COLLECTIVE AGREEMENT

BETWEEN

WEST END COMMUNITY CENTRE ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15

September 1, 2015 to August 31, 2020

Table of Contents

ARTICLE 1	- PURPOSE OF AGREEMENT	7
1.01	Purpose	7
1.02	Term of Agreement	7
1.03	Definition of Employees	7
1.04	Definition of School Year	8
1.05	Plural or Feminine Terms May Apply	8
ARTICLE 2	- MANAGEMENT RIGHTS	8
2.01	Management Rights	8
2.02	Condition of Employment	8
ARTICLE 3	- RECOGNITION AND NEGOTIATION	9
3.01	Union Recognition	9
3.02	Work of the Bargaining Unit	9
3.03	No Other Agreements	9
3.04	Right of Fair Representation	9
3.05	Time off Without Pay For Union Business	9
ARTICLE 4	- HUMAN RIGHTS	. 10
4.01	Harassment Definition	. 10
4.02	No Discrimination	. 10
4.03	Sexual and Other Forms of Harassment	. 10
ARTICLE 5	- UNION MEMBERSHIP REQUIREMENT	. 11
5.01	All Employees to be Members	11
ARTICLE 6	- CHECK OFF OF UNION DUES	. 11
6.01	Check-off Payments	11
6.02	Deductions	11
6.03	Dues Receipts	11
	Dues Receipts	
	·	. 11
ARTICLE 7 7.01	- EMPLOYER SHALL ACQUAINT NEW EMPLOYEES	. 11 11
ARTICLE 7 7.01	- EMPLOYER SHALL ACQUAINT NEW EMPLOYEES	. 11 11 . 12

ARTICLE	9 - GF	RIEVANCE PROCEDURE	12
9.	.01 N	Names of Stewards	12
9.	.02 D	Definition of Grievance	12
9.	.03 A	Arbitration	14
9.	.04 D	Deviation from Grievance Procedure	14
9.	.05 G	Grievance on Safety	14
ARTICLE	10 - C	DISMISSAL, SUSPENSION AND DISCIPLINE	15
10).01 D	Dismissal and Suspension	15
ARTICLE	11 - E	EMPLOYEE RIGHTS	15
11	.01 R	Right to Have Steward Present	15
11	.02 P	Political Action	15
11	.03 P	Personnel Records	15
ARTICLE	12 - 5	SENIORITY	16
12	2.01 S	Seniority Defined	16
12	2.02 S	Seniority List	16
12	2.03 L	oss of Seniority	16
12	2.04 P	Probation and Seniority for Newly Hired Employees	16
ARTICLE	13 - F	PROMOTIONS AND STAFF CHANGES	17
13	3.01 J	lob Postings	17
13	3.02 Ir	nformation in Postings	17
13	3.03 R	Role of Seniority in Promotions, Transfers and Staff Changes	17
13	3.04 T	rial Period	17
13	3.05 N	Notification to Employee and Union	18
ARTICLE	14 - L	AYOFFS AND RECALLS	18
14	1.01 D	Definition of Layoff	18
14	1.02 R	Role of Seniority in Layoffs	18
14	1.03 R	Recall Procedure	18
14	1.04 N	No New Employees	18
14	I.05 A	Advance Notice of Layoff	18
ARTICLE	15 - F	HOURS OF WORK	19
15	5.01 H	Hours of Work	19
15	5.02 P	Preparation Time	19

ARTICLE 16 - OVERTIME	19
16.01 Overtime Defined	19
16.02 Pre-Approved Overtime	19
16.03 Overtime Wages	20
16.04 Weekly Overtime	20
ARTICLE 17 - PAID HOLIDAYS	20
17.01 Statutory Holidays	20
17.02 Eligibility for Statutory Holiday Pay	20
17.03 Statutory Holiday Pay	21
ARTICLE 18 - VACATION PAY	21
18.01 Vacation Pay	21
18.02 Vacation Scheduling	22
ARTICLE 19 - EMPLOYEE BENEFITS	22
19.01 Employee Benefits	22
Medical Coverage	22
Group Life Insurance	23
Dental Services Plan	24
Municipal Pension Plan	24
19.02 RRSP Contribution	24
19.03 Same Sex Benefit Coverage	25
19.04 Auxiliary Employees	25
ARTICLE 20 - PAID AND UNPAID LEAVES	25
20.01 Sick Leave	25
20.02 Workers' Compensation and Sick Leave Payments	26
20.03 General Leave of Absence	26
20.04 Family Illness Leave	27
ARTICLE 21 - COMPASSIONATE LEAVE	27
21.01 Compassionate Leave	27
ARTICLE 22 - MATERNITY AND PARENTAL LEAVE	28
22.01 Maternity and Parental Leave	28
ARTICLE 23 - COURT ATTENDANCE AND JURY DUTY	30
23.01 Jury Duty and Witness Fees	30

23	3.02 Leave of Absence for Full-Time Union or Public Duties	30
23	3.03 Pay During Leave of Absence for Union Work or Convention	31
ARTICLE	24 - PAYMENT OF WAGES AND ALLOWANCES	31
24	01 How Wages are Paid	31
24	02 Statement of Wages	31
24	03 Pay on Temporary Transfer, Higher Rated Position	31
24	04 Pay on Transfer, Lower Rated Job	31
24	05 Education Allowance	31
24	-06 Education Leave	32
24	1.07 Professional Development Day	32
24	-08 Special Allowances	32
24	09 Premium Pay for Fluency in a Second Language	32
ARTICLE	25 - JOB DESCRIPTION	32
25	i.01 Job Description	32
25	i.02 No Elimination of Present Classification	32
25	5.03 Changes in Classification	33
ARTICLE	26 - HEALTH AND SAFETY	33
26	5.01 Health & Safety	33
26	5.02 Right to Refuse or Stop Unsafe Work	33
26	5.03 Injury Pay Provision	33
ARTICLE	27 - CONTRACTING OUT	34
27	7.01 Restrictions on Contracting Out	34
ARTICLE	28 - JOB SECURITY & GENERAL CONDITIONS	34
28	3.01 Continuation of Acquired Rights	34
ARTICLE	29 - LABOUR MANAGEMENT COMMITTEE	34
29	9.01 Establishment of Committee	34
29	0.02 Function of the Committee	34
29	0.03 Meetings of Committee	35
29	0.04 Jurisdiction of Committee	35
ARTICLE	30 - LABOUR MANAGEMENT BARGAINING RELATIONS	35
30	0.01 Representatives	35
30	0.02 Union Bargaining Committee	35

30.03	Meeting of Committee	36
30.04	Time Off for Meeting	36
30.05	Technical Information	36
RETROACTIV	/ITY	. 36
	Wage Increases	37

COLLECTIVE AGREEMENT

BETWEEN THE

WEST END COMMUNITY CENTRE ASSOCIATION

(hereinafter called "the Employer")

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 15 - VMECW

(hereinafter called "the Union")

Whereas the Association is an Employer within the meaning of the Labour Relations Code of British Columbia; and whereas the Union is the bargaining authority for the employees at Little Sprout Pre-school at the West End Community Centre; and whereas the parties hereto have carried on collective bargaining under the terms of said Code and have reached Agreement as hereinafter expressed; now this Agreement is witnessed that the parties hereto agree each with the other as follows:

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 Purpose

The purpose of this Agreement is to establish and maintain terms and conditions of employment agreed to between the Employer and the Early Childhood Educators as contained herein, to encourage cooperation in providing quality pre-school education to enrolled children, to facilitate efficient operation of the pre-school system, to promote harmonious relations between the parties and to provide expeditious procedures for the resolution of disputes which may arise as to the administration or interpretation of this Agreement.

1.02 Term of Agreement

- a) This Agreement shall be for the term of September 1, 2015 to August 31, 2020. The operation of subsection (2) of Section 50 of the Labour Relations Code of British Columbia shall be specifically excluded from and shall not be applicable to this Agreement.
- b) If no agreement is reached at the expiration of this Agreement this Agreement shall remain in force up to the time a strike or lockout commences, or until a new or renewed Agreement is entered into.

1.03 Definition of Employees

The following terms defined in this clause, unless otherwise specifically provided herein, shall have for the purposes of this Agreement, the meanings hereinafter specified and replace all existing definitions;

- a) "Regular Full-Time Employee" means an employee who is employed on a full-time basis for 35.45, or other such number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for an indefinite period of time.
- b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis for 35.45, or other such number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).
- c) "Regular Part-Time Employee" means an employee who is employed on a regular parttime schedule of weekly hours, which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

- d) "Auxiliary Employee" is an employee employed for unspecified periods on a day to day basis whether for full days or partial days. Auxiliary employees shall also include one to one support staff who work for a specific term within a school year.
- e) "Supervisor" means the West End Community Centre Association Programmer overseeing the Children and/or Youth Committee(s), to whom all employees are directly accountable.

1.04 <u>Definition of School Year</u>

School year is defined as the period from the first Tuesday after Labour Day until the last Friday in June of each year, both dates inclusive.

Employment will be considered continuous, even during summer breaks, as defined by the school year. Employees will be laid off at the end of each school year with a date of commencement assigned for the Fall of each year.

1.05 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 <u>Management Rights</u>

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

2.02 Condition of Employment

- a) The Association shall require, as a minimum condition of employment, that an employee becomes and remains certified as an Early Childhood Educator under the Regulation of the Community Care Facility Act and provide proof of said certification to the Employer on an annual basis, on or before May 1.
- b) Employment is subject to program cancellation due to lack of sufficient enrolment.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 <u>Union Recognition</u>

The Employer recognizes the Canadian Union of Public Employees and its Local 15 as the sole and exclusive collective bargaining agent for all of its employees as certified by the Labour Relations Board of British Columbia and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of the collective agreement.

3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement.

3.05 Time off Without Pay For Union Business

Time off without pay shall be granted to official representatives of the union upon application to and by permission of the West End Community Centre Association representative when it becomes necessary to transact business in connection with matters affecting members of the Union.

Any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose the seniority in the service of the Employer, and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to their former position.

ARTICLE 4 - HUMAN RIGHTS

4.01 Harassment Definition

Harassment shall be defined as any practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. The Union and the Employer recognize the right of employees to work in an environment free from harassment.

4.02 <u>No Discrimination</u>

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political belief or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the Union.

4.03 Sexual and Other Forms of Harassment

- a) Sexual harassment shall include, but not be limited to:
 - i) unnecessary touching or patting
 - ii) suggestive remarks or verbal abuse
 - iii) leering at a person's body
 - iv) compromising invitations
 - v) demands for sexual favours
 - vi) physical assault
- b) The Employer agrees to develop, jointly with the Union, a policy against harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action and or charges under the Human Rights Act of British Columbia. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- c) Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- d) Where the alleged harasser is the person who would normally deal with the first step of such grievance, the grievance will automatically be sent forward to the next step.
- e) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

f) The Employer recognizes the principle that it is his/her responsibility to maintain a discrimination free workplace.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

Within one week of the signing of this agreement, all employees covered by this agreement 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.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.01 Check-off Payments

The Employer shall deduct from the salary of all employees any fees, levies, and/or dues specified by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications of employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

ARTICLE 7 - EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to advise new employees that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Checkoff. The Employer also agrees to supply to new employees the names of their Union representatives and a copy of the Collective Agreement and Union By Laws.

ARTICLE 8 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

8.01 <u>Employment Conditions Recommendations</u>

Any recommendations regarding the conditions of employment shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider and make submissions to the Employer for their consideration.

8.02 <u>Discipline Correspondence Copied to the Union</u>

A copy of correspondence regarding discipline between the Employer and any employee in the bargaining unit shall be forwarded to the Secretary of the Union or his/her designate.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Names of Stewards

The Union shall notify the Employer in writing of the name of each Union representative before the Employer shall be required to recognize him/her.

9.02 <u>Definition of Grievance</u>

Should a dispute arise respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including any question as to whether a matter is arbitrable, or the dismissal, discipline or suspension of any employee bound by this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

a) Meeting with Supervisor

The aggrieved employee(s) may first take up the matter with the immediate supervisor or other such supervisor who is directly responsible for the decision giving rise to the grievance within fifteen (15) working days of the date on which the incident giving rise to the grievance occurred or on the date when the employee(s) first became aware of the incident, whichever is later. The purpose of the meeting shall be to review the circumstances giving rise to the incident and to determine whether the matter can be satisfactorily resolved without recourse to the formal grievance procedure. At the option of the aggrieved employee, a shop steward or Union representative may be present at the meeting.

b) Step 1

If the grievance is not settled in the aforementioned manner within ten (10) working days, the matter shall be referred to the West End Community Centre Association Executive Committee and the Union representative or designate. A statement, in

writing, of the alleged grievance by the Union and a statement, in writing, of the position relative to the alleged grievance by the said West End Community Centre Association Executive Committee or designate will be exchanged at this meeting if agreement on the matter is not first reached.

c) Step 2

If the grievance is not settled as prescribed in Step 1 above within ten (10) working days, the matter shall be referred to the West End Community Centre Association Board of Directors or designate and the Union.

d) <u>Step 3 Non Binding Investigation</u>

Should no settlement have occurred, the difference may be referred to a mutually agreed to arbitrator who shall:

- i) investigate the difference;
- ii) define the issue in the difference; and
- iii) make written recommendations to resolve the difference

Within five (5) days of the receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

For the procedure and protocol for this step to be determined by the parties within thirty (30) days of ratification.

The investigator's remuneration and expenses shall be borne equally by the Employer and the Union.

e) <u>Arbitration</u>

If not settled in Step 3 above within fifteen (15) working days, the matter may be referred by either party to a Board of Arbitration for final and conclusive determination.

f) Time Limits

Extensions to the time limits of fifteen (15) working days and seven (7) working days respectively contained herein above, may be agreed upon between the parties only for the most serious of reasons.

9.03 Arbitration

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

Where the parties are using a one (1) person Board of Arbitration, the Employer and the Union shall mutually agree on the person within fourteen (14) calendar days of the referral under Clause 9.02(d).

Where the parties are using a three (3) person Board of Arbitration, the Employer and the Union shall appoint their respective representative within seven (7) calendar days of the referral under Clause 9.02(f). The two representatives shall select a chairperson within a further seven (7) calendar days. Each party shall pay its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Arbitration Board; and one-half (½) of the compensation and expenses of its Chairperson.

Where the parties are unable to agree on a person to be a single Arbitrator or a chairperson, as the case may be, either party may apply to the Minister of Labour to make the appointment.

In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Board of Arbitration shall be final and binding on both parties. All costs and expenses incurred by the arbitrator shall be shared on an equal basis.

9.04 <u>Deviation from Grievance Procedure</u>

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

9.05 Grievance on Safety

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.01 Dismissal and Suspension

An employee who alleges wrongful dismissal or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Article 9. If the employee is found by a Board of Arbitration appointed under the provisions of Article 9 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

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

An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

ARTICLE 11 - EMPLOYEE RIGHTS

11.01 Right to Have Steward Present

An employee shall have the right to have his/her Steward or Union representative present during any discussions with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward or Union representative to be present at the interview.

11.02 Political Action

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates or subordinate bodies.

11.03 Personnel Records

With seven (7) days' notice, an employee shall have the right to have access to and review his/her personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record, of which the employee was not aware, may be introduced as evidence in any hearing. An employee shall

have the right to have copies of any material contained in his/her personnel record but shall not be permitted to remove any materials from the file.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification. Seniority shall be used in determining preference or priority for promotion subject to Article 13.03, layoff, permanent reduction of the workforce and recall, overtime and as set out in other provisions of this Agreement.

12.02 <u>Seniority List</u>

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced.

12.03 Loss of Seniority

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff, or leave approved by the Employer.

An employee shall only lose his/her seniority in the event:

- a) He/she is discharged for just cause and is not reinstated;
- b) He/she voluntarily resigns;
- c) He/she fails to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause.
- d) He/she has been on layoff for a period greater than twelve (12) months.

12.04 <u>Probation and Seniority for Newly Hired Employees</u>

A newly hired employee shall be on probation for the first ninety (90) working days of his/her employment. During the probationary period, the employee shall be entitled to all rights of this Agreement, except benefits. After successful completion of the probationary period, seniority and benefits (whenever possible) shall be effective from the original date of hire.

Part-Time Employees are entitled to all benefits of the Agreement on a proportional basis with the exception of medical, health, and dental plan coverage and Group Life Insurance premiums which shall be paid on the same basis as full-time employees.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, providing the position is not deemed redundant, the Employer shall post the position internally and shall provide the Union with a copy of the posting. Positions shall be open to outside advertising after one (1) week of the vacancy being posted.

Notice of vacancy shall be posted for seven (7) days in a conspicuous place at the work site and mailed to all current on-call employees.

These posting provisions may be waived by mutual agreement between the Union and the Employer.

13.02 Information in Postings

Such notice shall contain the following information:

Nature of position, location, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function(s). All job postings shall state "Employer is an Equal Opportunity Employer".

13.03 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- a) The principle of promotion within the service of the Employer.
- b) That job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 13.02. Appointments from within the bargaining unit shall be made within three (3) weeks of closing of the posting. The job shall be filled on the posted date (if identified) or as soon as practicable after the appointment.

13.04 Trial Period

The successful applicant shall be notified within fourteen (14) calendar days following the end of the posting period. He/she shall be given a trial period of ninety (90) working days, during which time he/she will receive the necessary orientation for the position. The Employer shall not curtail the trial period without cause, before it has run its full course. Conditional on satisfactory service, the employee shall be cleared permanent after the period of ninety (90)

working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority, provided that the original position still remains.

13.05 <u>Notification to Employee and Union</u>

Within fourteen (14) calendar days of the date of appointment to a vacant position, notification that the position has been filled shall be sent to each applicant. The Employer agrees to notify the Union of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths, or other terminations of employment.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 <u>Definition of Layoff</u>

Layoff includes reduction in the hours of work, reduction in the workforce, severance from active employment due to lack of work or funds or due to the discontinuation of a function or program or due to the implementation of technological or organizational change.

14.02 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of seniority providing those remaining have the qualifications, skills, and ability to perform the job.

14.03 <u>Recall Procedure</u>

Employees shall be recalled in the order of their seniority providing they are qualified and have the skills and ability to perform the job.

14.04 No New Employees

New employees shall not be hired until those laid off have been given the opportunity of recall provided the laid off employee possesses the necessary qualifications to perform the job.

14.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer agrees to notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for those scheduled work days for which work was not made available.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work

a) Regular Weekly Hours

The regular weekly hours shall consist of five (5) days, Monday to Friday, seven (7) hours per day and thirty-five and point four five (35.45) hours per week.

b) Regular Daily Hours

The regular daily hours shall consist of seven (7.9) hours between 8:30 a.m. and 4:30 p.m.

- i) seven hours and point nine (7.9) Monday to Thursday, and
- ii) three hours and point eight-five (3.85) on Friday between 8:00 a.m. and 4:30 p.m.

c) <u>Unpaid Meal Breaks</u>

Employees shall take an unpaid meal break each shift.

d) Rest Periods

Two (2) ten minute rest periods will be allowed each shift.

15.02 Preparation Time

Childcare workers shall be permitted preparation time, which shall be the equivalent to 50% of the class time.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

The Employer agrees to pay overtime wages if an employee works more than seven point nine (7.9) hours a day or thirty-five point four five (35.45) hours a week.

16.02 <u>Pre-Approved Overtime</u>

All overtime must be pre-approved by the Supervisor (Programmer) except in cases of emergency.

16.03 <u>Overtime Wages</u>

The Employer must pay an employee who agrees to work over seven point nine (7.9) hours in a day:

- a) One and half (1½) times the employee's regular wage over seven point nine (7.9) hours, and
- b) Double the employee's regular wages for any time over nine point nine (9.9) hours.

16.04 Weekly Overtime

The Employer must pay an employee who agrees to work over thirty-five point four five (35.45) hours in a week:

One and half $(1\frac{1}{2})$ times the employee's regular wage for the first seven point nine (7.9) hours in excess of thirty-five point four five (35.45) hours per week and double time for all hours worked thereafter.

ARTICLE 17 - PAID HOLIDAYS

17.01 <u>Statutory Holidays</u>

The Employer recognizes the following statutory holidays:

New Year's Day Good Friday
Easter Monday Victoria Day
Canada Day Labour Day

Thanksgiving Day Remembrance Day

Christmas Day Boxing Day B.C. Day Family Day

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.

17.02 Eligibility for Statutory Holiday Pay

Once an employee has worked for the Employer for thirty (30) calendar days, the employee is entitled to statutory holidays with pay.

17.03 <u>Statutory Holiday Pay</u>

How pro-rated statutory holiday pay is calculated:

An employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.

An employee who has worked fewer than fifteen (15) of the thirty (30) days prior to the statutory holiday is entitled to pro-rated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by fifteen (15).

ARTICLE 18 - VACATION PAY

18.01 <u>Vacation Pay</u>

Paid annual vacation for all persons covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 7 of the Employment Standards Act.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (½) worked by December 31st.
- (c) During the second up to and including the seventh (7th) calendar year of service fifteen (15) working days.
- (d) During the eighth (8th) up to and including the fifteenth (15th) calendar year of service twenty (20) working days.
- (e) During the sixteenth (16th) up to and including the twenty-fifth (25th) calendar year of service twenty-five (25) working days.
- (f) During the twenty-sixth (26th) and all subsequent calendar years of service thirty (30) working days.
- (g) Calendar year shall mean the twelve month period from January 1st to December 31st inclusive.

18.02 <u>Vacation Scheduling</u>

- (a) Regular employees with greater than 1 year of service shall take vacation time off during Christmas and Spring Break as defined by the Vancouver School Board calendar. Such vacation time shall be equal to the number of days that would have been worked had Christmas and Spring breaks not occurred minus any statutory holidays that occur during these breaks. Employees that do not have full vacation entitlement shall take whatever vacation time they are entitled to and take the balance as a leave of absence without pay.
- (b) The remaining vacation entitlement shall be taken at a mutually agreed time.
- (c) Employees leaving upon reaching maximum retirement age are entitled to the following:

retiring prior to April 1st, they receive half of the usual annual vacation pay;

if retiring on or after April 1st, they receive the full annual vacation pay.

- (d) An employee who has been granted a leave of absence in excess of thirty (30) days shall have vacation entitlement pro-rated accordingly.
- (e) Vacation pay for Part-Time Employees shall be prorated to reflect actual hours worked.

ARTICLE 19 - EMPLOYEE BENEFITS

19.01 Employee Benefits

It is hereby agreed that the employee benefits contained herein shall be continued for the term of the Agreement. The Employer has sole responsibility for all aspects of the administration of the health and welfare benefit plans.

Medical Coverage

(a) Medical Services Plan (MSP)

Effective the first day of the month following the date of hire, employees shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia with the Employer paying seventy-five percent (75%) of the premium and the employees paying twenty-five percent (25%) of the premium.

(b) Extended Health Care Plan (EHC)

Effective the first day of the month following the date of hire. employees shall be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (1) eye exams to a maximum payable of \$100.00 (per person per twenty- four (24) month period)
- vision care including coverage for laser eye surgery to a maximum payable of S450.00 per person per twenty-four (24) month period
- (3) hearing aids to a maximum payable of \$700.00 in a sixty (60) month period;
- (4) orthopedic shoes to a maximum payable of \$400.00 for adults/ \$200.00 for children in a calendar year and orthotics to a maximum payable of \$300.00 every five (5) years:
- (5) diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$600 per year);

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

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

During summer break, benefit coverage shall continue as above premium sharing.

Premiums will be paid 100% by the Employer for EHB. All other benefit premiums will be shared on a 75% Employer, 25% Employee basis.

Group Life Insurance

a) Effective the first day of the first full pay period worked following the date of hire, employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. The Employer shall pay seventy-five percent (75%) of the premium and the active employees shall pay twenty-five percent (25%) of the premium.

b) Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premium s for the optional coverage.

<u>Dental Services Plan</u>

The Employer agrees to provide a dental plan for the benefit of employees. effective the first of the month following the date of hire, which provides for the following services:

- a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees;
- b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees:
- c) Orthodontics (Plan C paying for 50% of the approved schedule of fees to a lifetime maximum of \$3,000 for dependent children and adults as defined by the Plan;
- d) The Employer shall pay seventy-five percent (75%) of the premium and the employees shall pay twenty-five percent (25%) of the premium.

Municipal Pension Plan

The Employer and Union agree to write to Municipal Pension Plan Board to determine eligibility to participate in the Plan. If eligibility is determined the Parties agree to meet during the term of the 2015-2020 Collective Agreement to discuss costs and logistics of enrollment.

The agreement to meet and discuss places no obligation on the part of the Employer with respect to enrollment in the Municipal Pension Plan.

19.02 RRSP Contribution

In lieu of Superannuation, the Employer will contribute on behalf of each employee 7%, effective September 1, 2005, and 7.5% effective September 1, 2006, of gross salary to the employee's RRSP account.

19.03 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of medical, extended health and dental benefits.

19.04 <u>Auxiliary Employees</u>

Auxiliary employees shall have the following paid in lieu of benefits. From date of hire to the completion of 1200 hours of work in two consecutive years employees shall be paid twelve percent (12%) in lieu of benefits; after two consecutive years they shall be paid sixteen percent (16%) in lieu of benefits.

ARTICLE 20 - PAID AND UNPAID LEAVES

20.01 <u>Sick Leave</u>

All regular employees shall be eligible for sick leave, which shall be granted and calculated as follows:

- a) One (1) paid work day per month (prorated for part-time) and may accumulate to a maximum of ninety (90) working days.
- b) A deduction shall be made from accumulated sick leave credit of all working days absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation Pay.
- c) Deductions shall be made if the injury is not covered by Workers' Compensation solely because time absent is less than qualifying period.
- d) Any person requesting sick leave with pay may be required to produce a certificate from a duly qualified practitioner licensed to practice in the Province of British Columbia certifying that such person is unable to carry out their duties due to illness.
- e) Notwithstanding the foregoing, newly hired, Regular Full-Time and Part-Time Employees who have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; provided that if any of such employees have been advanced sick leave with pay under this clause and leave the service of the Employer for any reason prior to the completion of six (6) months of continuous service, the advanced payment shall be repaid to the Employer by deduction from the employee's pay cheque.

20.01.1 Payment of Accumulated Sick Leave

Employees with an accumulated sick bank per Article 20.0l(a) will be paid out 100% of the accumulated leave upon resignation or termination of employment or, immediately prior to retirement. Sick leave bank balances will be included on the bi-weekly pay advice.

20.02 Workers' Compensation and Sick Leave Payments

- a) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to time loss compensation therefore under the Workers' Compensation Act, the employee shall not be entitled to use sick leave credits for time lost, by reason of any such disability.
- b) All monies received by an employee by way of compensation for loss of wages under the said Workers' Compensation Act, shall be paid to the Employer. In return, the Employer will provide the approximate net salary to which the employee would have otherwise been entitled but for the "disability".
- c) Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which there is entitlement to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount, the Employer shall credit the employee with the number of days of sick leave proportionate to the amount so recovered to a maximum amount of ninety (90) days.

20.03 General Leave of Absence

a) Requests by employees for leaves of absence without pay for up to one (1) school year may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area. Requests shall be submitted in writing to the employee's Supervisor.

b) <u>Authorization for Exact Period</u>

When obtaining authorization for a leave of absence without pay the exact period of absence must be requested. The employee will then be expected to take the full authorized period. This provision is required to eliminate unnecessary payroll adjustments and to avoid terminating the services of a temporary replacement prior to the period for which he/she was employed.

c) Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the vacation allowance to the nearest half-day for each excess month or portion of a month greater than one-half.

20.04 <u>Family Illness Leave</u>

Where no one other than the employee can provide for the needs of an immediate member of the employee's family during an illness an employee shall be entitled after notifying the employee's immediate supervisor to use up to three (3) accumulated sick leave days per calendar year for this purpose. In exceptional circumstances the employee's manager may approve additional leave.

ARTICLE 21 - COMPASSIONATE LEAVE

21.01 Compassionate Leave

- a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or other relative if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) consecutive working days with pay. For purposes of Compassionate Leave, employees in same sex relationships (co-habiting with the person of the same sex and promoting such person as "spouse" and who has done so for a period of not less than twelve (12) months) shall be entitled to the provisions of this clause.
- b) Any employee who qualifies for compassionate leave with pay under Article 21.01(a) and who travels to a point outside the Lower Mainland or British Columbia, may be granted additional leave without pay for a further period of two (2) consecutive working days.
- c) For the purpose of this clause as long as the conditions are met a) and b) may be taken separately.
- d) Upon application to and upon receiving the permission of the Employer, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as pall bearer or a mourner in any case other than ones covered in 21.01(a).
- e) An employee who qualifies for compassionate leave without loss of pay under Clause 21.01 (a) herein may be granted such leave when on annual vacation if approved by the Employer. An employee who is absent on sick leave with or without pay or who is

absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.

ARTICLE 22 - MATERNITY AND PARENTAL LEAVE

22.01 Maternity and Parental Leave

Maternity and parental leave shall be granted as follows or in accordance with the Employment Standards Act, whichever is greater:

a) <u>Length of Leave</u>

- i) <u>Birth Mother</u> A pregnant employee shall be entitled up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.
 - In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.
- ii) <u>Birth Father and Adoptive Parent</u> An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall commence the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee. An employee shall be entitled to an extension of up to fourteen (14) consecutive weeks without pay immediately following the parental leave.
- iii) <u>Extensions Special Circumstances</u> An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition. Provided however, that in no case, shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

b) Notice Requirements and Commencement of Leave

- i) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- iii) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- iv) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position. For the purposes of pay increments, benefits, and vacation entitlement (not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay, not including public holidays, shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

d) Sick Leave

- i) An employee on maternity leave or parental leave shall not be entitled to collect sick leave during the period of leave.
- ii) Subject to paragraph (d) (i), an employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to paragraph (b) (v) and who subsequently suffers an illness or disability which prevents them from returning to work as scheduled, whether or not such illness

or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

e) <u>Benefits</u>

(i) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

ARTICLE 23 - COURT ATTENDANCE AND JURY DUTY

23.01 <u>Jury Duty and Witness Fees</u>

a) Any employee called for jury duty or as a witness will be allowed time off during the period of such duty. The employee's regular pay will be continued provided that all remuneration received for such duty be remitted to the Employer.

b) <u>Expenses Incurred</u>

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

c) Method of Reporting

All absences, even if less than two (2) hours are to be reported in advance to the Supervisor.

23.02 Leave of Absence for Full-Time Union or Public Duties

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request the Employer shall allow a leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- b) An employee who is elected or selected for a full-time position with the Union, shall be granted leave of absence without loss of seniority and without pay for the term of office.
- c) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without

loss of seniority for a period of one year. Such leave shall be renewed each year, on request during his/her term of office.

d) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her terms of office.

23.03 Pay During Leave of Absence for Union Work or Convention

An employee shall receive the pay and benefits provided for in the Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for pay and benefits during the period of absence.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 <u>How Wages are Paid</u>

Pay periods will coincide with regular West End Community Centre payroll dates, in Canadian currency, by direct deposit to an employee's chosen banking institution or by cheque, payable on demand, drawn on a savings institution.

24.02 <u>Statement of Wages</u>

The Employer shall, on every pay day, give to each employee a written statement of wages of his/her pay period according to the Employment Standards Act.

24.03 <u>Pay on Temporary Transfer, Higher Rated Position</u>

When an employee temporarily relieves in, or performs the principal duties of a higher paying position, at a flat rate of pay, he/she shall receive the rate for the job which constitutes the first increment which would be greater than their rate of pay in their usual position.

24.04 Pay on Transfer, Lower Rated Job

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower hourly rate, his/her rate shall not be reduced for the first six (6) months. Thereafter, the employee shall be paid the corresponding rate of pay for the lower rated position.

24.05 Education Allowance

The Employer agrees to pay the registration fees, course fees and lost wages for courses required to be taken by the Employer. The Employer agrees to pay half the lost wages and fees for courses requested to be taken by the employee and approved by the Employer.

24.06 <u>Education Leave</u>

Each employee is entitled to up to fourteen (14) hours for education leave in each school year. The Employer shall grant up to fourteen (14) hours at regular time rates one (1) hour for each hour that an individual employee matches at a rate of one (1) hour for each hour. All leave must be pre-approved by the supervisor and request must be submitted in writing no less than fourteen (14) calendar days in advance.

24.07 <u>Professional Development Day</u>

Each employee is entitled to fourteen (14) hours for professional development during each term of employment.

Those days will be considered working paid days upon approval of the course(s) by the Employer. Registration fees for training shall be paid in whole by the Employer.

24.08 Special Allowances

Transportation for positions requiring the employee to regularly travel at the Employer's request will be paid in the form of B.C. Transit bus fare or mileage allowance at the rate established by the Canada Revenue Agency for automobile allowance in the current year.

24.09 Premium Pay for Fluency in a Second Language

Employees in positions which the Employer has designated as requiring the use of a second language, including sign language, shall be paid one dollar per hour in addition to the classified rate for the position except where the class includes a requirement of more than one language.

ARTICLE 25 - JOB DESCRIPTION

25.01 <u>Job Description</u>

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved the issue may be subject to grievance and arbitration.

25.02 <u>No Elimination of Present Classification</u>

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

25.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. 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 26 - HEALTH AND SAFETY

26.01 <u>Health & Safety</u>

- a) The Employer and the Union agree that all parties, including employees, have a responsibility to provide and maintain a safe work environment and to work cooperatively to support and develop safe work practices that will not place individual employees, co-workers, the public, the West End Community Centre Association, or Vancouver Board of Parks and Recreation, at risk.
- b) All relevant regulations of the Workers' Compensation Act shall be observed and adhered to.

26.02 Right to Refuse or Stop Unsafe Work

A member of the Union's Health and Safety Committee shall have the right to stop any work considered unsafe or hazardous.

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace where he/she or a member of the Union's Health and Safety Committee believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

26.03 <u>Injury Pay Provision</u>

An employee who is injured or made sick during working hours and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

ARTICLE 27 - CONTRACTING OUT

27.01 Restrictions on Contracting Out

- a) The Employer agrees not to contract out any work presently being performed by bargaining unit employees that would result in the layoff of a regular full-time or regular part-time employee.
- b) The Employer will not assign any person including volunteers, to do the work usually performed by the employees of the bargaining unit. However, it is understood, the management may perform bargaining unit work for the purposes of orientation and in the case of a bona fide emergency.

ARTICLE 28 - JOB SECURITY & GENERAL CONDITIONS

28.01 <u>Continuation of Acquired Rights</u>

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this agreement shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

ARTICLE 29 - LABOUR MANAGEMENT COMMITTEE

29.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

29.02 Function of the Committee

The committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services to the public.
- c) Promoting safety and sanitary practices.

- d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- e) Correcting conditions causing grievances and misunderstandings.

29.03 Meetings of Committee

The committee shall meet at least once every second month or as required at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

29.04 <u>Jurisdiction of Committee</u>

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 the Employer with respect to its discussions and conclusions.

ARTICLE 30 - LABOUR MANAGEMENT BARGAINING RELATIONS

30.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

30.02 <u>Union Bargaining Committee</u>

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the committee.

30.03 Meeting of 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. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

30.04 <u>Time Off for Meeting</u>

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

30.05 Technical Information

Within ten (10) days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, and wage rates.

RETROACTIVITY

Unless otherwise specified, all items of this Collective Agreement shall be subject to retroactivity including wages which become effective September 1, 2015.

Upon ratification the parties agree to sign and print the renewal collective agreement.

This Agreement shall be binding and remain in effect from September 1, 2015 to August 31, 2020 and shall continue from year to year thereafter unless either party gives to the other party, notice to commence collective bargaining in accordance with the British Columbia Labour Relations Code.

Signed this	day of	, year of
Bonnie MacKenzie, President		- — — — — — — — — — — — — — — — — — — —
Linda Johnson, 1 st Vice Presid	lent	Steve Salsman, Staff Representative
WEST END COMMUNITY CEN' ASSOCIATION	TRE	CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 15 - VMECW

SCHEDULE "A" - WAGES AND CLASSIFICATIONS

Wage Increases

September 1, 2015 to August 31, 2016 a 2% wage increase to all positions September 1, 2016 to August 31, 2017 a 2% wage increase to all positions September 1, 2017 to August 31, 2018 a 2% wage increase to all positions September 1, 2018 to August 31, 2019 a 2% wage increase to all positions September 1, 2019 to August 31, 2020 a 2% wage increase to all positions

Months		0-12	13-24	25-36	37-48	49+
Supervisor	Increase	Step 1	Step 2	Step 3	Step 4	Step 5
Current		\$20.81	\$21.66	\$22.57	\$23.52	\$24.48
Sep 1/15 to Aug 31/16	2.00%	\$21.23	\$22.09	\$23.02	\$23.99	\$24.97
Sep 1/16 to Aug 31/17	2.00%	\$21.65	\$22.54	\$23.48	\$24.47	\$25.47
Sep 1/17 to Aug 31/18	2.00%	\$22.08	\$22.99	\$23.95	\$24.96	\$25.98
Sep 1/18 to Aug 31/19	2.00%	\$22.53	\$23.45	\$24.43	\$25.46	\$26.50
Sep 1/19 to Aug 31/20	2.00%	\$22.98	\$23.91	\$24.92	\$25.97	\$27.03

Months		0-12	13-24	25-36	37-48	49+
Senior Supervisor	Increase	Step 1	Step 2	Step 3	Step 4	Step 5
Current		\$22.63	\$23.56	\$24.55	\$25.59	\$26.63
Sep 1/15 to Aug 31/16	2.00%	\$23.08	\$24.03	\$25.04	\$26.10	\$27.16
Sep 1/16 to Aug 31/17	2.00%	\$23.54	\$24.51	\$25.54	\$26.62	\$27.71
Sep 1/17 to Aug 31/18	2.00%	\$24.02	\$25.00	\$26.05	\$27.16	\$28.26
Sep 1/18 to Aug 31/19	2.00%	\$24.50	\$25.50	\$26.57	\$27.70	\$28.83
Sep 1/19 to Aug 31/20	2.00%	\$24.99	\$26.01	\$27.11	\$28.25	\$29.40

Note: All wages above are on a per hour basis.

bas.BCUWU L467