

2020-2021

MEMORANDUM OF AGREEMENT

between the

NORTH VANCOUVER MUSEUM & ARCHIVES COMMISSION

and the

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE NORTH VANCOUVER MUSEUM & ARCHIVES COMMISSION (hereinafter called the "Employer"), AGREE TO RECOMMEND TO THE NORTH VANCOUVER MUSEUM & ARCHIVES COMMISSION;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389 (hereinafter called the "Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 JULY 09 AND EXPIRING 2021 DECEMBER 31 (hereinafter called "the Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. The Collective Agreement**

The Employer and the Union agree that the Collective Agreement shall consist of the terms and conditions outlined in Appendix "A" attached to and forming a part of this Memorandum of Agreement.

**2. Schedule "A" Rates of Pay and Classifications**

The Employer and the Union agree to the Schedule "A" Salary Schedule contained in Appendix "A". An Employee whose rate of pay is higher than the newly established pay grade for the classification in the Salary Schedule shall suffer no loss of pay, but shall be granted no general increase until the newly established pay grade is reached.

The Employer and the Union agree that no new classification reviews shall be submitted or considered for one year from the date of ratification of this Memorandum of Agreement, unless substantive changes are made to the classification that would justify a review.

**3. Effective Dates**

The Employer and the Union agree that all provisions contained in Appendix "A", unless specifically stated otherwise, are effective on the date of ratification of this Memorandum of Agreement.

**4. Housekeeping – Prior to Ratification**

The Employer and the Union agree that if either party identifies housekeeping edits to Appendix "A" the 2020-2021 Collective Agreement prior to ratification, such amendments may be made with mutual agreement by the parties.

**5. Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

DATED this 25 day of June, 2021.

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE EMPLOYER:

\_\_\_\_\_  
"Wesley Wenhardt"

\_\_\_\_\_  
"Laurel Lawry"

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE UNION:

\_\_\_\_\_  
"Jessica Bushey"

\_\_\_\_\_  
"Cindy McQueen"

**Appendix "A"**

*This is Appendix "A" referred to in item #1 of this Memorandum of Agreement.*

2020-2021

COLLECTIVE AGREEMENT

between the

**NORTH VANCOUVER MUSEUM & ARCHIVES COMMISSION**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389**

2020-2021  
 COLLECTIVE AGREEMENT  
 between the  
NORTH VANCOUVER MUSEUM & ARCHIVES COMMISSION  
 and the  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

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THIS AGREEMENT made and entered into this ninth day of July, in the year, Two Thousand and Twenty (2020).

**2020-2021**

BETWEEN:

**NORTH VANCOUVER MUSEUM & ARCHIVES COMMISSION**

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389**

Being an organization of the Employees of the  
North Vancouver Museum & Archives Commission

(hereinafter called the " Union")

OF THE SECOND PART

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**PREAMBLE**

The purpose of this Agreement is to set out the terms and conditions of employment between North Vancouver Museum & Archives Commission (the "Employer") and the Employees certified by the Canadian Union of Public Employees ("CUPE"), Local 389.

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

- (a) to develop, maintain, and improve harmonious relations between the Employer and the Union;
- (b) to recognize the value of joint discussion and negotiation;
- (c) to encourage efficiency in operations and quality of output; and
- (d) to promote the morale, well-being and security of Employees in the bargaining unit.

The Employer, the Union and the Employees hereby agree to cooperate fully, individually and collectively, for the advancement of these conditions and for the purpose of implementing the spirit and intent of the foregoing and without surrendering the right of the Employer to determine policy, it is agreed that where

a change of policy affects Employees' security to a major extent the Union will be advised of such contemplated change and an opportunity afforded to the Union representatives to consult with the Employer's representatives in the practical application of such contemplated change;

AND WHEREAS, the parties to the second part have formed a Union, hereinafter called "the Union";

AND WHEREAS, the Employer approved and recognizes the Union as sole Bargaining Agency on behalf of its Employees covered by this agreement.;

AND WHEREAS, it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement;

AND WHEREAS, the coverage of this Agreement shall apply to all those employed by the Employer who occupy the position classes listed under Schedule "A" of this Agreement and amendments thereto by agreement of the parties or in accordance with the Labour Code:

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

#### ARTICLE 1: TERM OF AGREEMENT

This Agreement shall be for the term of 2020 July 09 to 2021 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code this Agreement shall continue in full force and effect, and neither party shall make any change nor alter the terms of this Agreement until

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (b) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

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

## ARTICLE 2: UNION SECURITY

### 2.1 Union Membership

All present Employees who are now members of the Union shall remain members of the Union. All new Employees, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such Employees shall remain members of the Union as a condition of employment provided that no Employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

### 2.2 Dues Deduction

The Employer agrees to honour assignments of wages for Union Dues and Fees, upon receipt by the Director of a signed authorization form from the Employees concerned at least ten (10) days prior to the regular time of making such deductions that month.

### 2.3 Remittance of Deduction

The Employer agrees to remit the deductions, made under Article 2.2 to the Union each month together with a list of those Employees from whom such deductions were made. Such deductions and list shall be forwarded to the Union, not later than the tenth (10th) day of the month following the month for which such deductions were made.

## ARTICLE 3: MANAGEMENT RIGHTS

The management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed on the Employer by the provisions of this Agreement.

## ARTICLE 4: DEFINITION OF EMPLOYEES

The Employer has four categories of Employees:

- 4.1 A Regular Full-Time Employee is employed on a full-time basis of thirty-five (35) hours each week for an indefinite period of time.
- 4.2 A Temporary Full-Time Employee is employed on a full-time basis of thirty-five (35) hours each week for a definite and limited period of time, which may be lessened or expanded by circumstances unforeseen at the time of hiring.

Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union



as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

- 4.3 A Regular Part-Time Employee is employed on a regularly-scheduled basis for an indefinite period of time for less than full-time hours. A Regular Part-Time Employee works a minimum of twenty (20) hours per week.
- 4.4 An Auxiliary Employee is any other Employee.

#### ARTICLE 5: RATES OF PAY AND CLASSIFICATIONS

##### 5.1 Rates of Pay

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

- (a) Employees are paid on a bi-weekly basis by direct deposit.
- (b) Pay step increments are awarded as set out below. In the event that the Director does not consider that an Employee merits an increase to the next step within the range, the Director shall advise the Union and the Employee of the reason(s) for withholding the increment and also advise the Employee as to how the Employee may improve their efficiency, and that the progress of such Employee will be reviewed within six (6) months, to ascertain whether the Employee's work has improved sufficiently to warrant an increase within their salary range.
- (i) Pay step increments will be as follows for Regular Full-Time Employees and Temporary Full-Time Employees:
- i. Pay Grades 9-14: Six (6) months eligibility for steps 1-3, thereafter twelve (12) months from the date of the last increment;
  - ii. Pay Grade 15: Six (6) months eligibility for steps 1-2; thereafter twelve (12) months eligibility from the last increment; and
  - iii. Pay Grade 16 and above: Twelve (12) months eligibility from the date of employment.
- (ii) Eligibility for pay step increments for Regular Part-Time and Auxiliary Employees shall be based on the number of hours served by a Regular Full-Time Employee for

such eligibility, i.e. nine hundred and fourteen (914) hours (six (6) months) or one thousand eight hundred and twenty-seven (1,827) hours (twelve (12) months).

(iii) Adjustments in salaries or wages levels arising from a step increase, reclassification, etc., shall be effective at the beginning of the bi-weekly pay period the first day of which is nearest to the calendar date of the pay adjustment.

- (c) Any Employee who is assigned to a higher-rated position shall be paid the higher rate of pay for hours worked in the higher-rated position. The higher-rated pay is only paid for hours worked. When an Employee is assigned to act in a higher-rated position, they shall receive the first step in the pay grade which exceeds the current salary of the Employee's regular position.

## 5.2 Classification

### (a) Class Specifications

The position of each Regular Full-Time Employee and Regular Part-Time Employee will be formally classified by the Metro Vancouver Regional District's Regional Employers Services, who will recommend a classification and pay grade thereto.

### (b) Changes in Classification

Where, during the term of this Agreement the Union or incumbent Employee believe that

- (i) a position has been allocated to an inappropriate class; or
- (ii) an existing position has been inappropriately reclassified; or
- (iii) a new position has been inappropriately classified

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days, the Union may resolve any dispute relating to classification by referring the matter to Step 2 of the Grievance Procedure.

### (c) Changes in Valuation

Where, during the term of this Agreement

- (i) the Union believes that a class is incorrectly valued; or
- (ii) the Employer revalues an existing class or values a new class covered by this Agreement

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days the Union may resolve any dispute relating to the valuation

of a class by referring the matter to the next round of collective bargaining between the parties.

By mutual agreement the Union and the Employer may refer a valuation dispute to a third party for final and binding resolution.

In the event that a position or class of positions is reclassified or revalued, the following shall apply:

- i. In the event a position or class of positions is reclassified upwards, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the lowest step of the pay range that exceeds the incumbent's previous rate. The increment date for each incumbent shall be amended to accord with the effective date of the adjustment.
- ii. In the event a class of positions is revalued, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the same step of the new pay range that the Employee occupied on the old pay range for the class. The increment date for each incumbent shall not be amended.
- iii. In the event a position or class of positions is reclassified or revalued downwards, the incumbent(s) shall suffer no loss of pay but shall be granted no general increase until the revised rate of pay is reached.

(d) Effective Dates

Any change in rate of pay for an Employee as a result of either reclassification or revaluation pursuant to Sections (ii) and (iii) above shall be retroactive to the date the position was filled in the case of a new position, to the date the reclassification or revaluation request was received by the Director or designate, or to any other date mutually agreed to by the parties.

ARTICLE 6: HOURS OF WORK

6.1 Regular Hours

- (a) Regular Full-Time Employees and Temporary Full-Time Employees hours of work shall be seven (7) hours each day on any five (5) consecutive days of the week, with two (2) consecutive days of rest, with at least one day of rest being either a Saturday or a Sunday.
- (b) Regular Part-Time Employees hours of work shall be up to seven (7) hours each day.

- (c) Auxiliary Employees hours of work shall be up to eight (8) hours each day.
- (d) Due to the nature of the work performed and operational requirements, Employees may be required to work a flexible work schedule on an occasional basis for a limited period of time, which incorporates any combination of days and hours, but does not exceed seventy (70) hours in the two week pay period.
- (e) Based on operational requirements, Employees will be provided with a minimum of forty-eight (48) hours of notice of any schedule changes. By mutual agreement an Employee may accept a shorter notice period.
- (f) For Regular Full-Time and Temporary Full-Time Employees and for Regular Part-Time and Auxiliary Employees working full-time hours, two (2) rest breaks of ten (10) minutes each per work day, will be taken at a time that will cause the least possible interference with the work at hand. For Regular Part-Time and Auxiliary Employees working less than full-time hours, a rest break of ten (10) minutes is permitted at a time that will cause the least possible interference with the work at hand.

An unpaid lunch break of one (1) hour must be taken by any Employee working full-time hours. The lunch break is to be taken at approximately the mid-point of the Employee's shift. Any request for exception is to be approved by the Employee's supervisor.

## 6.2 Overtime

- (a) "Overtime" for Regular Full-Time and Temporary Full-Time Employees is defined as any hours worked outside of an Employee's regularly scheduled hours of work and "pre-scheduled overtime" is overtime scheduled in advance of and outside of regularly scheduled working hours for meetings or special events.
- (b) No overtime may be worked and no overtime will be recognized without the prior approval of the Employer except in a clear case of emergency involving person or property; such an eventuality must be reported to the Director (or designate) at the earliest opportunity.
- (c) All overtime worked shall be compensated by pay or by compensating time off at the Employee's discretion. Accumulated banked overtime at year end must be approved by the Director and taken by March 31 of the year following or it will be paid out. Banked overtime should not exceed a total of thirty-five (35) straight-time hours per year, without the approval of the Director.
- (d) Compensation for Regular Full-Time Employees and Temporary Full-Time Employees is as follows:
  - (i) at time and one-half for the first two (2) hours of overtime worked, whether pre-scheduled overtime or not and;

- (ii) double the rate for all overtime worked in excess of the hours worked in 6.2(d)(i) above.
- (e) Compensation for Regular Part-Time Employees and Auxiliary Employees is as follows:
  - (i) at straight time for time worked within the normal daily hours up to eight (8) hours in a normal work day
  - (ii) at time and one-half for the next two (2) hours of overtime worked in excess of eight (8) hours in a normal work day;
  - (iii) double the rate for all overtime worked in excess of the hours worked in 6.2(e)(ii) above, or for any other time worked beyond 40 hours in a work week.
- (f) Auxiliary Employees are not eligible for overtime until they have worked eight (8) hours in any given day or, having worked forty (40) hours in a calendar week.

## ARTICLE 7: EMPLOYMENT

### 7.1 Posting Vacancies

Where vacancies exist or new positions are created, notice shall be posted in the Employer's offices, and a copy giving full particulars shall be provided to the Union office. Notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. The position shall be filled on a regular basis no later than sixty (60) days after the posting of the notice. The Secretary of the Union shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled. Notwithstanding the foregoing, the Employer may for any reason refrain from filling any position which becomes vacant, or may defer making an appointment if all applicants fail to meet the requirements of the position.

### 7.2 Promotions, Demotions and Transfers

In making promotions, demotions or transfers, the required qualifications, knowledge, experience, skills and abilities for the position shall be the primary consideration, and where two or more applicants are equally capable of fulfilling the duties of the position, the length of service with the Employer shall be the determining factor.

### 7.3 Probationary Period

Regular Full-Time Employees who commence employment with the Employer shall serve a probationary period of six (6) continuous months. Regular Part-Time Employees' probationary period will be equivalent hours worked of a Regular Full-Time probationary period. Upon the successful completion of the probationary period, an Employee shall be entered on the Seniority List as of their original date of employment.

#### 7.4 Trial Period

In the event an Employee is promoted or transferred, the Employee shall be considered to be on trial for a period of not more than sixty (60) working days. If at the end of the trial period the Employee is not considered satisfactory in the new position, the Employee will be returned to their previous position without loss of seniority. It is understood that the time limit mentioned may be extended by the Employer.

Upon promotion or transfer to a higher-rated position, the Employee shall receive the classification rate or the salary range rate immediately above the Employee's previous salary rate.

#### 7.5 Service and Seniority

(a) In calculating the length of service of an Employee, time absent due to Maternity Leave, Adoption Leave, Workers' Compensation, Sick Leave, Union Leave or paid Leave of Absence officially granted, shall be calculated as a part of the Employee's service for the determination of eligibility for perquisites and in determining the length of service of the Employee. Time absent during a period of layoff shall not be included in determining an Employee's eligibility for perquisites or length of service but shall be included for purposes of calculating seniority.

(b) Regular Full-Time and Regular Part-Time Seniority List

A Seniority List will be established for Regular Full-Time and Regular Part-Time Employees. Access to the Seniority List will be extended to all Regular Full-Time and Regular Part-Time Employees upon completion of the probationary period.

Upon request, the Employer shall provide the Union with the Regular Full-Time and Regular Part-Time Seniority List for Employees covered by this Collective Agreement at least once in each calendar year.

#### 7.6 Layoff, Recall and Termination

(a) Layoff

In the event of a layoff, Employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an Employee may bump a less senior Employee only in cases where the senior Employee is qualified to fill the position occupied by the less senior Employee.

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify Employees, who have acquired seniority rights who are to be laid off, at least ten (10) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work during the ten (10) days referred to above, the Employee shall be paid for those days for which work was not made available.

- (b) It is understood and agreed that any Employee affected under Articles 7.2 or 7.6(a) above shall retain the right of appeal as contained in the grievance procedure.
- (c) No new Employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The Employer shall make every reasonable attempt to contact and recall Employees in order of bargaining unit-wide seniority provided they are qualified to perform the available work and providing they respond within the stipulated time limits. Such notice shall be given so as to be received at least twenty-four (24) hours prior to the required reporting time. Upon making contact with an Employee, the Employer shall specify the time when the Employee shall report for work. An Employee, who does not respond within forty-eight (48) hours of the Employer's initial contact attempt, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An Employee shall report to work at the time specified by the Employer or, in extenuating circumstances, within two (2) weeks of the Employer's initial contact attempt. Each Employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the Employee can be reached.

It shall be the duty of each Employee laid off, to advise the Director in writing of the correct mailing address and telephone number and the Employer if rehiring within one (1) year, shall advise the Employee by telephone and/or letter of the date on which that person is required to report for duty.

- (d) Employees recalled within one (1) year of layoff shall, upon return to work, be credited with their previous length of service for determining their seniority and eligibility for vacation entitlement, sick leave, group life, medical, dental, extended health benefit, superannuation and service severance pay. Time absent during a period of layoff shall not be included in determining an Employee's eligibility for the above perquisites, except vacation entitlement, or length of service but shall be included for purposes of calculating seniority. Vacation pay will be prorated by the period of the layoff and an Employee may elect not to take that portion of vacation which is unpaid.

#### 7.7 Termination

- (a) Employees shall be entitled to notice upon termination of service on the following basis:
  - (i) Less than one (1) year of service, two (2) week's notice or pay in lieu of notice.
  - (ii) One (1) year of service or more, one (1) month's notice or pay in lieu of notice.
- (b) It is mutually agreed that the provisions of Article 7.7(a) do not apply in cases of temporary layoff or discharge for just cause.

- (c) An Employee leaving the employment of the Employer after ten (10) years of service and before retirement shall be entitled to receive a cash payment for fifty percent (50%) of any unused Sick Leave, to a maximum of fifteen (15) working days.

## ARTICLE 8: BENEFITS - REGULAR FULL-TIME AND TEMPORARY FULL-TIME EMPLOYEES

### 8.1 Benefits

The term "calendar year" shall mean the twelve-month period from January 1st to December 31st inclusive, and the term "week" shall mean five (5) working days.

Refer to Article 8.22 – Benefits For Regular Part-Time Employees and Auxiliary Employees.

### 8.2 Extended Health Benefits

A Regular Full-Time Employee is eligible for this benefit on the first day of the month following commencement of employment and first day of the month following three (3) months of employment for Temporary Full-Time Employees providing the Employee qualifies under the rules of the Plan.

The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (a) eye exams to a maximum of \$125.00 per person, every twenty-four (24) month period;
- (b) a vision care option (\$450.00 per person, payable per twenty-four (24) month period);
- (c) hearing aids (maximum payable of \$700.00 per person in a five (5) calendar year period);
- (d) orthopedic shoes and medically prescribed custom-made orthotic insoles (combined maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year), diabetic equipment and supplies, ostomy supplies, clinical psychologist services (maximum payable of \$600.00 per person in a calendar year), and coverage for the Nicotine Patch benefit with a \$350.00 per person lifetime maximum;
- (e) massage practitioner and physiotherapist services to a combined maximum of \$800.00 per calendar year; chiropractor and naturopath services to a combined maximum of \$500.00 per calendar year; acupuncture treatments to a maximum of \$200.00 per calendar year and podiatrist services to a maximum of \$350.00 per calendar year.

The Extended Health Benefits lifetime maximum coverage under this Plan will be \$1,000,000 per person. The Plan has an annual deductible of \$100.00.

The Employer agrees to pay one hundred percent (100%) of the premium.



### 8.3 Dental Plan

A Regular Full-Time Employee is eligible for this benefit on the first day of the month following commencement of employment and upon completion of six (6) months of continuous full-time employment for Temporary Full-Time Employees, provided the Employee qualifies under the rules of the plan on the following basis:

- (a) Basic Dental Services (Plan A), paying for eighty percent (80%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B), paying for fifty percent (50%) of the approved schedule of fees.
- (c) Orthodontics (Plan C), paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of \$4,000 for adults and dependent children as defined by the Plan.
- (d) The Employer agrees to pay seventy-five percent (75%) of the premium and the Employees shall pay twenty-five percent (25%) of the premium.

### 8.4 Group Life Insurance

Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and Temporary Full-Time Employees shall, upon completion of three (3) months of continuous full-time employment join the group life insurance plan, provisions of which are outlined hereunder:

- (a) Coverage shall be one and one-half (1½) times basic annual salary, which amount shall be computed to the next higher \$1,000.
- (b) Coverage shall be provided until age 65 without the payment of premiums in the case of an Employee becoming totally and permanently disabled prior to age 65.
- (c) The Employer agrees to pay seventy-five percent (75%) of the premium and the Employees shall pay twenty-five percent (25%) of the premium.

### 8.5 Municipal Pension Plan

- (a) For Regular Full-Time and Temporary Full-Time Employees effective upon the completion of the six (6) month probationary period, or immediately upon commencement of employment where immediate enrollment is required under the rules of the Municipal Pension Plan.
- (b) The rights and obligations of members in the Plan are set out in the Pension Benefits Standards Act (R.S.C.) amended from time to time. Members will receive a Plan summary upon enrollment, a summary of Plan amendments made, annual statements and advice of benefit rights on termination, retirement or death from the Pension Corporation.

## 8.6 Retirement Benefit

- (a) Upon retirement onto the Municipal Pension Plan, Regular Full-Time Employees shall be entitled to a cash settlement for any unused Sick Leave pay to their credit at the date of retirement provided, however, that such cash settlement does not exceed thirty (30) working days' pay.
- (b) Vacation in Year of Retirement - see section 8.17.

## 8.7 Service Severance Pay

"Service Severance Pay" shall be paid to Regular Full-Time Employees on the following basis:

- (a) Employees resigning from the service of the Employer, and who have completed ten (10) years of service or more with the Employer, including service prior to January 1st, 1996, shall be paid two (2) Days' Pay for each year of service.
- (b) Employees retiring from the service of the Employer onto the Municipal Pension Plan shall be paid at the rate of four (4) days' pay for each year of service with the Employer.
- (c) For the purpose of Service Severance Pay, the following definitions shall apply:
  - (i) "Retirement" shall be defined as an Employee leaving the service of the Employer at any time following attainment of their minimum retirement age as established under the Municipal Pension Plan or upon receipt of a Disability Allowance in accordance with the provisions of the Municipal Pension Plan or having twenty-five (25) years or more of pensionable service but leaving the service of the Employer prior to attainment of the minimum retirement age.
  - (ii) "Day's Pay" shall be defined as pay for one (1) day at the then-current rate of pay for the classification in which the Employee was regularly employed.

## 8.8 Continuation of Pension Contributions

Where, due to a layoff, a Regular Full-Time Employee or Temporary Full-Time Employee has had their hours of work reduced and their employment status changed, the Employee shall continue to contribute to the Municipal Pension Plan. Contributions made by the Employer and the Employee shall be made on the basis of the new hours worked and are subject to the requirements of the Municipal Pension Plan.

## 8.9 Benefit Administration

The Employer delegates to the Corporation of the City of North Vancouver sole responsibility for all aspects of the administration of the health and welfare benefit plans provided for the Employer's Employees.

#### 8.10 Vacation Entitlement

A Regular Full-Time Employee or Temporary Full-Time Employee shall accrue paid vacation credits upon obtaining that status/being hired but may not, without the Director's permission, take any paid vacation prior to the successful completion of their probation. Vacations with pay shall be granted on the following basis:

- (a) Employees with less than twelve (12) calendar months of service: one and one quarter (1.25) day for each month or portion of a month greater than half a month worked;
- (b) During the second and up to and including the seventh calendar year of service: fifteen (15) working days; and
- (c) During the eighth and up to and including the fifteenth calendar year of service: twenty (20) working days;
- (d) During the sixteenth and up to and including the twenty-third calendar year of service: twenty-five (25) working days; and
- (e) During the twenty-fourth and all subsequent calendar years of service: thirty (30) working days.

8.11 In the case of fifteen (15), twenty (20), twenty-five (25) or thirty (30) working days of annual vacation entitlement, Employees have a right to no more than ten (10) consecutive working days of vacation. An Employee wishing to take more than ten (10) consecutive days of vacation must obtain the prior consent of the Director.

#### 8.12 Deferred Vacation

A Regular Full-Time Employee or Temporary Full-Time Employee who is entitled to annual vacation of twenty (20) working days or more in any year shall take at least fifteen (15) working days of such annual vacation during the year in which vacation is earned and may defer the taking of any part of such annual vacation in excess of fifteen (15) working days PROVIDED, however, that the maximum deferred vacation which an Employee may accumulate at any one time shall be twenty (20) working days.

#### 8.13 Early Retirement

A Regular Full-Time Employee or Temporary Full-Time Employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of vacation into an Early Retirement Bank. An Employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an Employee to use such banked vacation in other circumstances.

#### 8.14 Rate of Vacation Pay

All Regular Full-Time Employees and Temporary Full-Time Employees will be paid during their annual vacations at their respective regular or classified rates of pay.

8.15 Vacation Pay Adjustment

For all Regular Full-Time Employees and Temporary Full-Time Employees, as soon as possible following December 31st in each year, a vacation pay adjustment may be made in a lump sum to all Employees, where such Employee's annual basic earnings (exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay) exceeds their regular base rate earnings during the year in question. Such cash payment shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the Employee's annual vacation pay for the year in question but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

8.16 Supplementary Vacation

A Regular Full-Time Employee or Temporary Full-Time Employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the Employee is entitled under section 8.10 above.

- (a) Each Employee, upon commencing their eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service, shall thereupon become entitled to five (5) working days of supplementary vacation.
- (b) An Employee shall become entitled to supplementary vacation under this section 8.16(a) on the first day of January in the year in which the Employee qualifies for such supplementary vacation and the days must be taken within five (5) years of the year in which the vacation was awarded.

8.17 Vacation in the Year of Retirement

Any Regular Full-Time Employee:

- (a) who has reached minimum retirement age as defined by the Municipal Pension Plan and has completed at least ten (10) years of pensionable service with the Employer in accordance with and as defined in the said Act; or
- (b) whose age and years of service with the Employer total eighty (80) years or more

shall be entitled to receive full annual vacation upon retirement. All other Regular Full-Time Employees, or all Temporary Full-Time Employees, who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this section.

### 8.18 Vacation on Termination

Regular Full-Time Employees and Temporary Full-Time Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month greater than one-half worked to the date of termination or at that percentage of wages earned during the calendar year set by the Employment Standards Act, whichever is greater. In all cases of termination of service for any reason other than the provisions of Article 8.17 above, an adjustment will be made for any overpayment of vacation.

### 8.19 Vacation on Layoff

Regular Full-Time Employees or Temporary Full-Time Employees who are laid off shall receive vacation pay for the calendar year in which the layoff occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month greater than one-half worked to the date of layoff or at that percentage of wages earned during the calendar year set by the Employment Standards Act, whichever is greater, provided that adjustment will be made for any overpayment of vacation.

### 8.20 Public Holidays

- (a) All Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to a holiday with pay, upon the commencement of their employment, on the following Public Holidays: New Year's Day, Family Day\*, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by the Employer.

\*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday.

Provided that:

- (b) When one of the above-mentioned public holidays fall on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia, or either of them in the absence of the other, proclaim that such public holiday shall be read in substitution for such public holiday:

Save and exempt that:

Whenever one of the aforementioned public holiday falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday, the Director shall notify each Employee affected thereby they may have ready access to and see the same, designating the Employee's holiday entitlement in accordance with one of the following methods:

- (i) one day's pay at their regular rate of pay, or
  - (ii) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the Employee's normal rest days or one of the public holidays hereinbefore defined.
- (c) If a Public Holiday falls on a regular working day while an Employee is on annual vacation, the Employee shall receive one (1) additional day of vacation with pay in lieu of the said Public Holiday.
- (d) If a Regular Full-Time Employee or Temporary Full-Time Employee is required to work on a Public Holiday which falls on or is observed on any day from Monday to Friday inclusive, then that Employee shall be paid for the Public Holiday at the normal rate of pay and be given a paid day and a half off in lieu of the Public Holiday.

#### 8.21 Sick Leave

A Regular Full-Time Employee or Temporary Full-Time Employee is eligible for Sick Leave upon the successful completion of three (3) months' employment subject to the provisions of Article 8.21(a).

- (a) Employees shall be granted Sick Leave with pay on the basis of one and two-thirds (1 2/3) days per month, retroactive to the first completed calendar month of employment. Any unused portions of Sick Leave shall accumulate to a maximum of one hundred and twenty (120) working days.
- (b) The Director or designate may require a medical certificate as proof of sickness and as proof of capability to return to work.
- (c) WorkSafeBC

An Employee whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC shall assign the Employee's WorkSafeBC cheque to the Employer and the Employer shall pay to the Employee their approximate net salary. In the event WorkSafeBC rejects a claim, or during a period of WorkSafeBC delay prior to accepting the claim, the Employer will advance the full regular salary to the Employee until the Employee's sick leave, vacation and overtime credits are exhausted. Where the WorkSafeBC subsequently accepts an Employee's claim, the Employee's pay shall be recalculated retroactive for the period of the claim and banks drawn from will be reimbursed.

- (d) Subrogation

An Employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such Employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits

paid to the Employee whilst on sick leave. The Employee shall be obliged to reimburse the Employer to the extent the Employee succeeded in recovering such wages and benefits. This provision includes claims made to ICBC.

#### 8.22 Benefits and Payment in Lieu - Regular Part-Time and Auxiliary Employees

- (a) Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings, which premium payment shall be considered in lieu of all Employee benefits, including those providing for time off with pay.
- (b) A Regular Part-Time Employee shall receive the following benefits:
  - (i) a payment of ten percent (10%) of regular earnings in lieu of vacation and Public Holiday pay;
  - (ii) Medical, Extended Health, Group Life and Dental Plans on the same basis as Regular Full-Time Employees; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life and Dental Plans and the Employee shall pay one hundred percent (100%) of the premium for Medical;
  - (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time Employees; and
  - (iv) WorkSafeBC coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (c) Regular Part-Time and Auxiliary Employees shall have the option to join the Pension Plan when the eligibility criteria as determined by the Municipal Pension Plan are met.
- (d) Where a Regular Part-Time Employee's core hours are reduced such that the Employee no longer qualifies for benefits, the benefit coverage will cease at the end of the month in which the hours are reduced and the Employee shall be paid a percentage in lieu of benefits (as outlined in section 8.22(a)), commencing on the first of the month following the expiry of the benefit coverage.
- (e) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Jury Duty/Witness Leave and on a full basis to the same Bereavement Leave, Family Illness Leave, Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%) of regular earnings when on unpaid leave of absence.
- (f) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this section.

### 8.23 Public Holidays - Regular Part-Time and Auxiliary Employees

A Public Holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an Employee who works on a Public Holiday will be paid at straight-time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an Employee who does not work on a Public Holiday will not receive any pay or compensating time off in lieu of the holiday.

## ARTICLE 9: LEAVES OF ABSENCE

### 9.1 Union Officials

- (a) All applications for leave of absence, whether with or without pay, shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer.
- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution for all benefit costs on behalf of each such representative, including those for group life insurance coverage, medical coverage, disability insurance coverage and Municipal Pension Plan. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- (c) Upon application to, and upon receiving the permission of the Employer in each specific case, one (1) official representative of the Union may be granted time off without loss of pay for the purpose of settling a grievance as outlined elsewhere in this Agreement.
- (d) Upon application to, and upon receiving the permission of the Employer in each specific case, up to two (2) official representatives of the Union may be granted leave of absence without pay for the purpose of participating in collective bargaining meetings with the Employer.
- (e) Upon application to, and upon receiving the permission of the Employer in each specific case, up to two (2) official representatives of the Union may be granted leave of absence without pay to conduct other union business.
- (f) The Union shall provide the Employer with a list of its elected officers, job stewards, and any other official representatives. The list shall be kept current by the Union at all times.

### 9.2 Bereavement Leave

- (a) A Regular Full-Time Employee or Temporary Full-Time Employee who has completed six (6) months of employment may be granted bereavement leave without loss of pay for a period not to exceed three (3) working days in the following events:



- (i) in the case of the death of the Employee's spouse (including common-law spouse and same-sex partner), child, ward, brother, sister, parent, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, niece, nephew, or guardian; or
  - (ii) in the case of the death of any other relative if living in the Employee's household.
- (b) Any Employee who qualifies for bereavement leave without loss of pay under section 9.2(a) above and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Metro Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
  - (c) Requests for leave under sections 9.2(a) and 9.2(b) above shall be submitted to the Director, who will determine and approve the number of days required in each case.
  - (d) An Employee who qualifies for bereavement leave without loss of pay under section 9.2(a) above may be granted such leave when on annual vacation if approved by the Director. An Employee who is absent on sick leave with or without pay or who is absent on a WorkSafe BC claim shall not be entitled to bereavement leave.
  - (e) Upon application to and upon receiving the permission of the Director, an Employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by sections 9.2(a) and 9.2(b) above.

### 9.3 Family Illness Leave

For any Regular Full-Time Employee or Temporary Full-Time Employee, where no one other than the Employee can provide for the care of an immediate member of the Employee's family (defined as spouse, child, parent and parent-in-law) during an illness, Family Illness Leave must be authorized by the Employee's immediate Supervisor. Employees requiring the use of Family Illness Leave shall provide as much advance notice as possible to their Supervisor.

Employees may use up to three (3) accumulated sick leave days per calendar year for Family Illness Leave. Employees must have more than twelve (12) days' sick leave credits at the time of usage to be entitled to use sick leave for Family Illness Leave.

### 9.4 Jury Duty and Witness

Any Regular Full-Time Employee or Temporary Full-Time Employee called for Jury Duty or as a witness will be allowed time off during the period of such duty and regular pay will be continued. Any remuneration received for such duty must be remitted to the Director for deposit to the credit of the Employer.

The Employer will not make any allowance for payment of additional transportation costs, parking fees, lunches, etc., incurred while on such duty.

#### 9.5 Maternity and Parental Leave

For any Regular Full-Time Employee or Temporary Full-Time Employee:

(a) Length of Leave

(i) Birth Mother

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

(ii) Birth Father and Adoptive Parent

An Employee who is the birth father or the adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The Employee shall commence the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the Employee.

(iii) Extensions - Special Circumstances

An Employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the Employee as unable to return to work for medical reasons related to the birth.

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

Provided however, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (i) An Employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (ii) An Employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of the adoption of a child, the Employee shall provide as much notice as possible.
- (iii) An Employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the Employee intends to return to work.
- (iv) An Employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating that the Employee is able to return to work.
- (v) Where a pregnant Employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date the Employee gave birth.

(c) Return to Work

On resuming employment, an Employee shall be reinstated in their previous or a comparable position and, for the purposes of pay increments and benefits referenced below in section 9.5(e) and vacation entitlement (but not for Public Holidays or sick leave), maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an Employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (i) An Employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (ii) Subject to section 9.5(d)(i) above, an Employee on maternity leave or parental leave who has notified the Director of their intention to return to work pursuant to section 9.5(b)(iii) and who subsequently suffers any illness or disability which prevents a return to work as scheduled (whether or not such illness or disability is related to pregnancy) shall be entitled to sick leave benefits commencing on the first day on which they would otherwise have returned to work, on the understanding that a satisfactory medical certificate is provided to the Director.

(e) Benefits

- (i) Dental Plan, Extended Health Benefits and Life Insurance benefits shall continue uninterrupted during the period of time the Employee is on maternity and/or

parental leave provided that the Employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.

Where an Employee makes arrangements to continue benefits coverage, all benefits named in this paragraph shall continue.

- (ii) Pension contributions will cease during the period of the leave. Any purchase of pension for the leave period must be done in accordance with the Rules of the Municipal Pension Plan.

#### ARTICLE 10: GRIEVANCE PROCEDURE AND ARBITRATION

##### 10.1 Grievance Settlement without Work Stoppage

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

##### 10.2 Grievance Procedure

###### Step 1

The grievance shall be stated in writing, within fourteen (14) calendar days and shall state that the matter is a grievance in accordance with this Article and shall be submitted to the Employee's supervisor.

###### Step 2

The Employee involved and an authorized Union representative shall, within fourteen (14) calendar days of the circumstances giving rise to the grievance, seek to settle the dispute with the Employee's supervisor. The supervisor shall provide a written response within fourteen (14) calendar days of receipt of the grievance.

###### Step 3

If the matter is not resolved at Step 2, the Union may pursue the grievance by referring the matter to the Director in writing within fourteen (14) calendar days of receipt of the immediate supervisor's response. The Director and Manager will meet with up to two (2) representatives of

the Union and shall have fourteen (14) calendar days from the date of referral in which to render a written decision.

### 10.3 Arbitration

If the matter is not resolved at Step 3, either party may refer the dispute to arbitration within fourteen (14) calendar days, of receipt of the Director's decision.

Notwithstanding the above, if the party that referred a grievance to arbitration does not pursue the grievance (by naming their counsel) within ninety (90) calendar days of the date the grievance was referred to arbitration, the grievance shall be deemed to have been abandoned.

The parties shall use a single Arbitrator, unless both parties mutually agree to a three-member Arbitration Board, which shall consist of one member appointed by each party and a Chairperson mutually appointed by the Employer and the Union.

The parties shall, within twenty (20) calendar days after receiving the Written Notice, discuss who shall be appointed as the Arbitrator or Chairperson. If the parties fail to mutually agree to the single Arbitrator or Chairperson within the twenty (20) calendar day period, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Each party shall pay half the expense of the Arbitrator or Chairperson, and the expenses of their representative.

By mutual agreement between the Employer and the Union, the above time limits may be extended.

### 10.4 Wrongful Dismissal

Where the Arbitrator finds that an Employee has been dismissed, suspended or otherwise disciplined for other than proper cause, the Arbitrator may:

- (a) direct the Employer to reinstate the Employee and pay to the Employee a sum equal to wages lost by reason of dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitrator, is fair and reasonable; or
- (b) make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

## ARTICLE 11: GENERAL PROVISIONS

### 11.1 Occupational Health and Safety

The Employer, the Union, and the Employees agree that all parties have a responsibility to provide and maintain a safe work environment. All parties agree to work cooperatively to

support and develop safe work practices that will not place individual Employees, co-workers, the public or the Employer at risk.

All WorkSafeBC regulations and any other applicable legislation shall be observed and adhered to.

#### 11.2 Workplace Bullying, Harassment and Discrimination

The Employer and the Union recognize the right of Employees to work in an environment that is free from acts of bullying, harassment and discrimination.

Any complaints or misconduct will be dealt with in accordance with the Employer's Policy.

#### 11.3 Student and Grant Employment Programs

The Employer and the Union recognize the utilization of Students and Grant Employment Programs are necessary to support the operational viability of the North Vancouver Museum & Archives Employer. Types of Students may include unpaid practicum opportunities, co-op and grant opportunities.

Students and Grant Employees are not members of the bargaining unit. The use of Students and Grant Employees will not result in the layoff of any bargaining unit Employee.

The Employer will inform the Union in advance of the utilization of any Student or Grant Employment opportunities.

#### 11.4 Volunteer Opportunities

The Employer and the Union recognize the utilization of Volunteers is necessary to support the operational viability of the North Vancouver Museum & Archives Employer, and supports public service and community volunteer opportunities.

IN WITNESS HEREOF the parties have hereunto set their seals.

FOR:

The North Vancouver Museum & Archives  
Commission

Canadian Union of Public Employees, Local No.  
389

\_\_\_\_\_  
COMMISSION CHAIR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
UNION REPRESENTATIVE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SCHEDULE "A"NORTH VANCOUVER MUSEUM & ARCHIVES COMMISSIONSALARY SCHEDULE

Key: A = 2021 January 01 – December 31

<u>Class Title</u>	<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Archivist	25	A	39.50	41.16	42.96	44.78	46.64
Communications and Marketing Coordinator	20	A	32.23	33.56	34.96	36.39	37.92
Curator	23	A	36.39	37.92	39.50	41.16	42.96
Guest Services Coordinator	15	A	26.34	27.43	28.56	29.70	30.94
Guest Services Representative	10	A	21.69	22.53	23.39	24.39	25.35
Museum and Archives Attendant	11	A	22.53	23.39	24.39	25.35	26.34
Museum Programmer	19	A	30.94	32.23	33.56	34.96	36.39
Museum Programs Assistant	17	A	28.56	29.70	30.94	32.23	33.56
Museum Programs Coordinator	22	A	34.96	36.39	37.92	39.50	41.16
Reception and Administrative Support	10	A	21.69	22.53	23.39	24.39	25.35
Reception and Membership Assistant	13	A	24.39	25.35	26.34	27.43	28.56
Reference Historian**	17	A	28.56	29.70	30.94	32.23	33.56
Volunteer Coordinator	16	A	27.43	28.56	29.70	30.94	32.23

\* Except as indicated otherwise, the time frames for eligibility for increments are set out in Article 5.1.

\*\* The Reference Historian Classification and Pay Grade is Non-Criteria.



SCHEDULE "B"SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days\* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an Employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example:

An Employee hired in 1999 is in their (11<sup>th</sup>) calendar year during 2009. The Employee in 2009 will be credited with 5 supplementary working days which may be taken at any time between 2009 and 2013, both years included. In 2014 the Employee will be credited with a further five (5) supplementary working days, etc.

\*The working day entitlement is based upon a five-day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION  
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2012 TO 2021 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
2021	--	--	--	--	--	--	--	--	--	--
2020	--	--	--	--	--	--	--	--	--	15/-
2019	--	--	--	--	--	--	--	--	15/-	15/-
2018	--	--	--	--	--	--	--	15/-	15/-	15/-
2017	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2016	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2015	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2014	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2013	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2012	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2011	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2010	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2009	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2008	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2007	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2006	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2005	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
2004	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
2003	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
2002	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
2001	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
2000	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1999	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1998	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1997	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1996	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1995	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1994	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1993	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1992	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1991	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1990	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1989	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1988	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1987	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1986	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1985	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1984	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1983	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-

