise			
	Bookkeeper			