

COLLECTIVE AGREEMENT

Between

NORTH SHORE NEIGHBOURHOOD HOUSE

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 389**

August 1, 2019 to July 31, 2022

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ARTICLE 1 - PREAMBLE

1.1 Purpose

It is the purpose of both parties to the Agreement:

1. To maintain, improve and encourage efficiency of operations and quality of recipient care;
2. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union and to recognize the value of honest discussion in this process;
3. To make provisions herein for the orderly and expedition consideration and settlement of all matters of collective bargaining and of mutual interest;
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.2 Plural & Masculine Terms May Apply

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

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 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

3.1 Recognition

The Employer recognizes the Canadian Union of Public Employees 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.

3.2 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 or performing the aforementioned, in itself, does not reduce the hours of work or pay of any bargaining unit employee(s).

3.3 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.

3.4 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 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.

3.5 National Representative

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.

ARTICLE 4 – DEFINITIONS

4.1 Definitions of Employees

a) Regular Full Time Employees:

An employee who posts into an ongoing regularly scheduled position with full time hours in accordance with Article 17 and successfully completes the probation period. Full time employees accumulate seniority and are entitled to all benefits of this Agreement.

b) Regular Part Time Employees:

An employee who posts into a regularly scheduled position of fewer hours than a full-time employee and successfully completes the probationary period. Part time employees who have indicated their availability in writing will be given opportunity to have their hours increased on the basis of seniority to the maximum allowable within the employee's classification and program, subject to qualifications, prior to Casual being called in.

Such hours provided they are worked in the Employee's regular or a greater category, shall be considered as regular hours for application of vacation and pension (RRSP) benefits. Hours worked in a lesser category shall be under the terms and conditions applicable to casual employees. A regular part time employee shall be entitled to all benefits of this agreement on a pro-rated basis unless stated elsewhere in this agreement.

c) Casual Employees:

An employee employed on an "on-call" basis to cover absences due to sick leave, vacation, special leave, and any other approved leave, or to fill temporary vacancies or augment staff during peak periods. These periods shall not exceed three (3) months without the agreement of the Union.

Casual employees shall accumulate seniority on an hourly basis.

Casual employees will not be guaranteed any minimum numbers of hours of work and may work up to the hours of a full time employee.

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

- Article 16 Lay off & Recall
- Article 20 Vacation
- Article 22 Special and Other Leaves
- Article 23 Sick Leave
- Article 25 Health and Welfare Benefits/Pension

Casual employees shall receive 6% of their straight time pay in lieu of scheduled vacations.

Where the Employer has tried to notify a casual employee and has been unable to do so, then no violation of this Article will have taken place. The Employer is required to keep records of all calls including the time the calls were made.

It is the employee's responsibility to advise the Employer, in writing, of his/her availability.

Casual employees shall not be considered to have refused work if they are called for shifts for which they have indicated they are not available to work.

4.2 Summer Students

Summer students shall mean an employee who is ordinarily a student engaged in a recognized academic or training program, and who is employed during the April – September period. Such employees shall be hired for special projects not normally done by members of the bargaining unit, and shall receive an appropriate pay rate consistent with a recognized position of the bargaining unit. Summer students shall receive not less than 6% in lieu of vacation and all other benefits contained in this Collective Agreement, the exception being Article 19 Statutory Holidays. The employer shall notify students in writing of their term of appointment, duties, wage, the name of shop stewards and union representative with a copy to the union.

ARTICLE 5 – NO DISCRIMINATION/HARASSMENT

5.1 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 of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, 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.

5.2 Harassment Defined

- a) The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. The Employer shall take such actions as are necessary respecting an employee or an Employer representative engaging in sexual or personal harassment.
- b) Sexual harassment means sexually orientated 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.
- 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, sexual orientation, or gender identity or expression. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person 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; and,
 - distribution or display of offensive pictures or materials.
- f) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.
- g) Personal harassment does not include actions occasioned through the exercising in good faith, of the Employer's supervisory rights and responsibilities.

5.3 Harassment Complaint Procedures

If possible, the complainant will discuss the problem with the person(s) concerned. If the problem is not resolved, or if, the individual cannot discuss the problem with the alleged harasser(s), then the following procedure shall apply:

- a) An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence directly to the Executive Director/Designate. Upon receipt of the written complaint, the Employer shall advise the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- b) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing under this Clause.

- c) The Employer designate and a Union representative shall jointly investigate the complaint and shall submit their reports to the Executive Director/ Designate in writing within fifteen (15) days of receipt of the complaint. The Executive Director/ Designate shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- d) Pending determination of the complaint, the Executive Director/ Designate may take interim measures to separate the employees concerned, if deemed necessary.
- e) 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 his written consent. The Union will be consulted throughout the process.
- f) Where either Party to the proceeding, in conjunction with the Union is not satisfied with the Executive Director/ Designate response, the employee may file a grievance at Step 3 within ten (10) days of the decision.

ARTICLE 6 – UNIION MEMBERSHIP

6.1 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 bylaws 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.

6.2 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 Representative or Steward shall be given an opportunity to meet and make presentations to the new employees during the New Employee orientation for up to sixty (60) minutes without the Employer present. The New Employee orientations are held not less than six (6) times per year. The New Employee Orientation will include respectful workplace training. Employees are paid their regular wages while attending the New Employee Orientation.

The Representative or Steward will provide the new Employee with a copy of the Collective Agreement.

6.3 New Employees or Potential Employees

The Employer agrees to acquaint new or potential 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.

ARTICLE 7 – UNION DUES

7.1 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.

7.2 Deductions

Deductions shall be made from each paycheque and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of all bargaining unit employees, job status, gross wages and dues deducted.

7.3 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 BETWEEN PARTIES & MEETINGS

8.1 Correspondence

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

Both parties shall notify the other of its designate(s) on a quarterly basis.

8.2 Union Members/Use of Facilities

Union meetings including general and/or committee(s) meetings, held on Employer premises shall not interfere with the operation of the Employer.

Premises for such meetings shall not be unreasonably withheld.

ARTICLE 9 – NEGOTIATIONS

9.1 Bargaining Committee

The Employer shall not bargain 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 their Union. In representing an employee, or group of employees, an elected or appointed Representative of the Union shall be the spokesperson.

Each party shall appoint representatives to its Bargaining Committee. The Union and the Employer will advise each other of their committee members.

9.2 Function of the 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.

9.3 Meetings 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.

9.4 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.

9.5 Time off for Meetings

Upon application to and upon receiving the permission of the Executive Director in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than two such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.

ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE

10.1 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.

10.2 Meetings of Committee

The Committee shall meet as required at a mutually agreed time and place. Committee members shall not suffer any loss of pay for time spent in meetings with this Committee.

10.3 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 coordinating meetings and other administrative functions of the Committee.

10.4 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared by the Employer and approved at the next scheduled meeting. Once approved, the minutes shall be provided to the Union and the Employer.

10.5 Jurisdiction of Committee

- a) The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement.
- b) 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.
- c) 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.

ARTICLE 11 – GRIEVANCE PROCEDURE

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, accompanied by a shop steward should identify the matter to their immediate supervisor.

11.1 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.

11.2 Settling of Grievances

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.

11.3 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance may be initiated at Step 3.

11.4 Failure to Act Within Time Limits

Saturday, Sunday and statutory holidays shall not be counted in determining the time within which any such action must be taken under any of the aforementioned steps.

Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, shall result in the abandonment of the grievance. However, the Union shall not be deemed to have prejudiced its position on any further grievance of a similar nature.

11.5 Facilities

The Employer shall supply the necessary facilities for the grievance meetings.

11.6 Time Limits

The time limits fixed in both Grievance and Arbitration Procedure may be extended by consent of the Parties to this Agreement. Such consent to be confirmed in writing.

11.7 Deviation from Grievance Procedure

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

ARTICLE 12 – ARBITRATION

12.1 Arbitration

- a) Should settlement not be reached through Grievance Procedure, either party may refer the matter to arbitration within thirty (30) days after the completion of Step (d) of the procedure.

Written notice must be given by one party to the other of its intention to proceed to arbitration. The question(s) to be arbitrated shall be clearly stated at this time. Upon receipt by one party of the other's notice to proceed to arbitration, the parties shall appoint a single arbitrator. In this case the choice of the arbitrator shall be made within five (5) working days of the receipt of such notice. If the parties cannot reach agreement on the selection of an arbitrator within the five (5) working days, either party may request the Minister of Labour to appoint an arbitrator. (Notice in writing of such request must be provided to the other party.)

- b) The expenses and compensation of the arbitrator shall be paid equally by the parties.

12.2 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.

12.3 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. As the process is intended to be informal, lawyers will not be utilized.
- c) 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.
- d) All decisions of the arbitrator are to be limited to application of that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- f) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- g) The Expedited arbitrator, who shall act as the sole arbitrator, will be selected based on the mutual agreement of the parties. It is agreed that arbitration decisions made under this provision will not be appealed.

ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISMISSAL

13.1 Burden of Proof

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

13.2 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 the dismissal. A copy of the written notice shall be forwarded to the Union within (5) days of the action being taken.

Grievances with respect to suspension or dismissal may be filed at Step 3.

13.3 Right to Have a Steward Present

- a) Where the Employer intends to interview an employee that may lead to discipline, the Employer must notify the employee and the Union in advance of the interview regarding the reasons for the interview in order to allow the employee the right to have his/her Steward present at the interview. This process must not result in an undue delay of the appropriate action being taken by the Employer.
- b) The Steward shall have the right to consult with a CUPE Representative and to have her/him 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.

13.4 Unjust Suspension or Discharge

An employee who have been unjustly suspended or discharged shall be immediately reinstated in his/her 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.

13.5 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.

13.6 Employee Investigations

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 his/her 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.

13.7 Personnel Records

- a) An employee shall have the right at any time to have access to, and review, his/her personnel records with reasonable notice.
- b) 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.
- c) No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- d) An employee shall have the right to make copies of any material contained in his/her personnel record at the Employer's expense.
- e) Any written censure, letters of reprimand/warning and adverse reports resulting from and in disciplinary action shall be removed from the employee's files and destroyed after twelve (12) months from the date it was issued.
- f) The Employer shall not give any information about an employee to anyone without written permission of the employee concerned, except:
 - i) Confirmation of employment
 - ii) Length of service
 - iii) Any other information required by Statute. The employee shall be notified by the Employer if any inquiry is made by Statute.

ARTICLE 14 – SENIORITY

14.1 Seniority Defined

- a) Seniority is defined as the length of service with the Employer as a regular employee. Seniority shall operate on a bargaining unit wide basis.

- b)
 - (1) Casual employees shall accrue seniority on an hourly basis for all hours worked.

 - (2) 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 work day. Regular employees who are returned to less than regular status shall receive full seniority credit for all hours worked.

 - (3) 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.

14.2 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 shall be deemed to be correct unless the Union/employee give notice of corrections to the Employer within at least thirty (30) days of its posting.

A casual seniority list shall be posted bi-monthly.

14.3 Probation for Newly Hired Employees

A newly hired regular employee shall be on probation to determine suitability for continued employment for the first four (4) months. After completion of the probationary period, seniority shall be effective from the original date of employment.

Casual employees hired shall be on probation for the first six hundred and twenty-five (625) hours of work.

The Union understands that the probationary period may need to be extended on a case-by-case basis, and will not unreasonably withhold its agreement.

14.4 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 she/he is absent from work while being compensated by Worker's 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 he/she:

- 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 seven (7) 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 18 (eighteen) months.

14.5 Seniority Outside of 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 ninety (90) 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 expiring the ninety (90) 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.

14.6 Union Consecutive Terms

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

14.7 Probation Appraisal

Prior to completion of the probationary period, each employee shall be appraised on his/her performance by the Employer.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.1 Job Postings

- a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will post notice of the position in the Employer's offices, and 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.

- b) The Employer will endeavor 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.

15.2 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, shifts, wages, or salary rate or range, and hours of work, date of posting, job number, application deadlines, and expected start of the position.

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

15.3 No Outside Applicants

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

15.4 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.

15.5 No Change in Status

Accepting time-limited positions does not change the permanent or casual status of an employee.

15.6 Temporary Assignments

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

15.7 Notification to Employee and Union

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

15.8 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) calendar 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) calendar 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/her former position at the same wage or salary without loss of seniority.

ARTICLE 16 – LAY-OFF AND RECALL

16.1 Lay-off Procedure

In the event of a lay-off, the Employer and the Union shall meet to discuss the situation and the following procedure shall be adopted.

- a) In the exercise of the foregoing it is understood that in the case of a lay-off the workload to be performed by staff who are retained shall not be significantly increased by virtue of the layoff. If a reduction of staff is deemed necessary, employees will be laid off in reverse order of seniority providing those employees retained during the layoff are able to meet the requirements of the then current job description for the job.
- b) A laid off employee shall remain on the recall list for a period of eighteen (18) months. Laid off employees willing to have their names on the recall list shall notify the Employer every three (3) months of their desire for reemployment. Failure to notify the Employer shall cause their names to be struck from the recall list.

16.2 Notice of Layoff

The Employer shall give three months' notice of any impending layoff unless circumstances beyond the control of the Employer prevent the giving of such notice. As a minimum where notice has not been given the Employer will guarantee work or pay in lieu thereof for a period of twenty (20) working days where regular employees with one (1) year or more of service are affected and ten (10) working days where employees with less than one (1) year of service are affected.

16.3 Severance Entitlement

Should a layoff exceed thirteen (13) weeks in duration employees shall receive severance pay as follows:

| | |
|---|----------------------|
| With one (1) year or more of service | six (6) weeks' pay |
| With seven (7) years or more of service | seven (7) weeks' pay |
| With eight (8) years or more of service | eight (8) weeks' pay |

Amounts received under 16.2 above shall be deducted from monies received pursuant to this Article, 16.3.

16.4 Recall Procedure

- a) Employees shall be recalled in the order of seniority as job(s) become available provided they are able to meet the requirements of the then current job description.
- b) In the case of a projected recall the Employer shall contact the employees by telephone or if unsuccessful, by registered mail to the last known address of the employee. A copy of the recall list shall be sent to the Union office.
- c) It shall be the responsibility of the employee on the recall list to keep the Employer informed of her/his address and telephone number.

- d) The recalled employee must indicate her/his intention to return to work within five (5) days of receipt of the recall notice and shall report for work on the day contained in the recall notice.
- e) When recalled, the employee shall retain her/his seniority.

16.5 Lay-off and Recall Procedure/Seniority Application

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority and shall be recalled in the order of their seniority provided they are qualified to do the work. No new employees shall be hired until those laid off have been given an opportunity of recall as herein provided.

16.6 Notice of Recall

Notice of recall shall be made by telephone; if unsuccessful by registered mail to the last address of the employees known to the Employer. A copy of this letter shall be sent to the Union office.

16.7 Grievances

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

ARTICLE 17 – HOURS OF WORK

17.1 Regular Hours

The normal hours of work of regular full time employees shall be seven (7) consecutive hours per day, exclusive of meal times, five (5) days per week.

The normal work day for ECE 1, 2 & 3 and CCW 1, 2 & 3 workers shall be at least four consecutive hours per day and may be extended up to eight consecutive hours per day. Employees working a split shift, in accordance with Article 17.07 Split Shifts, shall not be guaranteed four consecutive hours work.

The core hours of operation of the North Shore Neighbourhood House shall be defined as 7:30 a.m. to 6:00 pm. Monday to Friday, with Statutory Holidays excluded.

Where the employer seeks to change the hours of work of a classification, in a manner that is not already provided for in the collective agreement or as otherwise agreed by the parties, the following shall apply:

The parties by mutual agreement, at the local level, may adjust the hours of work of classifications during the term of this agreement.

HOURS OF WORK YOUTH OUTREACH WORKERS

It is recognized that the Youth Outreach program is a unique program specific to assisting youth in need within the community. The nature of the work requires some flexibility in commencement and completion of shifts for Youth Outreach Workers.

Hours of work for a regular full time Youth Outreach Workers shall reflect the following:

- 35 - 40 hours per week.
- The typical work week shall be Tuesday to Saturday inclusive.
- Youth Outreach Workers with permission of their supervisor may schedule seven hours of work within a twelve (12) hour window during the typical work week provided that ten (10) hours' time off shall occur prior to commencement of any successive shift.
- Shift premiums shall apply for hours outside of 7:30 a.m. to 6:00 p.m.
- Overtime hours incurred shall be compensated in accordance with Article 18 and shall be taken as time off in lieu.
- Accrued overtime time off shall be reconciled within each three-month period unless otherwise mutually agreed between the Employer and the Union. Hours worked for extra ordinary voluntary activity on a scheduled day off shall be recovered as time off with pay.

17.2 Rest Periods

Regular full-time employees shall have a lunch period consisting on at least one-half (1/2) hour (unpaid) but not greater than one (1) hour. Employees working a full shift shall receive one rest period of fifteen (15) minutes in each half of the shift. Employees working less than six and one-half (6-1/2) consecutive hours shall receive one rest period of fifteen (15) minutes.

17.3 Working Schedule

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.

17.4 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.

17.5 Shift Change

- a) All child care employees may be required to work shifts in strict rotation.
- b) One weeks' notice will be given for any change in an employee's shift provided that in the case of emergency less notice can be given. In such emergency case, where an employee is required to recommence work prior to fifteen (15) hours having elapsed since the termination of the employee's last regular period of work, he/she shall be paid at the rate of time and one-half until the said fifteen (15) hours have elapsed.

17.6 Daily Guarantee

- a) An employee, who commences work on his/her scheduled shift, shall receive his/her regular hourly rate of pay for the entire period spent at the employee's place of work, with a minimum of four (4) hours' pay at his/her regular hourly rate.
- b) In any case where any employee –

- i) reports for his/her regular shift but refuses to commence work, or
- ii) commences work but refuses to continue work; he/she shall not be entitled to the minimum payment set forth in Article 17.7 (a).

17.7 Split Shifts

In special circumstances, by mutual agreement, split-shifts may be worked. Where an employee works a split-shift, the shift shall be completed within twelve (12) hours of commencing such shift.

It is understood that there shall be no regularly scheduled "split-shifts" except in School Aged Child Care Programmes, where split shifts are permitted up to three (3) per employee per week, or as agreed between the Union and the employer at the local level.

If the employer determines that the three (3) shifts per employee, per week does not provide for adequate staffing levels the union agrees to meet and discuss the issue.

17.8 Flex Time

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

ARTICLE 18 – OVERTIME

18.1 Overtime

- a) All time worked beyond the normal full-time work day, the normal full-time work week, or on a holiday, shall be considered overtime.
- b) When enrollment warrants, a casual employee will be hired to permit employees to take scheduled breaks. When employees are required to work out of the centre, they will be permitted time off in lieu of breaks. This time should be liquidated by the end of the summer.
- c) **Overtime Authorized**
All overtime shall be at the authority of the Executive Director or other delegate as authorized by the Executive Director, except in situations beyond the control of the employee and to meet licensing requirements. In such cases, approval must be sought within forty-eight (48) hours of the overtime being worked, and such approval will not be withheld unreasonably.
- d) **Time off in Lieu of Overtime**
Employees who work overtime shall choose overtime pay or time off in lieu of overtime pay and shall be given time off at a mutually agreed date equivalent to the number of hours for which she/he would have been paid for the overtime so worked. Compensatory time off in lieu of overtime shall be taken in four (4) hour blocks or more (where a casual is required). Overtime worked in cases other than as provided for in Article 18.1 (c) shall be compensated for as time off and where casual is not required may be taken in blocks of less than four (4) hours.

e) **Special Events**

When an employee is required to work overtime on special events on Saturday and/or Sunday, that employee shall be compensated in accordance with the overtime provisions set out in (e) above. These Saturday or Sunday special events may include, but are not limited to, Carnivals, Open House, Christmas Parties, Board and Staff Seminars and Volunteer Dinners.

f) **Voluntary Overtime**

All employees shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing except where such refusal to work overtime would contravene licensing regulations.

18.2 Overtime Compensation

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 17 or who are requested to work on their scheduled day of rest, shall be paid:

- a) time and one-half for the first two hours of overtime on a regularly scheduled work day: and
- b) double time for hours worked in excess of the two hours referred to in (a) above:
- c) double time for all hours worked in a scheduled day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

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 the necessary 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 the policy will be provided to the Union.

18.3 Callback

Employees called back to work on their regular time off shall be paid a minimum of two (2) hours overtime at the applicable rate or shall be paid at the applicable rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives his/her automobile to work the vehicle allowance from the employee's home to the Employer's place of business and return. The minimum allowance shall be two dollars (\$2.00).

18.4 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 pager, beeper or a cellular phone available during their on-call period, then all the related expenses for such device shall be the responsibility of the employer.

18.5 Meal Allowance

Employees on the Employer's business away from their worksite or out of their region and with the approval of the employer shall be entitled to reimbursement for meal expenses, incurred to the maximum set out below. This article shall not apply to employees who, on a day-to day basis do not work in a fixed location.

| | |
|-----------|---------|
| Breakfast | \$8.50 |
| Lunch | \$10.50 |
| Dinner | \$19.25 |

ARTICLE 19 – STATUTORY HOLIDAYS

19.1 Paid Holidays

The following shall be designated as paid holidays:

- a) New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and 1 floating Holiday.
- 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.
- c) **Entitlement:** All employees shall qualify after they have worked for the employer at least fifteen (15) days in the thirty (30) calendar day period immediately prior to the statutory holiday. Time lost due to illness, vacation, and paid leave of absence (which shall include maternity leave) shall be considered as time worked for the purpose of this section.
- d) **Falls on Scheduled Day Off:** When a designated holiday falls on a scheduled day off, the employee shall be granted equivalent time off without loss of pay at a mutually agreed time.

19.2 Holiday Falling on Saturday or Sunday

For an employee whose normal work week is from Monday to Friday and a holiday falls on a Saturday and is not proclaimed as being observed on another day. The following Monday shall be deemed to be the holiday. When a holiday falls on a Sunday

and is not proclaimed as being observed on another day, the following Monday (or Tuesday, where the preceding section already applies) shall be deemed the holiday.

19.3 Work on Statutory Holidays

- a) An employee who is required to work on a designated holiday shall be compensated at time-and-a-half. In addition Regular full-time employees shall also receive a day off in lieu. The Regular Full Time Employee may choose to bank his/her day off.

- b) Regular Full Time Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of 115 days per year (that is, an average of two days per week plus a minimum of 11 paid holidays). If, at the end of 52 weeks dating from an employee's first scheduled shift in January, an employee has not had 115 days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off falls short of 115 days except for days for which he/she was paid overtime accordance with the collective agreement.

ARTICLE 20 – VACATIONS

20.1 Annual Vacations

- a) Years of service for the purpose of vacation entitlement shall be calculated from the calendar year. Where a new employee has not completed a calendar year of service the Employer shall give her/him a vacation time on a prorated basis for time worked. This will not affect an employee's right to take vacation in advance.

- b) All regular employees shall receive an annual vacation with pay as follows:

The Employer's current practice with respect to the vacation year shall be maintained.

- i) New employees who have been continuously employed at least six (6) months prior of the, commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six (6) months prior to the commencement of the vacation year will receive a partial vacation after six (6) months service based on the total completed calendar months employed to the commencement date.

- ii) Employees with one (1) or more years of continuous service shall have earned the vacation with pay:

| | |
|----------------------------------|--------------|
| 1 years continuous service | 20 work days |
| 2 years continuous service | 20 work days |
| 3 years continuous service | 22 work days |
| 4 years continuous service | 22 work days |
| 5 years continuous service | 22 work days |
| 6 years continuous service | 22 work days |

| | |
|-----------------------------------|--------------|
| 7 years continuous service | 22 work days |
| 8 years continuous service | 23 work days |
| 9 years continuous service | 24 work days |
| 10 years continuous service | 25 work days |
| 11 years continuous service | 26 work days |
| 12 years continuous service | 27 work days |
| 13 years continuous service | 28 work days |
| 14 years continuous service | 29 work days |
| 15 years continuous service | 30 work days |
| 16 years continuous service | 31 work days |
| 17 years continuous service | 32 work days |
| 18 years continuous service | 33 work days |
| 19 years continuous service | 34 work days |
| 20 years continuous service | 35 work days |

20.2 Vacation Period/Preference

- a) The choice of vacation periods shall be granted to employees based on seniority.

Vacation Preference

- b) Preference in the selection and allocation of vacation time shall be determined based on seniority within each work location and /or program.
- c) An employee shall be entitled to receive his/her 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 20.6 (Vacation carryover).

20.3 Splitting of Vacation Periods

Annual vacation for employees with ten (10) days’ vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

1. the Employer’s approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
2. at least one (1) block of vacation shall be at least five (5) days in duration:

Employee’s wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other “first” vacation periods have been approved. Seniority

shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

Annual vacations for employees with less than ten (10) work days' vacation shall be granted in one (1) continuous period.

Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

20.4 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 the Employer.

20.5 Vacation Pay

Upon receipt of fourteen (14) days written notice, the Employer shall pay to the employee, on the pay day immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation being taken, up to the amount of vacation pay earned. An employee shall not receive cash in lieu of vacation time except upon retirement or termination.

20.6 Vacations Non-Accumulative (Carry over)

- a) An employee may carry over up to ten (10) days' vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time. All vacation time not requested for scheduling or carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.
- b) A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.
- c) Vacation time shall not be cumulative from the calendar year to calendar year for employees whose vacation entitlement is equal to or greater than the vacation entitlement set out in the Health Services and Support Facilities Subsector Collective Agreement.

20.7 Call Back from Vacation

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

- a) Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.
- b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred by himself/herself, in proceeding to

his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.

- c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

20.8 Vacation Schedule

- a) On or after January 1st of each year, employees will be called upon to indicate their preference for vacation time, by April 1st of that year. The operational requirements of the Employer shall govern vacation schedules. Preference shall be given to employees in accordance with seniority where the vacation time was requested by April 1st and where vacation periods conflict. The vacation schedule shall be posted by April 30th of each year.

After the vacation schedule has been posted, vacation shall be approved on a first-come-first-served-basis, provided it does not conflict with operational requirements.

- b) Child Care workers will avoid September for holiday time and leave two (2) regular staff in each room or centre.
- c) An employee who does not exercise his/her 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.

20.9 Reinstatement of Vacation Credits

- a) In the event an employee is sick or injured prior to the commencement of his/her vacation, employee shall be granted sick leave and the vacation period so displaced shall be added 1- period if requested by the employee and by mutual agreement or shall be reinstated for use at a later date.
- b) If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreeable to the employee and the Employer.
- c) Earned but unused vacation credits shall be paid to an employee leaving the Employer on her/his final pay cheque, or to his/her estate upon death.

20.10 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during his 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 later day, at a time mutually agreed upon by the employee and the Employer.

ARTICLE 21 – WAGES AND ALLOWANCES

21.1 Schedule “A”

The pay rates for all employees of the Employer covered by this Agreement shall be in accordance with Schedule “A” attached hereto and forming part of this Agreement. Payment of wages shall occur every second Thursday. In the event a new position is established for which there is no pay rate in Schedule “A” such new position shall be subject to the provisions of Article 28.

21.2 Shift Premium

Employees whose assigned shifts include hours worked outside of the core hours as described in Article 17.1, shall be paid a premium of 65 cents per hour for hours worked outside the core hours. Such shifts shall be subject to the approval of the Employer. The shift premium will not be paid in the case of overtime hours.

21.3 Permanent Closure

In case of permanent closure of the North Shore Neighbourhood House each regular employee shall receive three (3) months’ notice or salary in lieu thereof, and probationary employees shall receive two (2) weeks’ notice or salary in lieu thereof.

21.4 Staff Meetings

Child care workers and out of school care workers will attend one (1) four (4) hour meeting per calendar year. Time spent at such meeting will be paid at straight time rates of pay.

21.5 Vehicle allowance

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall be reimbursed in accordance with the current Federal Government guidelines.

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.

- 1) Employees required to travel on Employer business will be compensated for their time in accordance with the provisions of this Agreement and for expenses as supported by appropriate documentation.
- 2) Where the Employer requires employees to undertake work involving the use of their own vehicle and where increased insurance is necessary, the Employer will assume the extra costs of such extra insurance up to a maximum of two hundred dollars (\$200.00).
- 3) The Employer will make every effort to obtain an alternate means of transportation so employees will not need to use their own vehicles.

21.6 Required Certifications

- 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 required to, hold certificates or licenses, the cost of renewing the required certificate or licenses shall be borne by the Employer. Time spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight time.

21.6 Required Certifications

- 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 required to, hold certificates or licenses, the cost of renewing the required certificate shall be borne by the Employer. Time spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight time.

21.7 Personal Property Replacement

Where an employee's personal property, utilized in the performance of his/her duties, is damaged by a client while the employee is carrying out his/her 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 for the insurance deductible where applicable.)

21.8 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.

21.9 Pay of Temporary Transfers/Higher Rated Job/Lower Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position at the Employer's request, at a flat rate of pay he/she shall receive the rate for the job. When an employee temporarily relieves in or performs the principal duties of a higher paying position for which a salary range has been established, he/she shall receive the rate of pay in the salary range which is higher than his/her previous rate. The employee shall qualify for any pay increments based on his/her length of service in a temporary assignment.

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

ARTICLE 22 – SPECIAL AND OTHER LEAVES

22.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at her/his regular rate of pay, from the date of death to and including the day of the funeral, with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed five (5) working days. Any additional leave shall be without pay, or as a charge to earned time off or vacation time.

Immediate family is defined as an employee's spouse, a parent, child, brother, sister, grandparent or grandchild of either the employee or the employee's spouse; or any other person permanently residing in the employee's household. The word "spouse" means a person legally married to the employee or person of the same or opposite sex involved in a common-law relationship with the employee for a period of twelve (12 months) or more.

Compassionate leave may be extended to others beyond the definition of immediate family with pay at the discretion of the Employer.

Employees will be granted up to one (1) full day leave per calendar year without loss of pay to attend a funeral as a pallbearer or mourner.

22.2 Special Leave

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at his/her regular rate of pay to a maximum of ten (10) days per year for the following:

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.

Attend formal hearing to become a Canadian Citizen. One half (1/2) day with pay shall be granted upon the employee providing two (2) weeks' notice of such leave.

Birth or adoption of the employee's child – one (1) day.

22.3 Leave for Court Appearances

- a) The Employer shall grant leave without loss of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. The Employer will pay all related travel costs not paid for by the Courts.
- b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- c) An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.

- d) In the event an accused employee is jailed pending a court appearance, such a leave of absence shall be without pay.
- e) For all the above leaves, the employee shall advise her supervisor as soon as she is aware that such leave is required.

22.4 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 provided 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) days for each leave.
- d) Such leave shall not be unreasonably withheld.

22.5 Staff Development Leave

- a) 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.
- b) An employee shall be granted leave without loss of pay, at his/her basic rate of pay, to take courses (including related examinations), conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs 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.

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 travelling subsistence and other legitimate, applicable expenses.

- c) 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.
- d) Approval of such requests will be given reasonable consideration and leaves pursuant to this Article will be administered in a reasonable manner.

22.6 Leaves of Absence for Official Union Representatives

- a) In the event of discussion being considered necessary by either party during the term of this Agreement relating to rates of pay, hours of work or other working conditions, it is agreed that either party may require the other party to meet in order to carry on such discussion.
- b) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- c) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for medical and dental coverage. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- d) Upon application to, and upon receiving the permission of the Executive Director in each specific case, an official representative of the Union may be granted time off to attend one (1) executive meeting of the Union each month, to a maximum of four (4) hours each month without loss of pay.
- e) Upon application to and upon receiving the permission of the Executive Director in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and CUPE BC Conventions, the annual convention of the BC Federation of Labour, and the triennial convention of the Canadian Labour Congress.
- f) Upon application to, and upon receiving the permission of the Executive Director in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- g) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing his/her duties as an officer of the Union shall not lose his/her seniority in the service of the Employer and shall continue to accumulate seniority while she/he is performing such duties. Upon retirement from his/her duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which his/her former position was allocated and for which she/he is qualified if any position within such class is held by an employee with less seniority than his/her own or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which she/he is qualified.
- h) The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour

Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose his/her seniority in the service of the Employer while on such leave of absence, it being understood that seniority does not accrue during the leave of absence without pay.

Upon termination of such period of office, such an employee may return to the first vacant position for which she/he is qualified in the service of the Employer.

- i) The Union shall provide the Employer with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

22.7 Election Leave

An employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have the required hours off as provided by Statute.

22.8 Leaves of Absence-Continuation of Coverage

Employees on leave of absence for one (1) month or less shall have all health and welfare benefit plans continued. Subject to carrier approval, employees on leave of absence exceeding one (1) month may arrange for the continuation of benefit plans by advance payment of both the Employer and employee portions of the premiums for the period of leave in excess of one (1) month.

ARTICLE 23 – SICK LEAVE

23.1 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or under medical treatment, or because of an accident for which compensation is not payable under the Workers' Compensation Act

No employee shall be discriminated against or lose seniority or be severed due to illness.

23.2 Entitlement

Sick Leave Credits

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of one (1) day per month to a maximum of one-hundred and fifty-six (156) days. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request employee shall be advised in writing of the balance of his/her sick leave credits.

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

23.3 Responsibility to Report

An employee shall be required to report in, by telephone, to her/his Supervisor prior to commencement of the working day unless the expected total period of absence has already been made known to the Employer. When such period has elapsed or is expected to be exceeded, however, the employee shall report before the first (1st) working day following the stated period to her/his Supervisor.

Failure to follow the reporting procedure may jeopardize the employee's right to sick pay unless extenuating circumstances made reporting impossible.

23.4 Medical Certificate

A medical certificate may be required by the Employer as proof of sickness after the employee has been absent for three (3) consecutive days. Such request will be made, where possible, during his/her period of illness, or on her/his first day back. The Employer will pay the cost, upon representation of the bill, of any such certification that it requests. Proven abuse of sick leave shall be deemed cause for suspension or dismissal.

23.5 Appointments

Where it is not possible to schedule dental or doctor's appointments outside the regularly scheduled working hours, employees will be allowed (up to) one-half (1/2) day per month for dental or doctor appointments, up to six (6) days per year.

23.6 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.

ARTICLE 24 – MATERNITY/PARENTAL LEAVE

24.1 Maternity Leave

Every employee who intends to take a leave of absence under this article shall give at least four (4) weeks' 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 four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

a) Maternity and Parental Leave

- i) The employee will be granted leave of absence for a period of not more than fifty-two (52) weeks.
- ii) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery.
- iii) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

- iv) An employee may be required to commence a maternity 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 she is able to perform her duties.
 - v) Maternity leave may be extended for up to an additional six (6) months for health reasons related to the birth or termination of the pregnancy, where a medical practitioner's certificate is presented.
 - vi) The employer shall, upon written request of the employee approve the necessary leave of absence for pre-adoption meetings and appointments as required by the Adoption process. Such approved leaves of absences shall be without pay and shall not normally exceed eight (8) days. However, the employee may access their vacation time, or time off in lieu of overtime – (18.1(d)).
- b) Childcare Leave**
- i) Upon application, an employee shall be granted leave of absence for up to fifty-two (52) weeks following the adoption of a child. The employee shall have to furnish, to the Employer, proof of adoption.
 - ii) Upon application, male employees shall be granted leave of absence for childcare 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 24.1; or
 - 2) on the day the child is born; or
 - 3) on the day the child comes home into his actual care and custody.
- c) Leave Without Pay**
All leave taken under Article 24.1 is leave without pay.
- d) Aggregate Leave**
The aggregate amount of leave of absence from employment that may be taken by one or two employees under Article 20 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks except as provided under Article 24.1 (a)(v).
- e) Return from Leave**
On return from leave, an employee shall be placed in his former position or in a position of equal rank and basic pay.
- f) Benefit Plan**
If an employee maintains coverage for benefits while on maternity, parental or Childcare leave, the Employer agrees to pay the Employer's share of these premiums

for a maximum of fifty-two (52) 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 Maternity, Parental or Child Care leave shall retain the seniority he had accrued immediately prior to commencing the leave and shall be credited with seniority for the period of time covered by the approved leave.

The employee shall be deemed to have resigned on the date upon which his leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if he does not return to work having applied for employment.

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 – BENEFITS

25.1 Health and Welfare Premiums

The premium costs for all Health and Welfare benefits shall be shared eighty percent (80%) Employer and twenty percent (20%) Employee.

25.2 Health and Welfare Plans

Employees shall be entitled to benefits upon completion of the Probationary Period. Benefits during leaves shall be maintained for one (1) year but where the leave is for more than one (1) month benefits must be paid in full by the employee, except where specifically included.

25.3 Health and Welfare Plans Provider

Health and Welfare Plans will be provided through the Health Benefit Trust (HBT) or another competitive carrier who is able to supply equivalent coverage. (See Letter of Understanding Re: Health and Welfare Plans)

25.4 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 his/her probation period maximum of a three-month waiting period.

Coverage under the provisions of these plans will apply to regular full-time and regular part time employees who are scheduled to work 20 regular hours or more per week.

Notwithstanding the clause immediately above, employees hired prior to June 1, 2004 shall retain their eligibility for health and welfare benefits provided they are in a posted position of fifteen (15) or more regularly scheduled hours per week. For those employees, the eligibility for health and welfare benefits shall be fifteen (15) or more regularly scheduled hours per week.

25.5 Termination

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates with the following exceptions:

- 1) Group Life coverage shall continue without premium payment for a period of thirty-one (31) days following the date the employee's employment terminates.
- 2) Accidental Death and Dismemberment coverage shall terminate on the date the employee's employment terminates.
- 3) Long Term Disability coverage shall terminate on the date the employee's employment terminates.

25.6 Definition of Spouse and Other Dependents

"*Spouse*" – includes husband, wife and common-law spouse.

"*Common-law spouse*" means two people who have co-habited as spousal partners for not less than one 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 19 years of age if they are mainly dependent on and living with the employee or their spouse. Coverage may be extended to age 25 where the dependent is a full-time student.

Unmarried physically or mentally handicapped children will be covered to any age if they are mainly dependent on and living with the employee or his/her spouse.

25.7 BC Medical

The Employer shall pay 80% of the regular monthly premiums for eligible regular employees, their spouse, and dependents for medical coverage under the BC Medical Plan.

25.8 Dental Plan

Details of Plan identical to Health Facilities 1998-2001 Collective Agreement except Plan A coverage to include provision for cleaning of 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 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. Orthodontic services are subject to a lifetime maximum of \$2,750 per patient with no run-offs for claims after termination of employment.
- b) The Dental Plan shall cover employees, their spouses and dependent children.

25.9 Extended Health Plan

(Details of Plan identical to the Health Facilities 1998-2001 Collective Agreement through the Healthcare Benefit Trust)

- a) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$225 every 24 months and the allowance for hearing aids will be \$600 every 48 months.
- b) There will be coverage for an eye exam every twenty-four (24) months to a maximum of one hundred dollars (\$100.00).
- c) Physiotherapy treatments will be reimbursed up to five hundred dollars (\$500.00) each calendar year.

25.10 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 \$50,000 and standard 24-hour accidental death and dismemberment insurance until age 65, the amount of coverage shall decrease to \$25,000 until the age of 70, at which time the group insurance coverage will cease. On termination of employment (excluding retirement) coverage for group life shall continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of his/her group life insurance into whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

25.11 Long Term Disability

See Memorandum of Agreement # 1 – Long Term Disability Plan.

25.12 Pension

Eligible employees shall be covered by the provisions of the Municipal Pension Plan after the first 3 months of employment and continue in the Municipal Pension Plan as a condition of employment.

25.13 Employee Assistance Plan

Employees shall be eligible to participate in the Employee Assistance Plan, subject to the plan rules, upon completion of the probationary period.

25.14 Death Entitlements

Regardless of any other benefit payable, if an employee dies, there shall be paid to her/his estate all outstanding wages, holiday pay and any other benefit she/he would have otherwise been entitled to.

25.15 Continuation of Benefits

In the event of a legal work stoppage, the Employer agrees to maintain all coverages including pension contributions and credits, on behalf of all employees and eligible dependents. The Union agrees to reimburse the Employer within sixty (60) days of receipt of invoice for premiums during this period.

ARTICLE 26 – OCCUPATIONAL HEALTH AND SAFETY

Health and Safety consultation re: change of technology or equipment.

This consultation as stated above may include health and safety matters such as the type of equipment to be acquired, maintenance procedures and office set-up including location of equipment, lighting, seating and any other matter which may affect the health and safety of employees.

26.1 Working and Health Conditions

- a) The Employer agrees to maintain good working and health conditions and provide an adequate standard of cleanliness in the employees', work area. Employees shall be consulted respecting the purchase of furniture, supplies and equipment for the workplace. It will be the responsibility of Management to keep all equipment in a safe working order.
- b) The Employer agrees to pay the appropriate assessment rate to ensure Workers' Compensation Board coverage of all employees.
- c) An employee returning to work from an on the job injury shall be reinstated in her/his former position without loss of seniority.

26.2 Cooperation on Safety

- a) A Health and Safety Committee shall be constituted which shall identify potential dangers, institute means of improving the health and safety of employees and obtain information from the Employer or other persons respecting the identification of hazards and health and safety experience and
- b) work practices and standards elsewhere. Time spent in such meetings is to be considered time worked.
- c) It is agreed and understood that the Employer shall initiate and maintain an occupational Health and Safety Program in consultation with the Health and Safety Committee. Such program shall be directed to matters concerning the correction of unsafe conditions and practices and the maintenance of cooperative interests in the safety of the work force. Minutes of the Health and Safety Committee meetings shall be kept with copies forwarded to the Committee members and to the Workers' Compensation Board.

26.3 Cooperation on Duty to Accommodate

The Employer and the Union acknowledge that accommodation is a three-party process and agree to work together in considering all relevant factors. Affected employees will participate fully in the process.

26.4 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 always, 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.

26.5 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.

26.6 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.

26.7 Proper Training

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

26.8 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of a work accident shall be at the expense of the Employer.

26.9 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.

26.10 Computer Display 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 display terminals and to implement the vision testing program as provided in the Letter of Understanding attached to and forming part of this collective agreement.

26.11 Immunizations and/or Protective Clothing

Immunizations and/or protective clothing will be provided by the Employer for those employees working in situations where such protection is required for their health and safety. These provisions include the provision of the Hepatitis B vaccinations.

26.12 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.

26.13 Work Restrictions

No person shall carry out or cause to be carried out any work practice or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

ARTICLE 27 – VIOLENCE

27.1 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 behaviour, which gives the worker reasonable cause to believe that the worker is at risk of injury.

Harassing behaviour 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.

27.2 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 behaviour.

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 briefing, 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.

27.3 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 DESCRIPTION & RECLASSIFICATIONS

- a) The Employer and the Union agree to establish a committee to review and revise job descriptions for all positions covered by this Agreement. The Committee shall consist of two (2) representatives of the Employer and two (2) representatives of the Union. New or revised job descriptions and rates of pay shall be established only after consultation and discussion by the Committee. All job descriptions shall be attached as Schedule "B" to this Agreement.

A job description once reviewed and agreed upon may only be reviewed again after two years, unless there is mutual agreement between the parties to this Collective Agreement to conduct another review. A request for review will not unreasonably withheld by either party.

- b) Rates of pay for the above-mentioned positions shall be set initially by the Employer. The Union shall be informed of the rate or rates which shall stay in effect until agreement is reached between the Parties. Should the Committee fail to reach agreement relating to a rate of pay and/or a job description, the matter may be referred to Step 4 of the grievance procedure and/or arbitration as set out in this Agreement. Any increase in the rate as a result of the foregoing shall be retroactive to the date the rate was first set by the Employer.
- c) The classification and evaluation of new and existing positions covered by this collective agreement shall be determined in accordance with the procedures set forth in the JJEP, and the Maintenance Agreement and Classification Manual dated June 10, 2004.

ARTICLE 29 – TECHNOLOGICAL CHANGE

Technological change means the introduction by an Employer into the work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by him/her in the operation of the work, undertaking or business; and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

29.1 Notice

The Employer will give to the Union in writing at least one hundred and twenty (120) days, notice of any intended technological change that affects the terms and conditions or security of a number of employees in any one work area, to whom this Agreement applies, and alters the basis upon which this Agreement was negotiated.

This notice shall be given in writing and shall contain pertinent information relating to the change including the following:

- a) the nature of the change;
- b) the specific type of equipment to be purchased or rented, if applicable;

- c) the date on which the Employer proposes to effect the change;
- d) the employees likely to be affected by the change;
- e) the effects the change may be expected to have on the employees, health, safety, working conditions, and terms of employment;
- f) all other pertinent information relating to the anticipated effects on employees.

29.2 Consultation

Technological change shall be introduced by the Employer only after the Union and the Employer have consulted regarding the measures to be taken by the Employer to protect the employees from adverse effects. If, within ninety (90) days after the date on which the Union received notification the Union and the Employer fail to agree upon such measure, the matters may be referred by either party to arbitration for the purpose of determining such matter and the technological change shall not be introduced by the Employer until such determination is made and only in accordance with that determination.

In addition, if the Union and the Employer fail to agree on any one or more of the following points, the matter may be referred by either party to arbitration.

Whether or not the Employer has introduced or intends to introduce a technological change and upon deciding that the Employer has or intends to introduce a technological change, the arbitrator may make any one or more of the following orders:

- a) that the change be made in accordance with the terms of this Agreement unless the change alters the basis upon which this Agreement was negotiated.
- b) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitrator considers appropriate.
- c) that the Employer reinstate any employee displaced by reason of the technological change.
- d) that the Employer pay to that employee such compensation in respect of her/his displacement as the arbitrator considers reasonable.
- e) or any other order the arbitrator deems appropriate to the settlement of the dispute.

29.3 Measures

In the event of technological change, the following measures shall be taken:

- a) Any employee who is displaced from her/his job as a result of technological change shall have an opportunity to fill any vacancy, without loss of pay or benefits, provided

such positions are available. If there is no vacancy, such employees shall have the right to displace employees with less seniority, providing the employee is able to meet the requirements of the then current job description.

- b) Where new or further skills are required, affected employees shall, at the expense of the Employer, be given a reasonable period of time without reduction of hours to work or rates of pay, during which they may acquire the skills necessary to equip them for the operation of new equipment or procedures or to qualify for transfer to new positions.
- c) No additional employees shall be hired by the Employer until employees affected by the technological change are allowed a reasonable training period to acquire the necessary skills to retain their employment. Notwithstanding the foregoing, should it be necessary to continue the function of the positions for which employees are being retrained for the period or part of the period of the retraining temporary employees only may be hired for such positions and only until the retrained employee is ready to assume the position.
- d) Failing such measures and should the Union and the Employer fail to agree on compensation for a displaced employee, the matter may be referred by either party to arbitration for an order pursuant to Article 29.2 above.

ARTICLE 30 – GENERAL CONDITIONS

30.1 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

30.2 Contracting Out

- a) It is agreed that positions covered by the Certificate issued to the Union by the Labour Relations Board will not be subject to contracting out of work or services.
- b) It is agreed that no member of the bargaining unit will be laid off as a result of contracting out of work or service.

30.3 Volunteers

“Volunteers” enhance and complement the delivery of services. It is agreed and understood that the volunteers shall only perform work which enhances and complements the work done by members of the bargaining unit. It is understood that program workers will provide supervision and orientation to volunteers which shall not exceed three (3) hours per month.

30.4 Medication

Any employee required to administer medication shall be instructed in writing by the parent of the child to whom the medication is to be administered, and

- a) Medication must be provided by the parents.
- b) A legal waiver will be provided by the Employer that parents must sign to release a person administering the medication on behalf of the Employer from any action for damages.

30.5 Staff Room

Wherever possible the Employer agrees to provide a staff area in each regular work place for the use of the employees. The Employer further agrees to provide a couch, some chairs, a table and an electrical outlet, all in good working condition to furnish the said staff area.

30.6 Clothing

No employee shall be discriminated against because of dress. If protective clothing is required, the Employer shall provide and launder such clothing.

30.7 Child Limit

The number of children for which the daycare is licensed shall not be changed except as provided for in the license. Any changes will be discussed with the employees affected prior to implementing such changes.

30.8 Back-Up Services

The Employer shall provide suitable back-up services for children if the needs of a participant are beyond the capacity of the program. If this is not possible, the participant shall be referred to a suitable agency.

30.9 Cash Shortages

The Employer agrees to abide by the Wage Protection Provisions, part 2 of the Employment Standards Act.

30.10 Training

Regular employees currently holding the position of ECE II and III or Early Childhood Coordinator, are eligible for the reimbursement up to one hundred and fifty dollars (\$150.00) per semester for their Early Childhood License post-basic, upon successful completion of each course.

Reimbursement is set up to a maximum of two (2) courses per calendar year.

30.11 Schedules

The following Schedules, attached hereto, shall form part of this Agreement:

- A – Hourly Pay Rates
- B – Job Descriptions
- C – Letters of Understanding

ARTICLE 31 – TERM OF AGREEMENT

31.1 Duration

This agreement shall be binding and remain in effect until midnight July 31, 2022 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing within one hundred and twenty (120) calendar days prior to termination.

31.2 Amendments to Agreement

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

31.3 Notice of Change

Either Party desiring to propose changes to this Agreement shall, within the one hundred and twenty (120) calendar days prior to the termination date provide notice in writing to the other Party. Upon receipt of such notice by one Party, negotiations for a new agreement shall commence pursuant to Article 9 of the Agreement.

31.4 Agreement to Continue in Force

Where notice to renew the agreement is given, the provisions of this Agreement shall continue in force until a strike or lockout occurs.

Original Memorandum of Agreement signed on June 15, 2021.

AMENDED COLLECTIVE AGREEMENT SIGNED IN THE CITY OF NORTH VANCOUVER, B.C.,
THIS 11 DAY OF January, 2024.

SIGNED FOR AND ON BEHALF
OF CUPE LOCAL 389:




BRIAN WARMAN (Jan 17, 2024 17:45 PST)


Amal Hasan (Jan 22, 2024 12:00 PST)

SIGNED FOR AND ON BEHALF OF
NORTH SHORE NEIGHBOURHOOD
HOUSE:


LISA HUBBARD (Jan 15, 2024 09:15 PST)

SCHEDULE "A"
Wage Grid

| <i>Classification</i> | <i>January 1, 2019</i> | <i>August 1, 2019 1%</i> | <i>August 1, 2020 1.5%</i> | <i>August 1, 2021 1.5%</i> |
|-------------------------------------|----------------------------|----------------------------------|------------------------------------|------------------------------------|
| Accounting Clerk | \$19.93 | \$20.13 | \$20.43 | \$20.74 |
| Secretary/ Receptionist | \$18.69 | \$18.88 | \$19.16 | \$19.45 |
| Clerk Cashier | \$17.12 | \$17.29 | \$17.55 | \$17.81 |
| Accounts Receivable Clerk | \$21.34 | \$21.55 | \$21.88 | \$22.20 |
| Custodial Supervisor | \$21.34 | \$21.55 | \$21.88 | \$22.20 |
| Custodian | \$16.20 | \$16.36 | \$16.61 | \$18.20 |
| Seniors Program Worker | \$17.73 | \$17.91 | \$18.18 | \$18.45 |
| Centre Based Youth Worker | \$17.73 | \$17.91 | \$18.18 | \$18.45 |
| Youth Centre Supervisor | \$18.95 | \$19.14 | \$19.43 | \$19.72 |
| Early Childhood Educator 1 | \$17.73 | \$17.91 | \$18.18 | \$18.45 |
| Early Childhood Educator 2 | \$19.93 | \$20.13 | \$20.43 | \$20.74 |
| Early Childhood Educator 3 | \$23.82 | \$24.06 | \$24.42 | \$24.79 |
| Early Childhood Educator 4 | \$26.21 | \$26.47 | \$26.87 | \$27.27 |
| Childcare Worker 1 OOS | \$17.73 | \$17.91 | \$18.18 | \$18.45 |
| Childcare Worker 2 OOS | \$19.57 | \$19.77 | \$20.06 | \$20.36 |
| Childcare Worker 3 OOS | \$21.34 | \$21.55 | \$21.88 | \$22.20 |
| Childcare Worker 4 OOS | \$23.82 | \$24.06 | \$24.42 | \$24.79 |
| Childcare Support | \$21.34 | \$21.55 | \$21.88 | \$22.20 |
| Family Support Worker | \$22.60 | \$22.83 | \$23.17 | \$23.52 |
| Outreach Youth Worker | \$21.34 | \$21.55 | \$21.88 | \$22.20 |
| Pre-Teen Worker | \$21.34 | \$21.55 | \$21.88 | \$22.20 |
| Family Resource Centre Worker | \$17.73 | \$17.91 | \$18.18 | \$18.45 |
| Recreation Program Coordinator | \$23.82 | \$24.06 | \$24.42 | \$24.79 |
| Family Centre Coordinator | \$23.82 | \$24.06 | \$24.42 | \$24.79 |
| Youth Centre Coordinator | \$23.82 | \$24.06 | \$24.42 | \$24.79 |
| Seniors Program Coordinator | \$23.82 | \$24.06 | \$24.42 | \$24.79 |
| Community Program Coordinator | \$23.82 | \$24.06 | \$24.42 | \$24.79 |
| Volunteer Coordinator | \$23.82 | \$24.06 | \$24.42 | \$24.79 |
| Supported Childcare Consultant | \$26.21 | \$26.47 | \$26.87 | \$27.27 |
| Supported Childcare Consultant – SR | \$27.71 | \$27.99 | \$28.41 | \$28.83 |
| Supported Childcare Admin Asst | \$19.93 | \$20.13 | \$20.43 | \$20.74 |
| Cook | \$19.57 | \$19.77 | \$20.06 | \$20.36 |

* Casuals shall receive the regular rate for the job they are performing.

SCHEDULE "B"
Job Descriptions

1. Accounting Clerk
2. Secretary/Receptionist
3. Clerk Cashier
4. Accounts Receivable Clerk
5. Custodial Supervisor
6. Custodian
7. Seniors Program Worker
8. Centre Based Youth Worker
9. Youth Centre Supervisor
10. Early Childhood Educator I – Day care Program
11. Early Childhood Educator II – Day care Program
12. Early Childhood Educator III – Day care Program
13. Early Childhood Educator IV - Day care Program
14. Child Care Worker I – Out-of School Program
15. Child Care Worker II – Out-of School Program
16. Child Care Worker III – Out-of School Program
17. Child Care Worker IV – Our-of School Program
18. Child Care Support
19. Family Support Worker (FSW) – Outreach
20. Outreach Youth Worker
21. Pre-Teen Worker
22. Family Resource Centre Worker
23. Recreational Program Coordinator
24. Family Centre Coordinator
25. Youth Centre Coordinator
26. Seniors' Program Coordinator
27. Community Program Coordinator
28. Volunteer Coordinator
29. Supported Childcare Consultant
30. Supported Childcare Administration Assistant
31. Cook

LETTER OF UNDERSTANDING # 1

RE: Long Term Disability Plan

The coverage provided by the Long Term Disability Plan shall be in accordance with the recommendations pertaining to Long Term Disability issued by Donald R. Munroe, Q.C. dated May, 28, 1999, and revised June 9, 1999.

The plan shall include the following:

1. The plan shall cover eligible regular employees who have completed their probationary period and shall provide such employees with salary continuation until the age of sixty-five (65) in the event of a qualifying disability.
2. Qualification period - LTD benefits are payable after the employee has been totally disabled and unable to perform the duties of her own occupation for a period greater than six (6) months.
3. Definition of disability:
 - (a) To qualify for long-term disability benefits for the first twelve (12) months (excluding the qualification period), the employee must be unable, because of accident or sickness, to perform the duties of the employee's own occupation.
 - (b) To continue to qualify for long-term disability benefits beyond the twelve (12) months period referenced in (a) above, the employee must be unable to perform the duties of any gainful occupation.
4. Coverage amount - seventy percent (70%) of the first twenty-eight hundred (\$2800) of the pre-disability monthly earnings and fifty percent (50%) on the pre-disability monthly earnings above twenty-eight hundred (\$2800) or sixty-six and two thirds percent (66 2/3%) of the pre-disability monthly earnings, whichever is more.
5. Enrollment in the plan shall be mandatory.

North Shore Neighbourhood House
CUPE 389

Signed for and on behalf of
CUPE Local 389

"Original Signed"

Signed for and on behalf of
North Shore Neighbourhood House

"Original Signed"

LETTER OF UNDERSTANDING # 2

RE: Health & Welfare Benefit Plans

Should there be a change of carrier of all or any of the Health & Welfare Benefit plans any financial savings as a result shall be converted into improving the benefit package.

A change in carrier will require prior consent of the union and the union shall have access to the carrier's agent and all relevant information.

During any period of change of carriers and implementation funds shall be held in trust.

Signed for and on behalf of
CUPE Local 389

Signed for and on behalf of
North Shore Neighbourhood House

"Original Signed"

"Original Signed"

LETTER OF UNDERSTANDING # 3

RE: Child Care Minimum Two (2) Hour Shifts

The parties agree, notwithstanding Article 17.6, Daily Guarantee, the Employer may schedule casual employees for a minimum of two (2) hours without incurring penalty.

The parties further agree, notwithstanding Article 17.6, Daily Guarantee, the employer may schedule Pre-School Special Needs Workers, who perform their duties at a pre-school/daycare that contracts with NSNH, and Front office Administration coverages for a minimum of two (2) hours without incurring penalty.

Signed for and on behalf of
CUPE Local 389

Signed for and on behalf of
North Shore Neighbourhood House

"Original Signed"

"Original Signed"

LETTER OF UNDERSTANDING # 4

RE: Vision Testing

1. It is agreed that a program for vision testing be implemented for employees working on Computers.
2. All employees working on Computers shall undergo regular vision testing prior to, and during their work on a Computer.
3. The vision-testing program shall be in accordance with related W.C.B. guidelines.
4. Where there is a cost associated with a referral for vision testing such cost to be borne by the Employer.
5. The referral form shall be the W.C.B. referral format attached as Appendix "B".
6. It is agreed that when an employee is working steadily on a Computer that a regular 10 minute break per hour from working at the terminal be given. Such a break to be used to perform other duties related to the position.
7. It is accepted as a standard operating procedure that there be a regular review of procedures related to computers as part of the Health and Safety Committee.

Signed for and on behalf of
CUPE Local 389

Signed for and on behalf of
North Shore Neighbourhood House

"Original Signed"

"Original Signed"

APPENDIX B – VISION TESTING

Employee Referral Form Re: Vision Testing

| | |
|---|-------------------------------------|
| Employee name: | Referral Date: |
| Address: | |
| Phone Number: | Birth Date: |
| Department: | Classification: |
| Duration of Employment: | |
| Supervisor (or person responsible): | |
| Company Address: | |
| Symptoms and Duration: | |
| Date of last Eye Examination: | |
| Make and Model of Computer: | |
| Size of Screen Characters: | |
| Size and Print on Source Documents: | |
| Eye level of Display Screen: | above level below |
| Eye Level of Source Documents | above level below |
| Duration Computer Used Daily: | |
| Average Daily Continuous Interval of use: | |
| Viewing Distance from the Computer Screen | keyboard documents |
| Existing Eye Problems: | |

Employee Referral Form Re: Vision Testing

To be completed by Examiner:

| | Right Eye | Left Eye |
|---------------------------|-----------|----------|
| Uncorrected Visual Acuity | _____ | _____ |
| Corrected Visual Acuity | _____ | _____ |
| Accommodation (dioptries) | _____ | _____ |
| Suppression – Yes/No | _____ | _____ |
| Muscle Balance | _____ | _____ |

Distance

Near

Other Eye Pathology:

Treatment Prescribed:

Recommendations:

Signature & Doctor's name

LETTER OF UNDERSTANDING # 5

RE: Staff Training

In recognition that in order to achieve the certification of Early Childhood Education - Special Needs/infant toddler, there is a necessity to complete four (4) practicums of three (3) weeks, the North Shore Neighborhood House shall continue the practice of accommodating two (2) of the practicums to be completed "in-house".

The Employer further undertakes to explore and accommodate where possible, the implementation of an exchange program with other similar facilities.

Signed for and on behalf of
CUPE Local 389

Signed for and on behalf of
North Shore Neighbourhood House

"Original Signed"

"Original Signed"

LETTER OF UNDERSTANDING # 6

RE: Extended Recreational Trips Procedures

Employees who voluntarily accompany clients on extended recreation trips will be compensated as follows:

The Employer shall pay a per diem equivalent to ten (10) hours per day inclusive of departure and return days with overtime and shift premiums applied to all hours in excess of seven (7) hours per day.

No regular employee shall have his/her hours reduced as a result of extended trip activity.

The employee will receive seven (7) hours in lieu time for each day that falls on a regularly scheduled day off during participation in off-site recreational activity.

Overtime hours earned during such activity shall be taken as time off in lieu within three (3) months of occurrence.

All meals and accommodations shall be provided by the Employer for such period of activity and shall be reimbursed for all mileage/vehicle costs or out of pocket expenses incurred or associated with such activity.

Signed for and on behalf of
CUPE Local 389

Signed for and on behalf of
North Shore Neighbourhood House

"Original Signed"

"Original Signed"

LETTER OF UNDERSTANDING # 7

RE: Child Care

The parties agree that, although not a guarantee of placement, whenever possible the employees of the North Shore Neighbourhood House shall receive priority access to North Shore Neighborhood House child care, provided however;

- a) the child/children must meet age requirements and any other appropriate criteria,
- b) as much prior notice of interest shall be given in order to avoid potential disappointment,
- c) in order to determine requirement levels, the Employer shall canvas their employees on a yearly basis,
- d) both parties recognize that there must be reasonable accessibility maintained for the community at large, and
- e) employees with children enrolled in a North Shore Neighbourhood House child care program will receive a five-percent (5%) discount per child.

Signed for and on behalf of
CUPE Local 389

_____ "Original Signed"

Signed for and on behalf of
North Shore Neighbourhood House

_____ "Original Signed"

LETTER OF UNDERSTANDING # 8

RE: Labour Management Committee

A Labour Management Committee shall be established consisting of representatives of the Union and 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.

The Committee shall concern itself with, but not be limited to, the following general matters.

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service.)
- 5) Correcting conditions causing grievances and misunderstandings.

The Committee shall meet not less than four (4) times per year at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent with this Committee.

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.

Signed for and on behalf of
CUPE Local 389

Signed for and on behalf of
North Shore Neighbourhood House

"Original Signed"

"Original Signed"

LETTER OF UNDERSTANDING # 9

RE: Supplementary Vacation

The application of this clause shall be limited to employees of record on June 1, 2004.

All regular employees shall be entitled to the following supplementary vacation.

| Years of Service | Supplementary Vacation |
|-------------------------|-------------------------------|
| After 10 years | 5 workings days |
| After 15 years | 10 working days |
| After 20 years | 15 working days |
| After 25 years | 20 working days |

The supplementary vacation shall be taken once prior to qualifying for the next level. Scheduling of the supplementary vacation will be by mutual agreement between the employee and the Employer.

Signed for and on behalf of
CUPE Local 389

Signed for and on behalf of
North Shore Neighbourhood House

"Original Signed"

"Original Signed"

LETTER OF UNDERSTANDING # 10

RE: To Establish a Joint Committee

The parties agree to establish a Joint Committee with two (2) representatives from each the Union and the Employer.

The purpose of the Committee is to discuss and develop possible opportunities for variable work schedules, where appropriate.

The Committee will be established within two (2) months of ratification.

The Committee will establish term of Reference to be approved by the Union and the Employer.

The Committee will present recommendations to the Union and the Employer by December 31st, 2018.

Signed for and on behalf of
CUPE Local 389

Signed for and on behalf of
North Shore Neighbourhood House

"Original Signed"

"Original Signed"

LETTER OF UNDERSTANDING # 11

RE: New Opportunities and Hours of Work

North Shore Neighbourhood House is always working with its community partners to create new business opportunities. Many of these opportunities require a different work model.

It is agreed and understood that when new opportunities arise, the Parties will endeavor to adjust hours of work or other modifications to support the creation of additional business and work for the staff.

Signed for and on behalf of
CUPE Local 389

Signed for and on behalf of
North Shore Neighbourhood House

"Original Signed"

"Original Signed"

