

Local 1936



Greater Vancouver Community Social Services
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COLLECTIVE AGREEMENT

Between

**COLLINGWOOD NEIGHBOURHOOD HOUSE
SOCIETY**

(The “Employer”)

And

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1936**

(The “Union”)

April 1, 2018 to March 31, 2023

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ARTICLE 1 – PREAMBLE

1.01 Intention of Parties

It is the intention of both parties of this agreement:

- (a) To maintain a cooperative and collaborative approach to overall operations and quality of service to participants;
- (b) To maintain and nurture harmonious relations and settle differences arising between the parties of this agreement through a process of open and honest discussion;
- (c) To make provisions herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest;
- (d) To promote the morale, well being and security of all employees in the bargaining unit of the Union;
- (e) To maintain a cooperative and collaborative approach to partnerships with volunteers and community initiatives

1.02 Plural & Gender Neutral Terms Will Apply

Throughout this Agreement, gender neutral terms will be used. Wherever the singular is used, the same will be construed as meaning the plural if the facts or context so require.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union agrees that the management and direction of employees in the bargaining unit is vested exclusively in the Employer subject only to such restrictions governing the exercise of those rights as are expressly provided in law and in this Agreement.

Subject to the above, all employees shall be governed by all policies, procedures and guidelines as adopted by the Employer.

ARTICLE 3 - UNION RECOGNITION

3.01 Bargaining Unit

- (a) The Employer recognizes the Canadian Union of Public Employees **Local 1936** as the sole and exclusive collective bargaining agent on behalf of all employees included in the certification issued by the British Columbia Labour Relations Board, except those excluded by the mutual agreement of the parties or by the Labour Board.
- (b) **The Employer will provide the Union with an annual list of current Union members including all contact information the Employer has for each Union member. Home or personal telephone number and e-mail addresses obtained from this list will not be disclosed by the Union to, or used on behalf of, any third party. The information is provided to the Union for the purpose of providing information to, and obtaining information from its members for bona fide representational reasons. The Employer will also**

confirm an individual employee's most recently known home address telephone number, and e-mail address when requested by the Union to deal with an emergent issue, subject to the aforementioned conditions.

3.02 Bargaining Unit Work

Persons whose jobs (paid or unpaid) are not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, temporary experimentation not to exceed ninety (90) days without mutual agreement, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned, in itself, does not reduce the hours of work or pay of any bargaining unit employee(s).

The Employer will notify the Union of any exemptions stipulated above no later than five (5) business days after the occurrence or implementation of the exemption.

3.03 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative, which may conflict with the terms of this collective agreement.

3.04 Recognition of Union Representatives / Stewards and Permission to Leave Work

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect representatives / stewards whose duties shall include assistance to any employee which they represent, in preparing and presenting a grievance in accordance with the grievance procedure.

The Employer agrees that such representatives shall not be hindered, coerced, restrained or interfered with in any way in performance of their functions, while investigating disputes and presenting grievances as provided in this agreement.

A representative, before leaving his work, shall receive permission from his supervisor in order to ensure coverage at the workplace and shall also notify the supervisor at the location of the meeting to ensure that disruption is avoided. Such permission shall not be unreasonably withheld, but the steward shall make every effort to perform the duties as a steward outside the steward's normal hours of work. Time off work without loss of pay shall be granted for the length of time necessary to represent employees at grievance, **Employer investigations, joint investigations, and disciplinary meetings.**

The Union shall notify the Employer in writing of the name of each steward or representative and the department(s) they represent and the chief steward, before the Employer shall be required to recognize them.

3.05 National Representatives

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

Such representatives shall have access to the Employer's premises provided they do not interfere with the normal operations of the agency.

3.06 Volunteers

The parties recognize the valuable contribution volunteers make. The Union agrees that the volunteers are not members of the bargaining unit covered by the Union certification (as per 3.01 above) or the terms and conditions of this collective agreement. The Employer agrees that volunteers will not be used at any time to cause the layoff or a **reduction in the normal hours of work** of an employee who is covered by the terms of this collective agreement.

ARTICLE 4 – DEFINITIONS OF EMPLOYEE STATUS

Regular Full Time Employee –are those employees who have successfully completed probation and are scheduled to work full time hours, as defined in Art. 17. Full Time Regular Employees are entitled to all the benefits contained in this collective agreement.

Regular Part Time Employee - are those employees who have successfully completed probation and are scheduled to work regular hours less than that of a full time employee. Part Time Regular Employees are entitled to all the benefits contained in this collective agreement on a pro-rated basis, except as provided for in Article 25 (Health and Welfare Benefits).

Temporary (term certain) Employee – are those employees that are employed on a regular basis for a definite and limited period of time, performing work that is not of an ongoing or regular basis. (Which may be extended or curtailed by circumstances which could not be foreseen at the time of the employee being hired). Employees working in “term certain” positions will be entitled to apply for any vacant position available at the end of their term. In the event the employee is successful in attaining a position, all hours worked as a “term certain employee” will be credited to the employee to determine **their** seniority.

Casual Employee – are those employees who are assigned to perform work on an as needed basis. A casual employee will not have their status changed to that of a regular employee as a result of attaining a temporary position, or performing relief work that would normally be performed by a regular employee. Casual employees will accumulate seniority on an “hours worked basis” (as per 14.01(b)). Casual employees will be assigned work as per the “casual addendum”.

Casual employees are covered by the provisions of this agreement except the following:

Article 16	Layoff and Recall
Article 19	Statutory Holidays (except 19.04)
Article 20	Vacation (except pay in lieu as provided to casuals)
Article 22	Special and Other Leave
Article 23	Sick Leave
Article 25	Health and Welfare Benefits/Pensions

ARTICLE 5 - NO DISCRIMINATION/HARASSMENT

5.01 No Discrimination

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place or origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity, age, criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of his membership or activity in the Union.

5.02 Definition of Harassment

- (a) The Union and the Employer recognise the right of employees to work in an environment free from harassment. The Employer shall take such actions as are necessary respecting an employee or an Employer representative engaging in harassment.
- (b) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
- Touching, patting or other physical contact;
 - Leering; staring or the making of sexual gestures;
 - Demands for sexual favours;
 - Verbal abuse or threats;
 - Unwanted sexual invitations;
 - Physical assault of a sexual nature;
 - Distribution or display of sexual or offensive pictures or material;
 - Unwanted questions or comments of a sexual nature;
 - Practical jokes of a sexual nature.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (d) Both males and females can be considered to be sexually harassed by members of either sex.
- (e) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation or gender identity. Psychological harassment means creating a risk to a worker's psychological or physical well-being. Harassment is discriminatory behaviour by a person, that causes a worker substantial distress or to be humiliated or intimidated and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:

- Physical threats or intimidation;
 - Words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - Distribution or display of offensive pictures or materials;
 - Bullying.
- (f) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (g) Personal and psychological harassment does not include actions occasioned through the exercising in good faith, of the Employer's supervisory rights and responsibilities.

5.03 Harassment Complaint Procedures

In the case of a harassment complaint where possible, it is preferable for an employee (complainant) to address the alleged harasser (respondent) directly. If that is not possible or if the complainant does not wish to bring the matter directly to the attention of the respondent, or if such an approach is attempted and does not produce a satisfactory result, the complaint should proceed through, the following procedure:

- (a) A complainant who wishes to pursue a concern arising from an alleged harassment must submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the appropriate supervisor or, if a supervisor is involved to the Executive Director. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union representative.
- (b) If the respondent is the Executive Director (or equivalent), the Union will notify the Board of Directors (or equivalent) within fifteen (15) days of receiving the complaint. The Board of Directors will appoint an independent investigator. The independent investigator will investigate the complaint within thirty (30) days of receiving it and submit their report to the Board of Directors. The Union will be apprised of the outcome of the complaint.
- (c) A respondent shall be given notice of the substance of such a complaint.
- (d) The Employer's designate shall investigate the complaint and shall submit a report to the Executive Director in writing within fifteen (15) days of receipt of the complaint. The Executive Director shall within ten (10) days of receipt of the report give such orders as may be necessary to resolve the issue. The Employer will advise the respondent, the complainant and the Union in writing of the substance of the Executive Director's report and the outcome of the complaint. Timelines may be extended by mutual consent based on the complexity of the complaint.
- (e) Both the complainant and the respondent, if members of the Union, shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (f) Pending determination of the complaint, the Director may take interim measures to separate the employees concerned if deemed necessary.

- (g) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with **their** written consent. The Union will be consulted throughout the process.
- (h) If as a result of the investigation or adjudication process, the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.
- (i) Complaints under this Article shall be treated in strict confidence by all parties involved.
- (j) Disputes resulting from actions taken under this Article may be grieved within thirty (30) days at Step 3 of the grievance procedure.
- (k) A grievance must be submitted through the Union to an arbitrator from the list of the arbitrators in Memorandum of Agreement #4.

ARTICLE 6 – UNION SECURITY/MEMBERSHIP REQUIREMENT

6.01 All Employees to be Members

All employees in the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

6.02 Orientation of Employees

On commencing employment, the employee's immediate Supervisor shall advise the employee of the name(s) of the Stewards and Representative.

The Steward/Representative will be notified of all new bargaining unit hires and given an opportunity to meet with each employee within regular hours without loss of pay, for a maximum of thirty (30) minutes during the first thirty (30) days of employment. The purpose of the meeting is to acquaint the new bargaining unit employee with the benefits and duties of union membership.

The Representative or Steward will provide the new bargaining unit employee with a copy of the Collective Agreement.

6.03 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment as set out in the Articles dealing with Union Security and Dues Check-Off. It is further agreed that all postings and/or advertisements for bargaining unit positions will clearly indicate that the position is covered by a collective agreement.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Check-off Provisions

The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members.

The Union shall inform the Employer, in writing, of the authorized deductions to be made. An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary, the amount of the regular monthly dues payable to the Union by a member of the Union.

7.02 Deductions

Deductions shall be made from each paycheque and shall be forwarded to the **National Per Capita department (or as otherwise directed)** of the Union not later than the fifteenth (15th) day of the month following.

A list of names of all bargaining unit employees, job status, gross wages and dues deducted **will also be forwarded to the Local Union at the same time.**

7.03 Union Dues Recorded on Income Tax T-4

The Employer shall record on each employee's Income Tax T4 slip, the amount of Union Dues paid to the Union by the employee through deductions in the previous calendar year.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

- (a) Copies of all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the appropriate Director, or designate and the Recording Secretary of the Local, or Union Designate(s).

Both parties shall notify the other of it's designates **as required.**

- (b) **Unless expressly required otherwise in this agreement, written communications may be via email.**

8.02 Union Meetings/Use of Facilities

The Employer will agree to allow the Union meetings, including general and/or committee meetings to be scheduled on the Employer's premises, with the clear understanding it shall not interfere with the operation of the Employer and the Union will reimburse the Employer for any/all costs incurred. Permission for such meetings shall not be unreasonably denied.

ARTICLE 9 - NEGOTIATIONS

9.01 Bargaining Committee

Where permission has been granted, two (2) members may leave their employment temporarily for the purpose of collective bargaining with the Employer.

9.02 Function of the Bargaining Committee

All matters pertaining to rates of pay, hours of work, collective bargaining and other working conditions, shall be referred to the bargaining committee for discussion and settlement.

9.03 Meeting of Bargaining Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.04 Technical Information

Within thirty (30) days of a request by the Union, the Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

9.05 Employer Paid Bargaining Position

A maximum of one (1) bargaining representative per local or bargaining unit shall have the right to attend negotiations sessions without loss of pay. The Employer will be responsible for the cost of replacement where required.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10.01 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and Employer with respect to its discussions and conclusions concerning the following general matters:

- Considering constructive criticism of all activities in the area of employee and Employer relations;
- Reviewing suggestions from employees in the area of employee/Employer relations, and more specifically, questions pertaining to working conditions;

- Correcting conditions causing misunderstandings and potential grievances.

Other matters as mutually agreed to.

10.02 Committee Structure

The Labour Management Committee will consist of two (2) representatives of the Employer and two (2) representatives of the Union. By mutual agreement, the parties may increase the size of the Committee, maintaining equal representation. For the purpose of broad-based representation, the parties will endeavour to have representation from more than one department.

10.03 Meeting of Committee

The Committee shall meet as required, at least once every **three (3)** months, at a mutually agreed time and place. Committee members shall not suffer any loss of pay for time spent in meetings with this Committee. **Additional meetings will be held at the request of either party.**

10.04 Chair of the Meeting

An Employer representative and a Union representative shall be designated as joint chair and shall alternate in presiding over meetings. The joint chair shall have the responsibility for co-ordinating meetings and other administrative functions of the Committee such as ensuring that minutes of the Committee are taken.

10.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and approved at the next scheduled meeting. Once approved, the minutes shall be provided to the Union, the Employer and distributed by e-mail to all employees and posted in each work site.

ARTICLE 11 - GRIEVANCE PROCEDURES

Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute arising out of the interpretation, application or alleged violation of this Agreement, including all Addenda.

11.01 Settling of Grievances

The parties agree that it is in their mutual interest that matters be identified before they become grievances. Where a problem occurs, the affected employee should identify and discuss the matter with their immediate supervisor. The employee will be entitled to be accompanied by a steward.

A grievance as defined herein shall be finally and conclusively settled in the following manner:

- STEP 1:** The employee and/or shop steward shall take up the difference or grievance with the employee's immediate non-bargaining unit supervisor within ten (10) working days of the acts or omissions which form the basis of the said grievance.
- STEP 2:** If the difference or grievance is not settled within five (5) working days of Step 1 above, to the satisfaction of the employee, then such difference or grievance shall be submitted in writing to the immediate non-bargaining unit supervisor.
- STEP 3:** Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, the written grievance shall be submitted by the Union to the Executive Director, or designate, who shall render a decision within ten (10) working days of such notice and inform the Union in writing.
- STEP 4:** Failing satisfactory settlement being reached in Step 3, the Union may refer the dispute to Arbitration within ten (10) working days of receipt of the Executive Director's decision.

The time limits may be extended by mutual agreement between the parties, however that agreement must be in writing. Any grievance not advanced by the Union within the time limits stated above will be deemed abandoned by the Union.

Serious issues (e.g. termination, suspension, and layoff grievances) will all be heard at Step 3.

11.02 Recognition of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union stewards. The steward may assist an employee that the steward represents, in preparation and presenting **their** grievance in accordance with the Grievance Procedure.

11.03 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, such grievance shall be initiated at Step 3.

11.04 Facilities

The Employer shall supply the necessary facilities for grievance meetings.

11.05 Deviation from the Grievance Procedure

After a grievance has been initiated, the Employer's representative shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee(s), without the consent of the Union.

11.06 Time Limits

The time limits fixed in both the grievance and arbitration procedure outlined above will be strictly adhered to, but may be extended by mutual agreement if that agreement is in writing.

ARTICLE 12 - ARBITRATION

12.01 Notification

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board.

The two nominees shall contact each other to select a Chair.

Either party may use e-mail in place of registered mail; the recipient will acknowledge receipt by responding to the e-mail.

12.02 Failure to Appoint

If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree on a chairperson within seven (7) days of appointment, the appointment shall be made by the Collective Agreement Arbitration Bureau, upon the request of either party.

12.03 Disagreement of Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

Each party shall share cost for such clarification.

12.04 Single Arbitrator

The parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board, in which event the foregoing provisions, where applicable, shall apply equally to the single Arbitrator.

12.05 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints
- (b) One-half of the fees and expenses of the Chair

12.06 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

12.07 Expedited Arbitration

By mutual agreement, the parties may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.

Where the parties mutually agree to refer a matter to expedited arbitration, the following procedure shall apply:

- (a) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (b) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
- (c) As the process is intended to be informal, lawyers will not be utilized.
- (d) The arbitrator shall hear the grievance and shall render a decision within two (2) working days of such hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedent value and shall not be referred to by either party in any subsequent proceeding.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (h) The parties will mutually agree to a sole arbitrator. It is agreed that arbitration decisions made under this provision will not be appealed.

ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISCHARGE

13.01 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

13.02 Preferred Handling

Where an employee is suspended or dismissed by the Employer, the Employer shall notify the employee in writing of the suspension or dismissal. The notice shall set forth the reasons for the suspension or dismissal. A copy of the notice shall be forwarded to the Union within five (5) days of the action being taken.

13.03 Right to Have a Steward Present

- (a) Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor must notify the employee in advance of the interview regarding the reasons for the discipline in order to allow the employee the right to have his Steward present at the interview. This process must not result in an undue delay of the appropriate action being taken by the Supervisor.
- (b) The Steward shall have the right to consult with a CUPE Representative and, with the permission of the affected employee, to have her present at any discussion with supervisory personnel, which might be the basis of disciplinary action. This process must not result in undue delay in the appropriate action being taken by the supervisory personnel.

13.04 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his former position without loss of seniority, pay or benefits. He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such Board.

13.05 Right to Refuse to Cross Legal Picket Line

- (a) Refusal to cross a legal picket line permitted by the Labour Relations Board of British Columbia shall not constitute cause for discipline or dismissal. An employee who refused to cross a legal picket line permitted by the Labour Relations Board of BC shall be considered as absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (c) Any employee encountering a picket line in the course of their duties will immediately contact their employer.
- (d) **The Employer will immediately contact the CUPE Local President or designate as soon as it becomes aware of a picket line that may or is affecting its Employees.**

13.06 Employee Investigation

The Parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.

The Employer will make every effort to complete its investigation within fourteen (14) days. The Employer will notify the President of the Union or their designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to Union representation at such an interview.

13.07 Personnel Records

- (a) All personnel record files will be kept in a locked filing cabinet and accessed only by the Directors and Coordinators. A separate file containing Staff References will also be kept in a locked filing cabinet.
- (b) An employee shall have the right to access and review **their** personnel record file by giving two (2) working days notice and while in the presence of their coordinator. The employee will be entitled to be accompanied by a steward.
- (c) No entry of a disciplinary nature will be entered on an employees' record without the employee being notified and copied with the notation.
- (d) Notations of a disciplinary nature will be removed from the employees' record after **twelve (12)** months if no other disciplinary notations have occurred. The employer will not refer to disciplinary notations that have been removed unless required to by statute or subpoena.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

- (a) Seniority is defined as the length of service with the Employer as a regular employee and shall include service with the Employer prior to certification. Seniority shall operate on a bargaining unit wide basis.
- (b) (i) Casual employees shall accrue seniority on an hourly basis for all hours worked.
 - (ii) Upon achieving regular employee status, a casual employee shall have their hourly seniority converted to full-time equivalent days of work by dividing the total seniority by the regular workday. Regular employees who are returned to less than regular status shall receive full seniority credit for all hours worked.
 - (iii) The date arrived at the conclusion of all of the above calculations shall be deemed to be the employee's seniority date as a regular employee.

14.02 Seniority List

The Employer shall maintain a seniority list including current classifications and the employee's seniority status. Where two (2) or more employees commenced work on the same day, and where mutual agreement cannot be reached, seniority will be determined by chance.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. This list will be deemed to be correct unless the Union/employee gives notice of corrections to the Employer within at least thirty (30) days of its posting. A casual seniority list shall be posted bi-monthly (six times yearly).

14.03 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness or accident. An employee shall continue to accrue seniority if **they are** absent from work while being compensated by Workers' Compensation Board for an injury or illness incurred in the course of employment with the Employer. An employee shall only lose their seniority in the event **they are**:

- (a) Is discharged for just cause and not reinstated;
- (b) resigns in writing;
- (c) Is absent from work in excess of three (3) consecutive working days without properly notifying the Employer, unless evidence is submitted establishing that the employee, for good cause, was unable to report to work;
- (d) Fails to return to work five (5) working days following a recall and after being notified by registered mail to do so, unless through sickness or just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- (e) Is laid off for a period longer than eighteen (18) months.

14.04 Probation for Newly Hired Employees

A newly hired regular employee shall be on probation to determine suitability for continued employment for the first six (6) months. After completion of the probationary period, seniority shall be effective from the original date of employment.

Casual employees upon hire shall be on probation for the first 740 hours of work.

With the agreement of the Union, the Employer may extend an employee's probationary period.

Every employee, regardless of their Employee Status as indicated in Article 4, will benefit from a performance review approximately half (1/2) way through their probationary period, as well as shortly before their probationary period is completed.

14.05 Seniority Outside Bargaining Unit

Bargaining unit employees who apply for permanent management positions outside the bargaining unit shall have the right to return to their former positions within a period of sixty (60) days without loss of seniority. This period may be extended by mutual agreement between the Union and the Employer.

The employee shall retain seniority accumulated up to the end of leaving the unit, but will not accumulate any further seniority. Should an employee return to the bargaining unit after the expiry of the sixty (60) day period:

- (a) It shall be through the normal posting procedures; and
- (b) Seniority shall again accumulate effective the first day of work in the bargaining unit.

14.06 Consecutive Terms

A new employee may be in the situation of serving out his probationary status and completing his trial period in a position concurrently. The employee who completes his probation during the trial period will still be required to complete his trial period from the date of appointment to the new position.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will provide postings by e-mail to all employees and provide hard copies to each work site for posting on all bulletin boards for a minimum of seven (7) days and provide a copy to the Union in order that all members will know about the position and be able to make written application. Appointments from within the bargaining unit shall be made within three (3) weeks of the posting closing. **The posting will also be e-mailed to any casual employee who has provided a personal e-mail address for that purpose.**
- (b) The Employer will endeavour to notify all internal applicants of the status of their applications prior to announcing the successful applicant. The Employer further agrees, at the request of the unsuccessful candidate, to discuss reasons for not being promoted and areas where the employee can improve opportunities for advancement.

15.02 Information on Postings

Such notice shall contain the following information: qualifications, required knowledge, education and skills as reflected in the job description, locations, nature of position, shift, wage or salary rate or range, hours of work, date of posting, job number, application deadlines and expected start date of position.

The qualifications may not be established in an arbitrary or discriminatory manner. If applicable, the posting shall state any specific bona fide occupational requirement.

15.03 No Outside Applicants

External applicants for a vacant position shall not be hired for the said position until all applicants of present employees have been fully processed.

15.04 Principle of Seniority

In making promotions and transfer, the skill, knowledge, qualifications and ability of the employee concerned shall be the primary consideration and where such factors are relatively equal, seniority shall be the determining factor.

15.05 No Change in Status

Accepting time-limited postings does not change the permanent or casual status of an employee. A casual employee accepting a temporary assignment that is expected to last for six (6) months or more can elect to forego their six percent (6%) pay in lieu for vacation (as per Article 20.9) and instead take a pro-rated vacation based on amount of time worked and the amount of vacation earned based on Article 20.01(b), (6%).

15.06 Temporary Assignments

The Employer may make a temporary appointment of ninety (90) calendar days or less, without complying with the positing requirements. This time limit may be extended, by mutual agreement, in writing, between the Union and the Employer.

15.07 Additional Hours

Prior to posting, additional hours up to the allowable straight time maximum, and less than those hours required for benefits shall be offered to employees by seniority in the following sequential order:

Full-time employees
Part-time employees

Regular employees shall be offered additional hours within their classification and worksite before qualified regular employees at other programs/worksites in that classification. Remaining additional hours shall be offered to qualified regular employees in other classifications.

Additional hours shall be compensated as per the Wage Grid. Additional hours shall be used to calculate all benefits of this Collective Agreement. Additional hours will only be offered to employees who are qualified and available to perform the work required.

Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability.

15.08 Notification to Employee and Union

The Union shall be notified in writing of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment.

15.09 Trial Period

Should the successful applicant be a present employee of the Employer he shall be placed on trial for a period of three (3) months. The Employer, in consultation with the union, may extend the trial period. Upon conclusion of a trial period, the employee shall be given a performance appraisal. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months or at the end of the extended trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee finds the new position unsatisfactory, he shall return to his former position, at the same wage or salary and hours without loss of seniority. Any other employee promoted or transferred because of the arrangement of positions shall also be returned to his former position at the same wage or salary without loss of seniority. This provision only applies to employees attaining positions in a different classification.

ARTICLE 16 - LAYOFF AND RECALL

16.01 Definition

A layoff is a cessation of employment resulting in the elimination of an employee's job or a reduction in the hours of work of five (5) hours or more per week from the employee's posted position, or that results in the elimination of health and welfare benefits.

16.02 Grievances

Grievances of layoffs shall be initiated at Step 3 of the Grievance Procedure.

16.03 Layoff Order

- (a) Both Parties recognize that job security shall increase in proportion to length of service. In the event of a layoff, employees will be laid off in the affected classification, in reverse order of seniority in the program in which the layoff is to occur.
- (b) **Pre-Layoff Canvass**
 - a. **Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff. Prior to the layoff of regular employees under Article 16 (Layoff), the Employer will canvass employees in order to invite:**
 - i. **placement on the casual call-in and recall lists with no loss of seniority; or**
 - ii. **early retirement; or**
 - iii. **other voluntary options, as agreed to by the Union and the Employer.**

Where more than one (1) employee expresses interest in one of the above options, they will be offered to qualified employees on the basis of seniority.

- b. Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees.**
- c. Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer will notify the Union of the employee's selection.**

16.04 Bumping Rights

- (a) When an employee is laid off as per 16.03 (above), the Employer will make the affected employee(s) aware of that employee(s) rights contained in this collective agreement specifically Article 16. An employee who is to be laid off may bump another employee with less seniority provided the employee has the qualifications and capabilities to perform the duties of the less senior employee. The employee exercising their right to bump must do so within five (5) days of being notified of their layoff. The employee exercising their right to bump is obligated to bump the most junior employee in the classification that will ensure the employee will retain the maximum hours of work. A bump cannot result in a promotion.**
- (b) An employee may elect to return to their original position after bumping if the original position comes available within six (6) month, and there is no qualified employee with greater seniority on the recall list.**

16.05 Recall Procedures

Employees will be recalled for work, when and if work becomes available, for a period of eighteen (18) months. The Employer will recall by seniority, employees qualified and capable to perform the work required. In the event an employee declines work for which they are recalled, they will have deemed to have resigned from their employment and will have no further rights of recall. The Employer will notify employees on recall of available work by registered mail, to the last address provided by the employee. An employee will be obligated to report to the Employer no later than five (5) days after being in receipt of a notice of recall and report for work as directed by the Employer.

16.06 No New Employees

No new employees will be hired until all employees on the recall list with the qualifications and capabilities to perform the work available have been recalled.

16.07 Advance Notice

Employees other than term certain employees and casual employees will be entitled to advance notice of layoff, or pay in lieu of that notice, as specified in the Employment Standards Act of the Province of British Columbia.

16.08 Benefits While on Layoff

An employee will retain all benefits contained in this collective agreement up to the last day of the month in which the layoff occurs. The employee may also elect to continue to maintain their benefits while on layoff, for a maximum of twelve (12) months, if the plan carrier is in agreement, and the employee pays in advance, on a monthly basis the total cost of the benefits, both the Employer share and the employee share.

ARTICLE 17 - HOURS OF WORK/SHIFTS

Preamble

In recognition of the individuality and varying needs of the clients, the Employer retains the right to determine the hours of the shifts based on the requirements of the program.

17.01 Definitions

For the purpose of this Article;

- “Day” means a twenty four (24) hour period commencing at 00:01 hours,
- “Week” means a period of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours the following Sunday
- “Shift” means a period of assigned work not greater than eight (8) hours, unless mutually agreed by the parties.

17.02 Hours of Work

- (a) The hours of work of a **Regular Full Time** employee shall be seven (7) to eight (8) hours per day, but no greater than eight (8) hours per day, unless otherwise mutually agreed to by the Employer and the Union. The weekly hours of a regular full time employee shall be no less than thirty five (35) hours per week and no greater than forty (40) hours per week, averaged over a two (2) week averaging period. (No current employee will incur a reduction in their scheduled hours as a result of implementing this article).
- (b) **Regular Part Time** employees are employees who successfully post into a regularly scheduled position of fewer hours than a full time employee and who successfully complete the probationary period. Part time employees who have indicated their availability in writing will be given an opportunity to have their hours increased on the basis of seniority subject to the employee's qualifications and ability to perform the work required. A part time employee will be offered additional hours to a maximum of the hours of a full time employee prior to a casual being offered those same hours. Additional hours worked by a part time employee will not change an employee's status.
- (c) **Casual Employees** are employed on an “on-call” basis to provide relief when required, due to sick leave, vacation leave, special leave, all other approved leaves, or to augment staffing during peak periods. These periods shall not exceed ninety (90) days without the agreement of the Union.

Casual employees will not be guaranteed any minimum number of hours of work, but may work equivalent hours up to those of a full time employee.

17.03 Rest Periods

All full time employees will be entitled to take a paid rest period, which will not exceed fifteen (15) minutes, in each of the first and second halves of their shift. Rest periods will be taken providing there is no disruption to the service of clients and/or programs. Employees working less than full time shifts will be entitled to one rest period.

To the greatest degree possible the Employer will endeavour that all breaks are free of work and or work-related duties.

17.04 Working Schedule

- (a) Except by agreement between the Employer and the Union, employees shall not be required to work in excess of five (5) consecutive shifts without receiving two (2) consecutive days off.
- (b) Notwithstanding 17.03(a) above, employees may request to be scheduled up to six (6) days in a week so as to pick up additional hours to the maximum hours of a full-time employee. Overtime compensation will only be for hours in excess of the daily maximum of a full-time employee or hours in excess of the weekly maximum of a full-time employee.
- (c) **The Employer does not expect or require employees to perform unpaid work. This does not preclude employees sitting as volunteers on community committees based out of or initiated by CNH at the sole discretion of the employee.**

17.05 Meal Periods

If an employee is required by the Employer to be available for work during a meal period, the meal period shall be considered time worked and paid at straight time rates. The length of the meal period shall be at least thirty (30) minutes. Any additional hours compensated for meal periods will not be included in the calculation to determine hours in excess of the daily or weekly entitlements for overtime purposes. Any assigned shift in excess of five (5) hours will have a scheduled meal break of not less than thirty (30) minutes.

17.06 Posting of Schedules

The hours and days of work of each regular employee shall be posted at least three (3) weeks in advance. Once posted, the days and hours of work shall not be changed without the knowledge of the employee.

17.07 Change of Shift Schedules

In the event that a regular employee's schedule of shift work and/or hours of work are changed without twenty four (24) hours notice **they** will receive overtime at the rate of one and one-half (1.5x) for all hours worked on the first new scheduled shift, for all hours worked outside of the hours the employee was previously assigned. Subsequent shifts worked on the new schedule shall be at straight time worked. Employees engaged as childcare workers will not be entitled to any compensation because of a change in their scheduled hours if the change is as a result of decision of the parents to change the hours/days of childcare required.

17.08 Time Off Between Shifts

If shifts are scheduled so that there are not eight (8) hours from the end of an employee's shift to the start of the next shift, overtime rates apply to hours worked on the succeeding shift without the eight (8) hour period.

17.09 Exchange of Shifts

Where operational requirements permit, employees may exchange shifts among themselves, provided that:

- (a) Prior approval of such exchange is given by the employees Coordinator/Designate; and
- (b) An employee may exchange days off with another employee, providing such exchange is agreeable to the Employer and does not cause a claim for overtime and/or any other benefits that the employee would not normally receive if such an exchange had not been made.

17.10 Minimum Hours of Work

If an employee reports for work on any work day, as directed by the Employer, **they** shall be entitled to a minimum of two (2) hours' pay, and, if the employee commences work, **they** shall be entitled to a minimum of four (4) hours' pay for that day, at not less than **their** regular rate, unless previously notified by the Employer that **they** should not report.

This section shall not apply in the case of any labour dispute or emergency which prevents the operation of the Employer's business, nor shall it apply to employees who are deemed unfit to perform the duties of her position or employees' who return to work from a leave of absence without notice.

17.11 Flex Time

The parties may implement Flextime in a manner that is mutually agreeable.

17.12 Absences

Employees not able to attend work will be responsible for notifying their supervisor or designate.

An individual employee shall not be responsible for arranging replacement coverage for their shift(s).

ARTICLE 18 - OVERTIME

18.01 Definitions

- (a) *"Overtime"* means work performed in excess of the normal daily full-time hours or weekly full-time hours outlined in Article 4 - Definition of Employees and Article 17 Hours of Work.
- (b) *"Straight-time rate"* (1x) means the hourly rate of pay.
- (c) *"Time and one-half"* (1 1/2x) means one and one-half times the straight-time rate.
- (d) *"Double Time"* (2x) means two times the straight-time rate.

18.02 Overtime Compensation

Regular employees requested to work in excess of their normal daily full shift hours, or in excess of the weekly average as outlined in Article 17 will be compensated as follows; time and one half (1 1/2x) for the first two (2) hours and double time (2x) for all hours in excess of two (2). Regular full time employees will be compensated at double (2X) for all hours worked on a scheduled day of rest. The compensation of overtime is to be on a daily basis and is not cumulative.

18.03 Authorization of Overtime

The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of this policy will be provided to the Union.

18.04 Minimum Call-In Pay

Full time employees called to work on their regular time off shall be paid minimum two (2) hours overtime at the applicable rate, or shall be paid at the applicable rate for the time worked.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employers place of business and return, or if the employee normally drives an automobile to work the vehicle allowance from the employee's home to

the Employers' place of business and return. The minimum allowance shall be two dollars (\$2.00).

18.05 On-Call

- (a) Employees required to be on-call shall be paid \$1.00 per hour, or portion thereof,
- (b) The minimum on-call requirement shall be four (4) consecutive hours,
- (c) Should the Employer require an employee to have a cellular phone available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

18.06 Time Off in Lieu of Overtime

An employee shall have the option to receive equivalent compensatory time off in lieu of overtime. The maximum compensatory time an employee will be allowed to bank will be the equivalent of two (2) of the employee's regularly scheduled days. Time off shall be scheduled at a mutually agreeable time.

Any compensatory time accumulated and not used within 6 months will be paid out except an employee will be allowed the option to maintain their compensatory time-off bank if it is less than the hours equivalent to one (1) of the employee's normally scheduled days.

18.07 Rest Interval

An employee required to work overtime beyond his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of his next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to those hours worked on the regular shift, which fall within the eight (8) hour period.

18.08 No Lay-off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalise any overtime worked.

18.09 Required Overtime

All employees shall have the right to refuse to work overtime, except in emergency situations, without being subject to disciplinary action for so refusing.

ARTICLE 19 – STATUTORY HOLIDAYS

19.01 Paid Holidays

The following shall be designated as paid holidays:

- (a) New Years Day
Family Day

Good Friday
Easter Monday
Victoria Day
Canada Day
B C Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- (b) Any other holiday proclaimed as a holiday by the federal government or the government of the province of British Columbia shall also be a paid holiday.

19.02 Holiday Falling on Saturday or Sunday

For an employee whose work is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday), shall be deemed to be the holiday for the purpose of this agreement.

19.03 Work on Statutory Holidays

An employee required to work on any of the above-listed statutory holidays shall be paid one and one-half (1½) times the employee's regular wage for the number of hours worked. In addition, the employee will receive a working day off with pay. The employee may choose to bank their day off but will be required to schedule it off within thirty (30) days of the holiday occurring.

19.04 Compensation for Casual Employees

Casual employees will receive, in addition to their regular rate, 4.6% of pay for all hours worked in lieu of Statutory Holiday Pay. Any work performed by a casual worker on a Statutory Holiday will be compensated at one and one half times (1 ½ x) the employee's regular rate of pay.

19.05 Compensation for Holidays Falling on a Scheduled Day Off

When any of the above specifically noted holidays falls on an employee's scheduled day off, the employee shall receive equal time off at a time mutually agreeable to the employee and the Employer. This compensating time off with pay must be taken within one (1) year of the employee becoming entitled to the same.

19.06 Statutory holidays Falling Within Scheduled Vacation

If a statutory holiday occurs during an employee's vacation period, the employee will be allowed an additional vacation day with pay at a time mutually agreeable to the employee and the Employer.

19.07 Holiday Coinciding with a Day of Vacation

Where a full-time employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation. Where a regular part-time employee is on vacation leave and a day of paid holiday falls within that period, the regular part-time employee can elect to receive a day off without pay in lieu of the holiday.

19.08 Paid Holidays for Part-time Employees

Regular part-time employees who have been employed a minimum of thirty (30) days prior to the occurrence of a statutory holiday will receive an amount equal to twenty percent (20%) of their regularly scheduled weekly earnings as compensation for that statutory holiday.

ARTICLE 20 – VACATIONS

Definitions:

“Vacation year” – a vacation year shall be the calendar year commencing January 1st and ending December 31st.

“First vacation entitlement” – the first vacation will occur in the year in which the employee is employed as a regular employee. The employee will be entitled to take a vacation after completion of six (6) months service.

“Vacation Entitlement” – An employee will be allowed to take a vacation with pay at any time during any given calendar year based on the total entitlement the employee will earn, based on the employee's current rate of pay and scheduled hours if they remain employed for the balance of the year. Any pay the employee receives in conjunction with vacation that has not been earned will be considered a “pay advance”.

20.01 Annual Vacation Entitlement

Regular employees shall earn vacation entitlement as follows:

- (a) Up to one (1) year continuous service – four percent (4%) of straight time earnings or equivalent time off with pay
- (b) After one (1) year continuous service - fifteen (15) working days vacation, based on six percent (6%) of straight time pay
- (c) After three (3) years continuous service – sixteen (16) working days vacation, based on six point four percent (6.4%) of straight time pay
- (d) After four (4) years continuous service – seventeen (17) working days vacation, based on six point eight percent (6.8%) of straight time pay

- (e) After five (5) years continuous service – eighteen (18) working days vacation, based on seven point two percent (7.2%) of straight time pay
- (f) After six (6) years continuous service – nineteen (19) working days vacation, based on seven point six percent (7.6%) of straight time pay
- (g) After seven (7) years continuous service – twenty-two (22) working days vacation, based on eight point eight percent (8.8%) of straight time pay
- (h) After eight (8) years continuous service – twenty-three (23) working days vacation, based on nine point two percent (9.2%) of straight time pay
- (i) After nine (9) years continuous service – twenty-four (24) working days vacation, based on nine point six percent (9.6%) of straight time pay
- (j) After ten (10) years continuous service – twenty-five (25) working days vacation, based on ten percent (10%) of straight time pay

During the first six (6) months of continuous service an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

Employees who have taken a vacation with pay beyond what they have earned and subsequently leave the employ of Collingwood Neighbourhood House will have any/all pay advance recovered by the Employer. It will be the responsibility of the employee leaving the employ of Collingwood Neighbourhood House to ensure all pay advances not rectified by the recovery of wages owing be repaid to the Employer.

Employees currently enjoying a higher entitlement than listed above, will retain the higher entitlement until such time as their entitlement equals the above or they become entitled to the next higher step.

20.02 Supplemental Vacation

Effective April 1, 2020, upon an Employee's 15th, 20th, 25th and 30th anniversary date, they will be granted a bonus five (5) days of vacation in addition to that year's entitlement under Article 20.01. This benefit is to be prorated based on hours worked in the preceding year for regular part-time employees.

Casual employees will also have this benefit prorated on hours worked in the preceding year, but will be paid in-lieu on the paycheque following said anniversary date(s).

20.03 Vacation Schedules

The Employer will distribute a selection form within each program on or before;

November 1st for the period January 1st through April 30th, and
March 1st for the period May 1st through December 31st.

The Employer shall approve the vacation schedules within two (2) weeks of the closing dates for the vacation requests.

An employee, who does not exercise **their** seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

20.04 Vacation Preference

- (a) The Employer will determine the vacation periods available for each vacation year, taking into consideration operational requirements and availability of casual staff.
- (b) Preference in the selection and allocation of available vacation time shall be determined on the basis of seniority within each work location and/or program. An employee's vacation request will not be unreasonably withheld by the Employer.
- (c) An employee shall be entitled to receive **their** vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the choice of their first vacation period. Seniority shall prevail in the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall prevail in further choices in the same manner.
- (d) Regular vacations shall have priority over vacation time carried over under the provisions of Article 20.08 (Vacation Carryover).
- (e) In the event an employee fails to select a vacation period, the Employer retains the right to assign the employee his vacation entitlement to any available time.
- (f) An employee will be entitled to take all their vacation as a continuous period. Every reasonable effort will be made to accommodate an employee wishing to take carried over vacation coinciding with the current years' vacation entitlement.

20.05 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

20.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave prior to a period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a time mutually agreed upon by the employee and the Employer. The Employer may require the employee to furnish confirmation of illness if the employee wishes to defer their vacation period because of illness.

20.07 Vacation Credits on Termination

Except as otherwise provided, earned but unused vacation credits shall be paid to an employee leaving the Employer on their final pay cheque. In no other circumstances will an employee receive pay in lieu of their vacation **other than specified in Article 20.10.**

20.08 Vacation Schedule Changes

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and Employer.

20.09 Vacation Carryover

An employee will be allowed to bank two (2) weeks of vacation entitlement from one year to the next. The weeks banked must be taken as time off within the following year. Application to access this provision must be in writing and signed by the employee.

20.10 Vacation Credits

Vacation credits may be paid out upon the written request of the employee. Such a request shall not be unreasonably withheld. However, it is understood that full-time employees shall be paid out vacation credits for no more than two (2) weeks per year. Where extenuating circumstances occur, an employee may request vacation credits for more than two (2) weeks if the parties mutually agree.

20.11 Casual Pay in Lieu of Vacations

Casual employees shall receive six percent (6%) of their straight time pay in lieu of vacations.

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

21.01 Wages

All wage rates shall be set forth in Schedule “A” hereto.

21.02 Principle of Equal Pay

The principle of equal pay for equal work shall apply. Regardless of gender, employees who perform work of equal value shall be paid equally.

21.03 Pay of Temporary Transfer, Higher Rated Job/Lower Rated Job

- (a) When an employee temporarily relieves in or performs the principal duties of a higher paying position at the Employer’s request, **they shall receive the higher rate of pay for all hours worked in that position.** The employee shall qualify for any pay increments based on his length of service in a temporary assignment.

- (b) When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

21.04 Vehicle Allowance

- (a) An employee who uses **their** own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty cents (50¢) per kilometre. Minimum daily allowance where a claim is to be submitted shall be two dollars (\$2.00).
- (b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.

21.05 Required Certifications and Licenses

- (a) First aid requirements made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to be qualified to perform first aid duties, or to hold certificates or licenses, the cost of renewing the required certificate shall be borne by the Employer. The Employer agrees to reimburse the difference between the cost of renewing an Employee's Class IV and that of renewing a Class V driver's license. Reimbursements will only apply to renewals of certificates or licenses. This includes the full costs of the courses or licenses, including required medical exams. Time spent in the course(s) is considered time worked at straight time. Time spent in attendance at a course on a day of rest shall be compensated at straight time.

21.06 Personal Property Replacement

Where an employee's personal property, utilized in the performance of **their** duties, is damaged by a client while the employee is carrying out **their** duties, and the damages are not covered by Worker's Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement and insurance costs, provided the employee's property is suitable for use while on duty and has been required or requested by the Employer.

(It is understood by this provision that the Employer will pay the insurance deductible where applicable.)

21.07 Out of Town Meals and Expenses

The Employer agrees to continue the current policy with regard to meals and expense reimbursement for employees.

ARTICLE 22 - SPECIAL AND OTHER LEAVES

22.01 Union Leave

The Employer recognizes that Union officers will from time to time desire absence from work to attend Union conferences, conventions, workshops, or local Union business. Subject to operational requirements, the Employer agrees to grant leaves of absence for attendance at such activity(s). Request(s) for leave under this clause must be made on the employee's behalf by the local Union, in writing. Such requests will not be unreasonably withheld.

The Union and the employee will make every effort to provide as much advance notice as possible for leave requirements, to facilitate scheduling of both clients and employees.

An employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for Union work or conventions, however, the Employer will invoice the Union, and the Union shall reimburse the Employer within sixty (60) calendar days of the invoice for all pay and benefits the employee received during the period of absence.

22.02 Special Leave

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at their regular rate of pay to a maximum of thirteen (13) days per year for the following:

- (a) Birth or adoption of the employee's child – one (1) day;
- (b) Serious household or domestic emergency, including illness, in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member – up to five (5) days;
- (c) Take a test required to become a Canadian citizen – one (1) day;
- (d) Attending a formal hearing to become a Canadian citizen – one (1) day.
- (e) When an employee is unable to schedule a doctor's appointment outside of working hours, the employee may use available sick leave to attend to this appointment. The employee will be required to notify their supervisor immediately upon being aware of the need to be absent from work for doctor appointments. In the event the employee's position does not have to be "back-filled", only the time required for the appointment will be deducted from the employee's bank. If the employee's position does require backfilling, the minimum deduction from the employee's bank will be four (4) hours.

All special leave with pay will be funded from the individual's sick leave credits (Art. 23.02b). In the event an employee access's special leave and the employee does not have sufficient sick leave credits to compensate for the period of leave, the portion of the special leave will be granted without pay.

22.03 Leave of Absence for Full-time Union or Public Duties

- (a) Upon written request, one (1) month in advance, the Employer shall grant leave of absence without pay up to six (6) months in duration, so that employees may be candidates in a federal, provincial or municipal election.

- (b) An employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority to serve his term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his term of office.

22.04 Time Off for Election

Any employee eligible to vote in a Federal, Provincial or Municipal election or referendum shall be entitled to hours free from work to vote, as relevant legislation dictates.

22.05 Staff Development Leave

Both parties recognize that improved client care will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this Article are intended to assist employees in maintaining and improving skills.

An employee shall be granted leave without loss of pay, at **their** basic rate of pay, to take courses (including related examinations), conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs made at the request of the Employer. The amount of pay received by an employee shall not exceed the full time daily hours of work as outlined in Article 17 (Hours of Work).

When such leave is granted, the Employer shall bear the full cost including tuition fees, entrance or registration fees, laboratory fees and course-related books. The Employer shall also reimburse the employee for approved traveling, subsistence and other legitimate, applicable expenses.

Subject to Employer approval, an employee may be granted leave without pay, leave with partial pay, or leave with pay to take work related courses in which the employee wishes to enroll to acquire the skills necessary to enhance opportunities.

Approval of requests will be given reasonable consideration and leaves pursuant to this Article will be administered in a reasonable manner.

The Employer will budget monies each year to be used for staff development. Those resources will be distributed in an equitable fashion, based on the above criteria. Part time employees will be entitled to access these monies on a pro-rated basis.

22.06 General Leave

The Employer may grant leave of absence without pay to employees who have completed their probationary period in accordance with the provisions below:

- (a) The request must be in writing and must be submitted a minimum of four (4) weeks in advance of the date of commencement. Under extenuating

circumstances the Employer may waive the minimum four (4) weeks advance notice request. Reasons for denial to be in writing.

- (b) The reasons for the leave must be good and sufficient and the application must be approved in writing by the Executive Director.
- (c) For the purpose of service related benefits, the employee shall accrue seniority during leaves of absence under this article to a maximum of thirty-one (31) consecutive days for each leave.
- (d) Such leaves shall not be unreasonably withheld.

22.07 Leaves of Absence – Continuation of Coverage

Employees on leave(s) of absence totaling thirty-one (31) calendar days or less shall have all health and welfare benefit plans continued. **Leaves will be considered to start on the first calendar day after the last day worked.** Subject to carrier approval, employees on leave(s) of absence that accumulatively exceed thirty one (31) days may arrange for the continuation of benefit plans by paying both the Employer and employee portions of the premiums for the period of leave in excess of thirty one (31) days. Employees who elect not to have their health and welfare plans cancelled during the absence(s) will arrange to either pay the Employer in advance of the absence, **through post-dated cheques, or by monthly electronic transfer of funds.**

22.08 Jury Duty

Any post-probationary regular full time, regular part-time or term certain staff member will be granted a leave of absence without loss of pay who is required to attend court for jury duty selection, as a juror, or as a result of a subpoena in a criminal matter, provided the court action is not on behalf of the employee. The employee will be required to forward any monies received from the courts to the Employer. The employee must be confirmed in the position prior to accessing pay under this Article. If a term-certain position ends, so shall pay under this Article.

22.09 Compassionate Leave

- (a) Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternative step-parent or foster-parent), spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. When established ethno-cultural or religious practices provide for ceremonial occasions other than the compassionate period outlined above, the balance of the compassionate leave as provided above, if any, may be taken at the time of the ceremonial occasion.
- (b) Up to an additional two (2) days without loss of pay may be taken, when necessary, for associated travel time.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits shall be restored.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

ARTICLE 23 – SICK LEAVE

23.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work, with or without full pay, by virtue of being sick or disabled, having contracted a contagious disease, or under a medical treatment because of an accident or illness for which compensation is not payable under the Workers' Compensation Act or a third party (example ICBC).

23.02 Sick Leave

(a) Premium Reduction

The following sick leave provision may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

(b) Sick Leave Credits

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of one point five (1.5) days per month to a maximum of fifty-four (54) days. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of their sick leave.

(c) All sick leave credits are cancelled when an employee's employment is terminated.

23.03 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to her/his credit.

23.04 Medical Certificates

Any employee absent from work because of illness or injury for a period of 3 days or more will be required to provide a medical certificate from a doctor licensed in the province of British Columbia, confirming the employee was unable to perform their duties for the period of the absence, the employees' return to work date, and the general nature of the illness/injury. An employee requesting to resume duties after a medical leave may be required to provide a note from their doctor confirming that the employee has recovered and is capable of performing their job duties. The cost of Employer requested medical certificates will be reimbursed by the Employer up to a maximum of forty dollars (\$45.00). The cost of medical certificates required by WCB or certificates issued at the

request of the Employee to achieve a medical accommodation will not be eligible for reimbursement.

In the event that the Employer perceives a patterned absence, and suspects misuse of the sick leave entitlement, a meeting will be held with the Employee and a union representative will be present.

23.05 Medical Appointments

When an employee needs to attend an appointment with a medical specialist, or has ongoing treatments of a medical nature, and those appointments/treatments cannot be scheduled outside of working hours, the employee will be entitled to access his sick bank to cover loss of earnings. In the event the employee's position does not have to be "back-filled", only the time required for the appointment will be deducted from the employee's bank. If the employee's position does require backfilling, the minimum deduction from the employee's bank will be four (4) hours.

ARTICLE 24 – PREGNANCY AND PARENTAL LEAVE

24.01 Pregnancy and Parental Leave

Every employee who intends to take a leave of absence under this article shall give at least one (1) month notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave shall give one (1) month notice of such change unless there is a valid reason why such notice cannot be given.

The Employer shall provide employees commencing Pregnancy or Parental leave with a letter outlining their rights and obligations under this Article.

(a) Pregnancy Leave

- (i) The employee will be granted leave of absence for a period of not more than **seventy eight (78) weeks**.
- (ii) The period of pregnancy leave shall commence not earlier than **twelve (12) weeks** before the expected date of delivery.
- (iii) The Employer shall, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner.
- (iv) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that **they are** able to perform her duties.

- (v) Pregnancy leave may be extended for up to an additional twelve (12) months for health reasons related to the birth or termination of the pregnancy, where a medical practitioner's certificate is presented.

(b) Parental Leave

- i) Upon application, an employee shall be granted leave of absence for up to **seventy eight (78) weeks** following the birth or adoption of a child. The employee shall have to furnish, to the Employer, proof of adoption.
- ii) Birth or adoptive parents shall be granted leave of absence for child care responsibilities as follows:
 - 1) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under Article 24.01 (a); or
 - 2) on the day the child is born; or
 - 3) on the day the child comes into his actual care and custody.

(c) Leave Without Pay

All leave taken under Article 24.01 is leave without pay. Employees required to attend the pre-adoption process shall be granted a leave of absence as required. It is further agreed that Employees shall be entitled to access banked vacation or lieu of overtime credits for this purpose.

(d) Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by one or two employees under Article 24 in respect of the birth or adoption of any one child shall not exceed **seventy eight (78) weeks** except as provided under Article 24.01(a)(v).

(e) Return from Leave

An employee on leave must provide the employer with one (1) month notice of **their** return to work date. If the employee fails to provide such notice, the Employer will:

- (i) Attempt to contact the employee by phone at the last known employee phone number; and
- (ii) Attempt to contact the employee by registered mail / courier at the last known address of the employee.

If such attempts to contact the employee are unsuccessful, the Employer will advise the Union.

The employee shall be deemed to have abandoned their position five (5) calendar days after the date upon which the leave granted in this Article was scheduled to end.

On return from leave, an employee shall be placed in **their** former position or in a position of equal rank and basic pay.

(f) Benefit Plan

If an employee maintains coverage for benefits while on pregnancy or parental leave, the Employer agrees to pay the Employer's share of these premiums for a maximum of **seventy eight (78) weeks**. If an employee fails to return to work, the Employer will recover monies paid under this section.

(g) Seniority Rights on Reinstatement

An employee who returns to work after the expiration of pregnancy or parental leave shall retain the seniority **they** had accrued immediately prior to commencing the leave and shall be credited with seniority for the period of time covered by the approved leave.

(h) Sick Leave Credits

Illness arising due to pregnancy during employment prior to the leave of absence may be charged to normal sick leave credits.

ARTICLE 25 – EMPLOYEE BENEFITS

25.01 Health and Welfare Plans

Eligibility

Coverage for a regular employee under these Plans will commence on the first day of the month following the month in which the employee successfully completes **their third (3rd)** month of service.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work fifteen (15) regular hours or more per week.

Termination

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates except for Group Life Insurance, which shall terminate thirty-one (31) days following the date of the employee's termination.

Definition of Spouse and Other Dependents

"*Spouse*" - includes **married** and common-law spouse.

"*Common-law spouse*" – means two (2) people who have cohabited as spousal partners for a period of not less than one (1) year.

"*Dependent child*" for the purposes of benefits coverage, means unmarried children until the end of the month in which they attain the age of nineteen (19) years of age if they are mainly dependent on, and living with the employee or their spouse. Coverage may be extended to age twenty-five (25) where the dependant child is a full-time student.

Unmarried physically or mentally **disabled** children will be covered to any age if they are mainly dependent on and living with the employee or **their** spouse.

25.02 Dental Plan

Plan "A" coverage to include provisions for cleaning the teeth (prophylaxis and scaling) every six months except dependent children (up to age 19) and those with gum disease or other dental problems as approved by the plan.

- (a) Eligible regular employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of two thousand seven hundred and fifty dollars (\$2,750) per patient with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The Employer shall pay sixty percent (60%) of the premium. **Effective April 1, 2020, the Employer shall pay sixty-five percent (65%) of the premium.**

25.03 Extended Health Plan

Eligible regular employees shall be provided with an Extended Health Plan covering one hundred percent (100%) of eligible expenses, twenty-five dollars (\$25.00) deductible per person or family.

- (a) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be **two hundred and ninety-five dollars (\$295)** every twenty-four (24) months and the allowance for hearing aids will be **one thousand dollars (\$1000)** every forty-eight (48) months.
- (b) The Extended Health Plan shall cover employees, their spouses, and dependent children, provided they are not enrolled in another plan. The Employer shall pay eighty-five percent (85%) of the premiums effective December 1, 2014. The plan provided will be the "Option 4" Plan as described in the Health Benefits Trust Extended Health Plan Details document, as attached.

25.04 Group Life and Accidental Death and Dismemberment

- (a) The Employer shall provide a group life insurance plan.
- (b) The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000) and standard twenty-four (24) hour accidental death and dismemberment insurance until age sixty-five (65). After the age of sixty-five (65), the amount of coverage shall decrease to twenty-five thousand dollars (\$25,000) until the age of seventy (70), at which time the group insurance coverage will cease. On termination of employment (excluding retirement) coverage shall continue without premium payment for a period of thirty-one (31) days, during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of **their** group life insurance into any whole life,

endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

- (c) The Employer shall pay fifty percent (50%) of the premium, effective October 1, 2005, fifty-five percent (55%) of the premium, effective October 1, 2006, sixty percent (60%) of the premium.

25.05 Long Term Disability

The Employer will provide a long-term disability plan. The plan will cover regular employees who have completed their probationary period and will provide such employees who qualify with salary continuation until the age of sixty-five (65) in the event of a qualifying disability.

The full cost of premiums will be assumed by the Employee and membership in the plan will be mandatory.

Benefit entitlement will be determined solely by the plan administrator.

25.06 Pension Plan

Effective October 1, 2022, all eligible employees will be enrolled and pay 2% into the Multi-Sector Pension Plan; this shall be matched by a 2% contribution from the Employer.

25.07 Continuation of Benefits

In the event of a legal work stoppage, the Employer will agree to maintain all health and welfare benefits, including any R.R.S.P. or Pension contributions, on behalf of all employees and eligible dependants if the Union agrees in writing, prior to the work stoppage, to make payment to the Employer in full for all premiums during this period. Prior to any job action, the Union will notify the Employer in writing of their intention to maintain the affected employees benefits.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Cooperation on Safety

The Union and the Employer will cooperate in promoting and improving rules and practices intended to enhance employee health and safety in the workplace.

26.02 Union/Employer Health and Safety Committee

A Health & Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two Union and two Employer members. The Health and Safety Committee shall hold meetings at least once per month, and more frequently if requested by the Union or by the Employer, for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and

safety conditions and practices. Minutes shall be taken of all meetings and copies sent to the Employer and the Union.

26.03 Vehicle Maintenance and Safety

- (a) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition and/or equipped with the safety appliances or valid testing sticker if prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such unsafe equipment.
- (b) Each driver will at all times, while driving Employer vehicles, comply with all and any traffic regulations, and will, to the best of his ability, be courteous to other users of the road. Further, each driver shall be responsible for reporting any defects of his vehicle or truck or equipment to whichever person the Employer designates as the person responsible for maintenance of vehicles, etc.
- (c) Any accident involving an Employer vehicle must be reported to the Employer.
- (d) Mandatory pre-trips of an Employer's vehicle will be done during the employees scheduled work time.

26.04 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be without loss of pay.

26.05 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or to operate any equipment, which, in the opinion of the Safety Committee, is unsafe.

26.06 Proper Training

No employee shall be required to work with any hazardous equipment until he has received proper training and instruction.

26.07 Transportation of Accident Victims

The cost of transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of a work accident, shall be reimbursed by the Employer. **Staff will not use their own vehicle to take themselves or another person to the hospital.**

26.08 First Aid Kits

A First Aid Kit shall be supplied by the Employer to each location of the Employer. Such kit shall meet WCB Standards for the work site.

26.09 Computer Terminals

The Employer agrees to make appropriate ergonomic adjustments for employees who express health or comfort related concerns about continuous work performed in front of computer terminals.

26.10 Immunizations and/or Protective Clothing

Immunizations and/or protective clothing will be provided by the Society for those employees working in situations where such protection is required for their health and safety.

26.11 Health & Safety Clothing, Tools, Equipment and Protection

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and clothing as required. These shall be maintained and replaced, where necessary, at the Employer's expense.

ARTICLE 27 – VIOLENCE

27.01 Definition of Violence

Violence means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to the worker, and includes any threatening statement, severe verbal abuse, or behavior which gives the worker reasonable cause to believe that the worker is at risk of injury.

Harassing behavior or verbal abuse that does not give a worker reasonable cause to believe a risk of physical injury exists is not covered by this article.

27.02 Workplace Aggression

Employees who, in the course of their duties, may be exposed to aggressive conduct shall receive training at the Employer's expense in recognizing and handling such episodes.

The Employer shall provide the employee with pertinent information relative to the potential for experiencing physical aggression and/or verbal abuse within any particular workplace. The employee shall be informed of specific instruction on the approach to be taken. The Employer will make every reasonable effort to identify the potential for aggressive behavior.

Immediate diffusing, debriefing 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.

Employees may request a transfer because of physical aggression or severe verbal abuse.

Where repeated incidents of physical aggression or severe verbal abuse occurs, the Occupational Health and Safety Committee, after review of the circumstances, may request a review by the Employer.

27.03 Training

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. The Occupational Health & Safety Committee shall be consulted on the curriculum and instructor. Where risk of injury to the employees from violence is identified, the Employer will, in consultation with the committee, establish appropriate physical and procedural measures to eliminate, or where that is not possible, minimize risk.

ARTICLE 28 - JOB DESCRIPTIONS/CHANGES

28.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognised job descriptions unless the Union presents written objection within thirty (30) days.

28.02 Changes

The Employer retains the right to create new jobs or amend existing job duties during the term of the collective agreement. In doing so, the Employer agrees to provide the Union with a new or amended job description, including duties, qualifications required and wage rate.

The Union retains the right to negotiate an appropriate wage rate for the new or amended position, however, it must do so within **thirty** (30) days of being provided with the notice of new job or classification. Failure on the part of the Union to act within **thirty** (30) days will be recognized as acceptance of the Employer's proposed wage rate. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee, or the date of change in job duties.

ARTICLE 29 - TECHNOLOGICAL AND OTHER CHANGES

29.01 Definition

"Technological change" shall mean:

- (a) The introduction by the Employer into its work, undertaking, or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business.
- (b) A change in the manner or method in which the Employer carries on its work, undertaking or business directly related to the introduction of that equipment or material that significantly decreases the number of regular employees.
- (c) Technological change shall not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

29.02 Advance Notice

Where the Employer is aware of an impending change ahead of time, the Employer shall notify the Union sixty (60) days, or with as much notice as possible, before the introduction of any technological change.

Within fourteen (14) days of the date of the notice under this section, the Union and the Employer shall commence discussions as to the effects of the technological change and in what way, if any, this Agreement should be amended.

29.03 No New Employees

No additional employees shall be hired by the Employer until the employee already working has been notified of the proposed technological change and allowed a reasonable period to acquire the necessary knowledge and skill for retaining their employment.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Accommodation

Accommodations in Society-owned facilities shall be maintained for employees for the purpose of having their meals and a secure place for storing and changing their clothes.

30.02 Bulletin Boards

The Employer shall provide bulletin board facilities in every work site for the exclusive use of the Union; the location of which is to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

30.03 Union Label

Appropriate locations and uses of the Union label shall be by agreement of the parties. The recognized Union label shall include the designation "CUPE". **Where the workplace is in the control of the Employer, the Union may also have its name and/or logo displayed on the entrance(s) in the form of a sticker or in a similar nature, as approved by the Employer.**

30.04 New Employees Being Oriented to Work

New employees who are being oriented to work will be paid at the regular hourly rate of pay.

30.05 Indemnity

Except where there has been gross negligence on the part of the employee, the Employer will:

- (a) exempt and save harmless employees from any liability arising from the proper performance of his duties for the Employer; and

- (b) Assume associated costs, legal fees and other related expenses arising directly from said liability action. The Employer retains the right to settle any claim or action in any manner they deem appropriate, for which the Employer has assumed responsibility for costs or fees.

30.06 Contracting Out

The Employer will not contract out work regularly performed by members of the bargaining unit which would result in a layoff of members of the bargaining unit.

30.07 Staff Meetings

Employees required to attend staff meetings outside of their normal hours of work will be entitled to compensatory time off at the appropriate rate (straight time or overtime) at a mutually agreeable time. If it is not possible to schedule time off, the employee shall be paid out at the appropriate rate of pay. The Employer will maintain a separate record for time accrued under this article. **This separate record of time accrued is the same as other time accrued for working overtime, and will be tracked using the Banked Time form, or online system (when available).**

ARTICLE 31 – TERM OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect until midnight March 31, 2018.

31.02 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1st, 2023, but in any event not later than midnight, January 31, 2023.
- (b) Where no notice is given by either party prior to January 31, 2023, both parties shall be deemed to have been given notice under this article on January 31, 2023.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

31.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 31.02, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

31.04 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

31.05 Agreement to Continue

The terms and conditions of this agreement, other than those specified to end or conclude at a given date, are to continue in full force and effect until;

- (a) a strike or lockout has commenced, or
- (b) new collective agreement has been negotiated.

31.06 Effective Date of Agreement

- (a) The provisions of the Agreement shall come into full force and effect on the date of ratification (_____, 2019), unless specified otherwise.
- (b) Retroactivity shall be paid out as soon as practicable following ratification.

Signed this 20th day of August 2019 in Vancouver, British Columbia

SIGNED ON BEHALF OF THE
EMPLOYER



Jennifer Gray Grant, Executive Director



Kulwant Kaur, Director of Operations

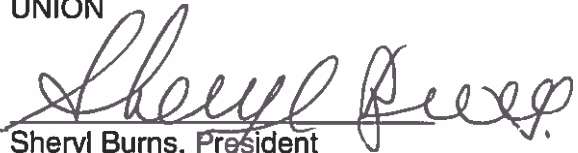


Alison Merton, Director, Department of
the Early Years




Michael Dumler, Advisor

SIGNED ON BEHALF OF THE
UNION

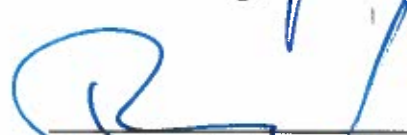


Sheryl Burns, President

Valeria Mancilla, Member



Sabrina Bantog, Member



Michael Reed, CUPE National
Servicing Representative

SCHEDULE "A"

Collingwood Neighbourhood House																
Schedule "A"	01-Apr-17	0.00%	01-Apr-18	1.00%	0.50%	01-Oct-19	1.75%	01-Apr-20	2.00%	01-Apr-21	2.00%	01-Apr-22	2.00%	01-Oct-22	1.00%	
Classification																
Childcare casual	\$	16.52	\$	16.52	\$	16.69	\$	16.77	\$	17.51	\$	17.86	\$	18.22	\$	18.40
Childcare Worker																
Step 1 (Start)	\$	18.17	\$	18.17	\$	18.35	\$	18.44	\$	18.77	\$	19.14	\$	19.52	\$	19.72
Step 2 (6 months)	\$	18.88	\$	18.88	\$	19.07	\$	19.16	\$	19.50	\$	19.89	\$	20.29	\$	20.49
Step 3 (18 months)	\$	19.54	\$	19.54	\$	19.74	\$	19.83	\$	20.18	\$	20.58	\$	21.00	\$	21.21
Program Manager 1																
Step 1 (Start)	\$	20.48	\$	20.48	\$	20.68	\$	20.79	\$	21.15	\$	21.58	\$	22.01	\$	22.23
Step 2 (6 months)	\$	20.76	\$	20.76	\$	20.97	\$	21.07	\$	21.44	\$	21.87	\$	22.31	\$	22.53
Step 3 (18 months)	\$	21.56	\$	21.56	\$	21.78	\$	21.88	\$	22.27	\$	22.71	\$	23.17	\$	23.40
Program Manager 2																
Step 1 (Start)	\$	22.01	\$	22.01	\$	22.23	\$	22.34	\$	22.73	\$	23.19	\$	23.65	\$	23.89
Step 2 (6 months)	\$	22.85	\$	22.85	\$	23.08	\$	23.19	\$	23.60	\$	24.07	\$	24.55	\$	24.80
Step 3 (18 months)	\$	23.70	\$	23.70	\$	23.94	\$	24.06	\$	24.48	\$	24.97	\$	25.47	\$	25.72
Recreation/Youth Worker 1 / Instructor																
Step 1 (Start)	\$	16.92	\$	16.92	\$	17.09	\$	17.17	\$	17.48	\$	17.82	\$	18.18	\$	18.36
Step 2 (6 months)	\$	17.54	\$	17.54	\$	17.72	\$	17.80	\$	18.12	\$	18.48	\$	18.85	\$	19.04
Step 3 (18 months)	\$	18.21	\$	18.21	\$	18.39	\$	18.48	\$	18.81	\$	19.18	\$	19.57	\$	19.76
Recreation/Youth Worker 2 / Instructor																
Step 1 (Start)	\$	18.66	\$	18.66	\$	18.85	\$	18.94	\$	19.27	\$	19.66	\$	20.05	\$	20.25
Step 2 (6 months)	\$	19.37	\$	19.37	\$	19.56	\$	19.66	\$	20.01	\$	20.41	\$	20.81	\$	21.02
Step 3 (18 months)	\$	20.09	\$	20.09	\$	20.29	\$	20.39	\$	20.75	\$	21.16	\$	21.59	\$	21.80
Recreation/Youth Worker 3 / Instructor																
Step 1 (Start)	\$	19.69	\$	19.69	\$	19.89	\$	19.99	\$	20.34	\$	20.74	\$	21.16	\$	21.37
Step 2 (6 months)	\$	20.42	\$	20.42	\$	20.62	\$	20.73	\$	21.09	\$	21.51	\$	21.94	\$	22.16
Step 3 (18 months)	\$	21.18	\$	21.18	\$	21.39	\$	21.50	\$	21.87	\$	22.31	\$	22.76	\$	22.99
Rec Worker 4																
Step 1 (Start)	\$	21.48	\$	21.48	\$	21.69	\$	21.80	\$	22.18	\$	22.63	\$	23.08	\$	23.31
Step 2 (6 months)	\$	22.29	\$	22.29	\$	22.51	\$	22.63	\$	23.02	\$	23.48	\$	23.95	\$	24.19
Step 3 (18 months)	\$	23.15	\$	23.15	\$	23.38	\$	23.50	\$	23.91	\$	24.39	\$	24.88	\$	25.12

SCHEDULE "A"

Notes:

An internal applicant attaining the position of Manager will proceed to Step 2 of the wage grid in three (3) months.

An external applicant attaining the position of Manager will proceed to Step 2 of the wage grid in six (6) months.

A casual childcare worker who has passed their probation period and obtains a Regular Childcare Worker (Full- or Part-time) position will proceed to Step 2 of the wage grid in three (3) months.

LETTER OF UNDERSTANDING #1 – ECE WAGE ENHANCEMENT

**Between
Collingwood Neighbourhood House Society (CNH)
And
Canadian Union of Public Employees, Local 1936**

Without Prejudice, Without Precedence

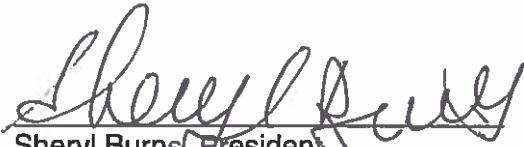
Further to recent welcome announcements regarding wage enhancements from the Ministry of Children and Family Development, this Letter of Understanding will confirm that the funding provided to CNH for the purpose of wage enhancements for Early Childhood Educators in licensed child care programs will not replace any organizational increases to the Bargaining Unit wage grid.

Government has announced \$1/hour effective September 1, 2018 to be paid out early in 2019 and then ongoing to be paid monthly. Further, an additional \$1/hour effective April 1, 2020. Should government's commitment to wage enhancements decline in any way it is understood that Collingwood Neighbourhood House will not be held responsible for replacing the provincially funded wage enhancement.

It is further agreed that MOU #3 as per the *Collective Agreement Between Collingwood Neighborhood House and the Canadian Union of Public Employees, Local 1936-05* may also apply where appropriate.

It is agreed this understanding is on a without prejudice basis and is to be put in place to ensure Collingwood Neighbourhood House Society is able to apply for and receive the provincially funded wage enhancements for Early Childhood Educators while maintaining the Collective Agreement between CNH and CUPE Local 1936.

Signed again on the 26th of March, 2019



Sheryl Burns, President
On behalf of CUPE Local 1936



Jennifer Gray-Grant
On behalf of Collingwood Neighbourhood House



Michael Reed, National Representative
On behalf of CUPE Local 1936



Michael Dumler
On behalf of Collingwood Neighbourhood House

CASUAL ADDENDUM

When the Employer determines hours of work that need to be assigned, to cover absences due to sick leave, vacation periods, special leave(s), approved leave(s), temporary vacancies, or to augment staffing during peak periods, the following process will be followed. Regardless of the employment status of the employee doing the work, these hours will be deemed casual hours.

1. The Employer is obligated to assign casual hours to the senior employee who is available to perform the work available, provided that employee has the required qualifications and ability to perform the work.
2. The Employer is not required to assign casual hours to an employee that will result in that employee working at overtime rates.
3. Employees who are regular part time employees (as defined in Article four (4) of this collective agreement) will be considered senior to all casual employees (as defined in Article four (4) of this collective agreement). Part time employees working casual hours will be covered by this addendum.
4. All casual employees (and any part time employee who wishes to be called for additional hours) will inform the Employer in writing no later than the fifteenth (15th) of each month the dates that employee will be available for work assignments. Casual employees must make themselves available a minimum of six (6) days each month on days the program(s) the casual is qualified to work in are in operation. Part time employees must signify the programs they wish to be offered work in. A part time employee may have their name deleted from the availability list at any time prior to an assignment being made for that period. Any change to an employee's availability must be in writing. A casual employee will be granted a period of time, not to exceed three (3) weeks per calendar year, that they will not be required to be available. A casual employee will not be expected to be available for assignments at any time the employee is ill or injured and unable to perform the duties of work assigned to them. A casual employee, who becomes ill or injured, other than while at work, will notify the Employer prior to being assigned work.
5. The Employer will assign the work to the available and qualified casual and part time employees in order of seniority. The Employer will notify the employee of their work assignment(s), either in person or by telephone. The Employer will keep a log of all telephone calls made to employees recording the time of the call and the response of the employee. In the event an employee refuses an assignment for which they have signified they would be available, this will be recorded as a "refusal". A casual employee who refuses work five (5) times in any twelve (12) month period may be dismissed with cause by the Employer. A part time employee who fails to fulfill an assignment, for which they have indicated that they are available, on four (4) occasions in any twelve (12) month period may be deemed to have abandoned their position.
6. Casual hours will be assigned as soon as the Employer is aware that work is available, however if the Employer determines the assignment is no longer required, the employee will be notified of the cancellation as soon as possible with

no obligation of the Employer to compensate the employee, other than as provided for in Article 17.10.

7. All casual hours will be assigned in the fashion described above with the exception of casual hours that become available with less than twenty-four (24) hours to the scheduled start time of the hours, in which case the Employer will assign the hours to the most senior readily available employee to cover the immediate need.
8. A casual employee who takes an assignment, or a series of assignments, of an extended period will not have **their** status changed as a result of that assignment and will remain a casual employee.

Agreed to on the 18th day of December, 2018 in Vancouver, BC.

SIGNATURES ON ORIGINAL

APPENDIX "A" – SUMMARY OF BENEFITS

Available to Collingwood employees with seniority who are continuously scheduled to work 15 or more hours per week.

EXTENDED HEALTH PLAN DETAILS	PROPOSED PLAN
Deductible	\$25 per calendar year
Reimbursement	100%
Lifetime Maximum	Unlimited
Payable/Claimable	Payable
Acupuncturist	\$100 per calendar year
Chiropractor	\$350 per calendar year
Naturopathic Physician	\$350 per calendar year
Physiotherapist	Unlimited
Podiatrist	\$350 per calendar year
Psychologist	\$350 per calendar year
Registered Massage Therapist	Unlimited
Speech Therapist	\$350 per calendar year
Full coverage for Paramedical Practitioners	Yes
Pharmacare tie-in	Yes
Low Cost Alternative and Reference Based Pricing	No
BlueNet Pay Direct Drug Cards	Yes
Oral Contraceptives	Yes
Vision Care	\$225 per 24 months
Vision Care as of April 1st, 2021	\$295 per 24 months
Eye Exams	\$75 per calendar year
Hearing Aids	\$600 per 48 months
Hearing Aids as of April 1st, 2021	\$1,000 per 48 months
Medi-Assist	Yes

MEMORANDUM OF UNDERSTANDING #1 – CASUAL CONCERNS

Between

**Collingwood Neighborhood House Society
And
CUPE Local 1936**

The Parties agree to address the needs of Casual workers through Labour Management Committee meetings, in order to explore issues that specifically impact casual workers and the safe functioning of the agency.

Prior to September 2019, an advisory group comprised of four (4) casual workers (with no more than two (2) from any single department) and one (1) Union Representative and a similar number of Employer Representatives will meet.

This advisory group will be tasked identifying casual worker concerns. Where possible, the advisory group will address casual worker concerns directly. Concerns that are not addressed, will be brought forward to the next Labour Management meeting. Those concerns may include, but will not be limited to the following:

- The inclusion of Casuals in training, pro-d and social activities that occur through Collingwood Neighborhood House.
- Briefing time for Casual workers at the beginning of their shifts in order to adapt to different program needs in a manner that facilitates increased staff comfort and functioning of the program.
- Ways in which to ensure Casual staff feel supported, included and respected in all programs and Collingwood Neighborhood House as a whole.
- The Casual Call-In Procedure.

At least two of the casual advisory group members will be invited to the Labour Management meeting to present and elaborate on the advisory groups' list.

Agreed to on the 26th day of March, 2019 in Vancouver, BC.

SIGNATURES ON ORIGINAL

MEMORANDUM OF UNDERSTANDING #2 - OVERTIME CALCULATION

This Agreement is without prejudice to any future bargaining position by either party.

It is agreed that overtime will be calculated in the following manner:

- Regular full-time shift is between 7 to 8 hours per day and 35 to 40 hours per week.
- Time up to 8 hours a day and 40 hours per week will be paid at straight time.
- Time above 8 hours a day will be calculated at overtime rates.

It is agreed that:

- Potluck and Fundraising events are work time not volunteer time.
- CNH will strive to move overtime information into a more electronic system.
- We will increase paperwork tracking systems and improve communication.
- If timesheets are changed by Coordinators, Managers or employees, the affected people will be advised of the change and why.
- The Accounting Department will send out an advisory by March 31st of each year as to how much each staff member has accumulated in vacation time and sick time.

Dated this 3rd day of December, 2014 and renewed on the 26th day of March, 2019 in Vancouver, BC.

SIGNATURES ON ORIGINAL

MEMORANDUM OF AGREEMENT #3 – MINIMUM HOURS EXCEPTIONS

Between

Collingwood Neighbourhood House Society

-and-

CUPE Local 1936

**Re: Recreation Workers, Evening Staff, Weekend Staff,
Custodial Staff and Reception Staff**

The parties recognize and agree that the “Minimum Hours of Work” provisions of this collective agreement, specifically Article 17.09, will not cover employees working in recreational programs of the Collingwood Neighbourhood House, Recreational employees reporting for a scheduled program shall receive the employee's regular rate of pay for a minimum of two (2) hours.

The parties also agree that the “Minimum Hours of Work” provisions of this collective agreement, specifically Article 17.09, will not cover Reception Staff, Custodial Staff, Evening and Weekend Staff reporting for a scheduled assignment and they shall receive the employee's regular rate of pay for a minimum of two (2) hours.

The parties also agree that the hours of work provisions contained within this collective agreement, when considered together with those of the above listed workers meet or exceed the requirements of Part 4 (Hours of work and Overtime) of the Employment Standards Act of the province of British Columbia. The Union further agrees that no Employment Standards Act complaint will be supported on this issue on behalf of Recreation, Evening, Weekend, Custodial and Reception Workers.

Renewed on the 28th day of March, 2019 in Vancouver, BC.

SIGNATURES ON ORIGINAL

MEMORANDUM OF AGREEMENT #4 – ADDITIONAL FUNDS

Canadian Union of Public Employees Local 1936-05

(the “Union”)

And

Collingwood Neighbourhood House Society

(the “Employer”)

If during the term of this agreement, additional funds become available that can be used for wage and/or benefit enhancements, the Employer will contact the Union and discuss re-opening the agreement to further enhance employee wages and/or benefits. The parties recognize that if these additional monies do become available, conditions may be attached by the funder that limit the way in which they may be used.

Originally signed on the 3rd day of December, 2014 in Vancouver, BC.

Renewed on the 7th day of February, 2019.

SIGNATURES ON ORIGINAL

MEMORANDUM OF AGREEMENT #5 - ARBITRATORS

Between

Collingwood Neighbourhood House Society

And

CUPE Local 1936-05

The parties agree that the following arbitrators are to be used to hear arbitrations and render decisions as required under Article #12 – Arbitration.

Corrine Bell
Mark Brown

Wayne Moore
Irene Holden

It is further agreed that if the above named arbitrators are not available, or not available in a reasonable period of time to hear an arbitration and render a decision, the parties can mutually agree on an acceptable alternative to hear that arbitration. Additionally, the parties agree to consider amending this Memorandum by mutual agreement to include arbitrators who identify as being from an equity-seeking group (such as, but not limited to, visible minorities, people with disabilities, indigenous peoples, or people from the LGBTQ2+ community).

Dated this 14th day of March, 2019 in Vancouver, BC.

SIGNATURES ON ORIGINAL

MEMORANDUM OF AGREEMENT #6 – LTD PREMIUMS

Between

Collingwood Neighbourhood House Society

And

CUPE Local 1936-05

The parties will work together on reducing the premiums, if possible, by:

1. Contacting the current provider to see if there is a rate adjustment available; and
2. Putting a Request for Proposal out to the market, to see if a better rate is obtainable.

Dated this 7th day of February, 2019 in Vancouver, BC.

SIGNATURES ON ORIGINAL