

COLLECTIVE AGREEMENT

Between

**CO-OPERATIVE HOUSING
FEDERATION OF B.C.
(CHF BC)**

And

**Unifor
LOCAL 3000**



August 1, 2014 – July 31, 2017

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- (a) to maintain and promote harmonious relations between the Employer and the members of the Union and provide settled and just conditions of employment;
- (b) to recognize the mutual value of joint discussions and problem solving concerning matters related to the Federation and the Collective Agreement
- (c) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- (d) to provide an amicable method for final and conclusive settlement without stoppage of work of all disputes between the persons bound by the Agreement respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable; and
- (e) to enable the parties to this Agreement to work together to ensure the services of the Federation are provided as effectively as possible.

1.02 In the event of any conflict between any of the terms of this Agreement and the terms of any other rule, policy or procedure, the terms of this agreement will prevail. However, if there should be a conflict between this Agreement and the Cooperative Association Act or any other applicable legislation, the provisions of the legislation will apply.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Agent

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees, as defined in Article 2.01 (c) hereof, for the purpose of determining all working conditions and conditions of employment.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the life of this agreement which vary the terms and conditions of employment contained herein.
- (c) The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Employer who are covered or may be covered by the certification.

2.02 Performance of Bargaining Unit Work

The Employer agrees with the fundamental principle of retaining for the employees the work normally done by them. Consistent with this, management may perform bargaining unit work as is presently the practice in the workplace and for the purpose of instruction, to overcome technical difficulties, in the case of crisis, emergencies or temporary absences. However, no employee will be made redundant or suffer loss of earnings through an extension to management officials performing work normally done by employees in the bargaining unit.

2.03 Contracting Out

- (a) The Employer shall not contract out work regularly performed by members of the bargaining unit where it would result in the reduction of hours, or layoff or delay of recall of a member of the bargaining unit.
- (b) Notwithstanding 2.03(a), the Employer may contract out work in a manner consistent with current and past practices or where the nature and/or duration of the work makes it impracticable to hire regular employee(s) to do the required work.

2.04 Shop Stewards

- (a) Shop Stewards selected by the Union shall be recognized by the Employer provided the Union has notified the Employer in writing of the names of the stewards. **Reasonable time spent by Shop Stewards to report or resolve grievances or to attend meetings specifically provided for herein shall be considered time worked, provided that such time will not create overtime that is compensated other than at straight time.** It is understood such meetings will not unduly interfere with operations. Only one (1) of the Shop Stewards shall act at any one time. **Under no circumstances shall a Shop Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer or with the management of or direction of the workplace.**
- (b) All new employees will be introduced to the shop stewards if available during the first day of employment during a mutually convenient time.
- (c) The Employer agrees that there will be no discrimination against an employee who is carrying out the duties of a shop steward.

2.05 Union Access to Employer's Premises

The Union Representative(s), duly authorized and with prior notice to the employer, shall be allowed reasonable access to the Employer's premises.

2.06 Bulletin Board

The Employer will provide a bulletin board on the premises for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Shop Stewards.

2.07 Services, Products Produced under Fair Labour Conditions

Where practicable, the Employer undertakes to use services, products, and other materials necessary to the proper functioning of its establishment, manufactured and produced under conditions that are environmentally sensitive and under fair labour conditions.

2.08 Bargaining Committee Lost Time

The employer will pay lost time wages for the bargaining unit employees that participate in the contract negotiations for the renewal of the collective agreement.

ARTICLE 3 - UNION SECURITY

3.01 Check-off Process and Procedure

- (a) The Employer shall deduct initiation fees, Union dues, and assessments upon receipt of a signed authorization by an employee, on the following pay period. Such authorization is to be completed and signed by the employee on commencement of employment. These monies, together with an itemized statement, are to be remitted by the Employer by the fifteenth (15th) day of the month following the month in which the deductions are made. All new employees coming into the bargaining unit shall complete and sign the Union application card. The cards will be supplied to the Employer by the Union.
- (b) Cheques shall be made payable to the Local Union and forwarded to the Local Union Secretary-Treasurer.
- (c) The Employer agrees to show on each employee's T4 slip the amount of dues deducted.

3.02 Membership

All present and future regular employees shall be members of the Union and shall remain members in good standing as a condition of employment. Subject to this Article 3, the Employer shall have no financial responsibility for the fees or dues of any employee, unless the Employer owes an employee sufficient unpaid wages to pay the fees and dues assigned. The Union agrees to indemnify and hold the Employer blameless against any and all suits, claims, demands, or

liabilities that may arise for the purpose of complying with the provisions of this clause.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union recognizes the right of the Employer to operate the business and direct the staff except where these rights have been specifically modified by the provisions of this Agreement and/or applicable legislation.
- 4.02** Actual direction of the staff will be under the authority delegated by the Board of Directors to the Executive Director or Acting Executive Director who may, in turn, delegate any portion of these duties to others who would normally be in the bargaining unit.
- 4.03** The Union further recognizes the right of the Employer to make, alter and enforce reasonable rules and regulations to be observed by the employees.
- 4.04** The Employer agrees to exercise its management rights in a fair and reasonable manner **and in a manner that is not inconsistent with the terms and conditions of this Agreement.**

ARTICLE 5 - DEFINITION OF AN EMPLOYEE

5.01 Probationary Period

- (a) Each employee shall serve a probationary period of ninety (90) calendar days commencing with his or her date of hire. Should the employee be absent from work for any reason, the probationary period will be extended by an equivalent number of days. **The Employer may extend the probationary period by up to a maximum of ninety (90) additional calendar days with the consent of the Union, which consent shall not be unreasonably withheld.**
- (b) As part of the probationary process, the Employer will offer orientation and training to new employees as the Employer deems as necessary. The Employer will provide feedback to the employee on the employee's progress toward reaching the required qualifications.
- (c) Notwithstanding 5.01(b), if the Employer decides that the employee is unsuitable for continued employment, the Employer may terminate the employee's employment at any time during the probationary period.

5.02 Regular Employee

Regular Employee means an employee who is hired for an indefinite term and who has passed the probationary period.

5.03 Temporary Employee

Temporary Employee means an employee hired for a specific project or limited period of time with the definite understanding that the employment may terminate upon completion of the project or at the end of the period of time. The intended term of the assignment will be confirmed in writing. No person shall be employed temporarily for a period of more than ninety (90) working days. Exceptions to this are where a temporary employee is replacing a temporary vacancy created under the provisions of Article 11, Leaves of Absence, or WCB leave, or when extended by mutual agreement between the Union and the Employer.

Temporary employees may apply to vacant regular positions. If, within six (6) months of completing a temporary period of employment a temporary employee is subsequently hired and completes the probationary period as a regular employee, seniority credit will be given for the time worked as a temporary employee.

In the event a temporary employee is hired as a regular employee to perform substantially the same job, the employee's probationary period will be back dated to the date of hire. If the employee has not worked ninety (90) days as a temporary employee they will serve out the time as part of the probation period until ninety (90) days has been reached.

5.04 Casuals

A Casual Employee is defined as an employee who works from time to time on an "on-call basis", but does not work regular scheduled shifts. Casual employees are not covered by the following Articles in this Collective Agreement and will qualify for legislated vacations and statutory holidays - Articles: 6-Seniority, 7-Job Posting and Job Awards, 9-Statutory Holidays, 10-Vacations, 11-Leaves of Absence, 13.03-Health and Safety Committee, 15-Technological, Organizational and Structural Change, 18-Group Benefits, 19-Pension and 21-Paid Education Leave.

5.05 Employment Grant Employee

An Employment Grant Employee is defined as an employee who is hired on a temporary basis by means of an externally secured government or other employment grant. Employment Grant Employees are not covered by the following Articles in this Collective Agreement and will qualify for legislated vacations and statutory holidays - Articles: 6-Seniority, 7-Job Posting and Job Awards, 9-Statutory Holidays, 10-Vacations, 11-Leaves of Absence, 13.03-

Health and Safety Committee, 15-Technological, Organizational and Structural Change, 18-Group Benefits, 19-Pension, and 21-Paid Education Leave.

In the event an Employment Grant Employee is subsequently hired as a regular employee, the employee will commence serving the probationary period as a regular employee under 5.01. Upon successful completion of this probationary period, seniority accumulated as an Employment Grant Employee shall be backdated to the date of hire as a regular employee.

5.06 Volunteers

It is agreed that Volunteers are not employees under this Collective Agreement. The use of Volunteers will be consistent with past practice.

ARTICLE 6 -SENIORITY

6.01 Seniority Defined

Seniority is defined as the length of continuous service with the Employer from date of hire.

6.02 Eligibility for Seniority Entitlement

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to his/her date of hire.

6.03 Seniority Cancelled

Seniority standing shall be cancelled if an employee:

- (a) voluntarily leaves the employment of the Employer or retires;
- (b) is discharged for just cause and not reinstated under the terms of this Agreement;
- (c) is on layoff for more than twenty-four (24) months;
- (d) is recalled to work and does not report to work;
- (e) is appointed to a position not covered by the Collective Agreement for a period in excess of three (3) calendar months;
- (f) is absent without permission for more than three (3) days.
- (g) **is deemed to have resigned under the provisions of Article 11.06.**

6.04 Layoff Procedure

It is recognized that a workforce reduction may become necessary. Any such action will be taken in accordance with the following provisions.

- (a) Where there is limited impact,
 - i. Prior to any layoff notice, the parties will meet to discuss alternatives to layoff.
 - ii. Employees will be provided with thirty (30) calendar days' notice or pay in lieu prior to the date of layoff or a combination of notice and pay.
 - iii. An employee in an affected position will have the right to displace any employee with less seniority, subject only to the Employer being satisfied that they have the ability to perform the normal duties of the position following a one (1) month familiarization period. If the employee is unable to perform the required work, he/she will immediately be placed on layoff with recall rights.
 - iv. Employees who are being displaced by an employee with more seniority will be provided with the same notice and rights as the employee originally affected.
- (b) In the event a significant number of employees are affected by layoff, the parties will address the matter under the provisions of the Labour Code.

6.05 Once laid off, an employee will have recall rights for a period of twenty-four (24) consecutive months from the last date of lay-off.

6.06 Employees who are laid off are required to ensure that the Employer and Union are kept informed of their current address.

6.07 Seniority Lists

The Employer will prepare seniority lists of all employees and present them to the Union within thirty (30) days of the signing of this Agreement. Said lists will commence with the most senior employee, and carry on downward to the most junior employee and shall include addresses and telephone numbers. The Employer agrees to provide the Union with a revised seniority list upon request.

6.08 Employees with four (4) or more years of continuous service and who have been laid off and who have extinguished their right of recall will be provided with three hundred dollars (\$300.00) allowance for the purpose of assisting in searching for other employment.

6.09 Severance

Laid off employees shall choose to accept either:

- (a) Severance pay, in which case they shall extinguish the right of recall; or
- (b) Retain the right of recall according to the provisions of this Agreement.

Severance pay shall be one (1) week for each year of service with the Federation to a maximum of twelve (12) weeks' pay or notice in lieu. For employees with four (4) or more years of continuous service, an incomplete year will be prorated.

ARTICLE 7 - JOB POSTING AND JOB AWARDS

7.01 Job Posting

- (a) Job posting, including temporary vacancies of thirty (30) days¹ and more for positions within the bargaining unit shall be posted for not less than five (5) working days. The Shop Steward and the Union shall receive copies of all job postings. The Employer shall fill job vacancies in accordance with article 7.03 before hiring new employees.
- (b) All applications on posted jobs shall be in writing.
- (c) On the first day the job is posted, the Employer shall send a copy of the job posting by **email** to the home address of every employee who is on layoff, vacation and/or other approved leaves of absence.

7.02 Job Posting Detail

The posting shall contain the following information:

- i. the job title;
- ii. a general outline of the duties and responsibilities;
- iii. the anticipated hours of work per week;
- iv. the applicable wage rate.

If the vacancy referred to herein occurs without advance notice to the Employer, the Employer shall fill the vacancy from amongst employees qualified to perform the tasks of the job until the job posting procedure has been completed. The Employer agrees to promptly award the job according to the selection process outlined herein.

¹ This time may be extended for up to a further thirty (30) calendar days if the trial period of 7.03 (a) is extended.

7.03 Selection Process

- (a) Preference for job awards shall be given to employees who have the necessary skills and qualifications, as determined by the Employer, and seniority. Employees awarded jobs in accordance with this provision are subject to a trial period of thirty (30) calendar days. This time may be extended at the discretion of the Employer for a further period up to a maximum of thirty (30) calendar days. Should the employee be absent from work for any reason, the trial period may be extended by an equivalent number of days.
- (b) Should, during the trial period, the employee be unable to fulfil the job requirements or should she/he decide that she/he does not want to continue in the job, then the employee shall return to her/his former position.

7.04 Awarded Job Posted

Notice of the awarded job shall be posted on the bulletin board within five (5) days of the award and a copy shall be forwarded to the Union.

ARTICLE 8 - HOURS OF WORK

- 8.01**
- (a) Core office hours are seven (7) hours per day Monday through Friday, 9:00 am to 4:30 pm., thirty-five (35) hours per week exclusive of **a thirty (30) minute unpaid lunch period.**
 - (b) The parties recognize that in order to meet operational needs and member requirements, it is understood and agreed that these hours of work must be flexible and may include evening and weekend hours.
 - (c) Nothing in this Agreement shall be construed as a guarantee of work or pay, or of hours of work per day or per week, or of days of work per week. The provisions of this Article are intended to outline the normal or regular hours of work.
 - (d) On the request of the employee, hours and days of work may be changed from time to time if agreed in advance by the Employer. Such agreement is subject to operating requirements but will not be unreasonably withheld. It is understood that such arrangements will not incur overtime.
 - (e) In cases of emergencies, an employee called back to work after completion of his/her scheduled shift, or called in to work on a scheduled day of rest, shall be paid the greater of actual time worked at the appropriate rate of pay, or three (3) hours at straight time.

8.02 Rest Periods

All employees working a shift of six (6) or more hours inclusive of rest periods, are entitled to two (2) paid fifteen (15) minute rest periods, **one (1) before and one (1) after the unpaid lunch period. Employees working at least three (3) hours but less than six (6) hours are entitled to one (1) paid fifteen (15) minute rest period. Paid rest periods and unpaid lunch periods shall not be used to delay the start of a shift or to end a shift early or to interfere with scheduled office openings and closings.**

8.03 Overtime

- (a) All overtime that is worked must be authorized **in writing** in advance unless arrangements have been made with the Executive Director or designate, or there must be a demonstrable emergency with reasons that required the overtime.
- (b) Hours worked as overtime will be accrued as banked hours and may be withdrawn in whole or in part as time off at a mutually agreed upon time. Any unused accrued overtime will be paid out, or must be taken off by the end of each fiscal year, or may be carried over to the subsequent year. It is understood that both parties will make every effort to reach mutual agreement. Where mutual agreement has not been reached, the Employer may require an employee to take designated time off.

An employee who is to receive compensating time off shall be given time off equivalent to the number of hours for which she/he would have been paid.

- (c) An employee shall receive overtime of one and one-half (1.5) times for all hours worked in excess of forty (40) in a week subject to 8.03 (e).
- (d) An employee shall receive overtime of two (2) times for all hours worked in excess of forty-eight (48) hours in a week subject to 8.03 (e).

(e) OVERTIME PROTOCOL

- 1. The following Federation events:
 - Annual and semi-annual meetings
 - Education conferences
 - Delegate **or member** forums
 - Board of directors meetings
 - Standing committee meetings

Summer barbecue/picnic

Are “scheduled events” outside of the employee’s control, and attendance is not optional. Employees are encouraged to arrange their schedules to avoid the accumulation of overtime wherever possible. The Parties agree to compensate overtime caused by “scheduled events” at time-and-a-half for all hours worked in excess of forty hours in a week, and at double time for all hours worked in excess of forty-eight hours in a week.

2. For all other time worked, employees are expected to arrange their work schedules to fall within the specified maximums. Where this is not the case, the employer will assume that employees have exercised their prerogative under Article 8.01 (b) and (d) to work flexible hours that do not accumulate overtime other than at straight time.
3. Written approval must be received in advance from the executive director for all overtime accrued at double time.
4. Subject to paragraphs 1 through 3 above, employees may accumulate overtime without advance authorization up to a maximum of the number of hours in the employee’s regular work week. Advance authorization is required for any overtime worked in excess of this maximum.
5. Since workshop facilitation at scheduled Federation education events is not technically bargaining unit work, employees facilitating such workshops will be paid on a contract basis at the typical rate provided for other instructors. Time spent on such workshops (including preparation time) will not be considered time worked, and will not contribute to the accumulation of any overtime. Activities covered by this section will include contracted consulting services provided by the Federation.

8.04 No Pyramiding

The Parties agree that there shall be no pyramiding of rates of pay, overtime premiums, or other such premiums contained in this Agreement. Time taken off under Article 11.01 will not be included in the calculation of overtime.

8.05 Minimum Pay

- (a) If the Employee has Commenced Work

Four (4) hours will be paid at regular rate, if the employee starts work unless the work is suspended for reason completely beyond the Employer's control, including unsuitable weather conditions, in which case

two (2) hours or the time worked, whichever is greater, will be paid at the regular rate.

- (b) If the Employee has Not Commenced Work

Two (2) hours paid at regular rate, unless the employee is unfit to work or fails to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.

ARTICLE 9 - STATUTORY HOLIDAYS

9.01 Paid Holidays

- (a) Statutory Holidays

Statutory holidays include New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, **Family Day**.

- (b) Winter Holidays

Normal business days occurring between Boxing Day and New Years Day.

- 9.02** Employees shall be entitled to a paid day off on a statutory holiday, prorated for employees working fewer than 35 hours a week, if they have been employed for the thirty (30) calendar days prior to the holiday.

9.03 Statutory Holiday Pay

Eligible employees who do not receive third party insurance payments for the holiday shall receive Statutory Holiday Pay according to the provisions of the Employment Standards Act of British Columbia.

- 9.04** Where statutory holidays occur during an employee's vacation, the day will be recorded as a holiday and not vacation day.

- 9.05** Where a statutory holiday occurs on a Saturday or Sunday, the holiday will be taken on a day mutually agreed between the Union and the Employer.

- 9.06** An employee may exchange a religious holiday not otherwise included for an organizational holiday.

ARTICLE 10 - VACATIONS

10.01 Vacation Entitlement

All regular employees are entitled to paid vacation as follows:

<1 year of service	3 weeks, prorated at 6% of gross annual salary earned
1-3 years of service	3 weeks at 6% of gross annual salary earned
4-9 years of service	4 weeks at 8% of gross annual salary earned
10-15 years of service	5 weeks at 10% of gross annual salary earned
15 years or more	6 weeks at 12% of gross annual salary earned

10.02 Employees may select all or part of their vacation dates by March 1 of each year. Allocation of these requests will be handled in order of seniority subject to operating requirements.

10.03 Remaining vacation dates will be allocated on the basis of first come, first served. The Employer will respond to these vacation requests within seven (7) days of the employee submitting the request.

10.04 Once confirmed, vacation dates cannot be changed except by mutual agreement.

10.05 Where mutually agreed between the employee and the Employer, the employee may transfer vacation from one year to the next year only. However, each employee must take no less than two (2) weeks' vacation in any year for which it is earned.

10.06 Vacation is taken within the calendar year in which it is earned. If an employee leaves employment for reasons other than lay-off with a vacation deficit, the Employer may debit the outstanding amount from the employee's final pay.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Sick and Family Responsibility Leave

(a) For the purposes of this provision, family shall be accepted by the Employer as it is defined by each employee.

(b) For regular and temporary employees only, paid sick leave is earned at a rate of 11.7 hours per month for all employees working thirty-five (35) hours per week. Employees working less than thirty-five (35) hours per week shall earn sick leave on a pro-rated basis. Sick leave may be used only for the following:

- employee or family member illness or injury; or
 - medical or dental appointments for an employee or dependent where the employee is the primary care giver and such appointments cannot be scheduled outside of working hours.
- (c) The use of such time will not be used to create overtime hours.
- (d) Employees may accrue paid sick leave to a maximum of twenty (20) days, prorated for employees working fewer than 35 hours a week. Unused sick leave will carry over from one fiscal year to the next but will not be paid out if an employee leaves employment. Notwithstanding the provisions of Article 11.01 (e), accrued sick leave will never exceed the maximum as defined in this Article, and no employee will be entitled to use more than the maximum paid sick leave in any one fiscal year.
- (e) Accumulation of sick leave will continue during an employee's employment except for periods of unpaid leave. Sick leave may be taken in advance of it being earned, but no employee may use more than ten (10) days of sick leave during that employee's probationary period. If an employee leaves employment for reasons other than lay-off with a sick leave deficit, the Employer may deduct the outstanding amount from the employee's final pay.
- (f) Where an employee has been granted sick leave as a result of an accident, illness or other event for which a third party may be responsible, the employee shall be obliged to reimburse the Employer the amount received from the third party, but in no case shall the reimbursement exceed what the employee received from the Employer in sick leave benefits.
- (g) To qualify for leave of absence under this provision, the employee must provide a medical certificate if requested by the Employer.
- (h) Sick leave may only be used where there is no WCB, ICBC, LTD or other insurance coverage available.

11.02 Maternity And Parental Leave

All employees will be entitled to Maternity and Parental Leave as provided for in the Employment Standards Act with full coverage in benefit and insurance programs continuing unchanged during the term of the leave. The Employer will provide unpaid pregnancy leave of up to 17 weeks and unpaid parental leave of up to 37 weeks. Full coverage for all benefit and insurance programs including pension or RRSP will continue unchanged during the term of the leave.

11.03 Union Business Leave

(a) Incidental

The Employer will grant a reasonable leave without pay for conventions, rallies or elections. Such permission is subject to operating requirements but will not be unreasonably denied. Application for leave will be made at least fourteen (14) calendar days in advance.

(b) Full-Time

An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted an unpaid leave for that purpose. The Union will advise the Employer of the name of such employee, the term of the leave and the purpose at least thirty (30) calendar days in advance. The Union will repay the Employer for the Employer's costs incurred in employee benefit plans and the employee will continue to pay their contributions to the Employer.

11.04 Jury Duty Leave

Employees will be entitled to paid leave, with full coverage in benefit and insurance programs continuing unchanged, for the period required to:

- (a) be available for jury selection;
- (b) serve on a jury;
- (c) attend by subpoena or summons as a witness in any proceeding held under the authority of any body that is authorized by law to make inquiry and to compel the attendance of witnesses before it.

Such paid leave will be provided for a maximum of two (2) weeks except that the Employer may continue paid leave for a longer period under special circumstances. Where paid leave ceases following this two (2) week period, the employee may continue on unpaid leave with full coverage in benefit and insurance programs continuing unchanged during the term of the leave.

Any payment the employee receives for attendance at any of the above proceedings, other than payment for incidental, accommodation and travel expenses, must be declared and will be deducted from the employee's regular salary for the period of the paid leave.

11.05 Educational Leave

- (a) Job-related professional development for employees, at the request of the Executive Director and with the approval of the Appointee, shall be paid by the employer and time off may be taken if courses cannot be planned

during working time. Costs are to be covered by the Employer and upon successful completion of the courses all course textbooks and materials become the property of Employer.

- (b) Courses taken on employees' own time for developmental purposes are designed to encourage self-development and to provide financial assistance to employees who successfully complete approved educational courses. Upon successful completion of courses recognized by the Employer and approved of in advance of registration by the Executive Director for the course, employees shall be reimbursed fifty percent (50%) of tuition. Reimbursement is considered a taxable benefit included on T4 slips and is tax deductible for the employee. All course textbooks, materials, and products written are the property of the employee.
- (c) This clause will be administered according to Canada Revenue Agency guidelines for taxable benefits.

11.06 Personal Leave

Subject to operating requirements, with thirty (30) days notice, regular employees may be allowed leave without pay for up to twelve (12) months for education, civic duty or for other personal reasons. Such leave will not be unreasonably denied. The employee may continue their participation in benefit and insurance programs during the leave subject to arrangements being made for the employee's advance payment of both the Employer's and the employee's portion of any premiums. The Employer is not obligated to retain such temporary employees who are hired as replacements for such situations, regardless of whether or not the regular employee returns.

Unless the Employer agrees otherwise in advance and in writing an employee who is absent under this provision for more than twelve (12) consecutive months shall be deemed to have resigned his or her position. The Employer shall issue a written notice of this provision to the employee by registered mail addressed to the last known home address of the employee, copied to the Union, at least thirty (30) days before the expiry of the twelve (12) month period.

11.07 Bereavement Leave

When death occurs to a member of an employee's immediate family as defined in 11.01(a), upon request, the employee may be granted up to seven (7) days off with pay per year. Additional time without pay may be granted upon request.

ARTICLE 12 - HUMAN RIGHTS - NO HARASSMENT AND DISCRIMINATION

12.01 Definitions

- (a) "Discrimination" means any conduct that is prohibited under the BC Human Rights Code and regulations and amendments made thereto by reason of race, creed, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation, age or because of union membership or participation in Union activities.
- (b) "Harassment" means a course of vexatious comment or conduct arising from one or more of the prohibited grounds under the provisions of Article 12.01 (a) that is known or ought reasonably to be known to be unwelcome. Harassment includes sexual harassment as defined in Section 12.01 (c) and may also include:
- i. verbal abuse or threats, unwelcome remarks, unwelcome jokes and practical jokes, innuendo or taunting;
 - ii. displaying pornographic, racist or other offensive or derogatory images;
 - iii. unwelcome invitations or requests whether implied or explicit;
 - iv. intimidation;
 - v. leering or other unwelcome gestures;
 - vi. demeaning behaviour undermining a person's self respect;
 - vii. physical assault or any unwelcome physical contact such as touching, patting, pinching and punching.
- (c) "Sexual Harassment" means
- i. physical sexual contact of any kind;
 - ii. vexatious comment or conduct with sexual overtones;
 - iii. sexual advance or solicitation made by a person who is in a position to grant or deny a benefit to another;
 - iv. reprisal or threat of reprisal for rejecting the sexual advance of a person in a position to grant or deny a benefit to another person.

Harassment or sexual harassment is coercive or one-sided. It must be directly related to work or incidents in the workplace, or, if an incident has occurred outside the workplace, it must have an impact on the terms and conditions of the

complainant's employment and/or significantly affect relationships in the workplace. This is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees. Relationships existing with the express consent of both parties shall not constitute harassment.

12.02 No Discrimination or Harassment

- (a) Every employee has the right to work in an environment that is free of discrimination and harassment. The Employer recognizes the diverse composition of its workforce and will not allow its workforce or workplace to become a forum for the expression of prejudice or the practice of discrimination or harassment.
- (b) It is the policy of the Employer to recognize the worth of each member of the workforce and to provide for equal rights and opportunities without discrimination or harassment. It is the responsibility of every employee to assist in enforcing this policy.

12.03 Notification

The Employer will post this policy in a conspicuous location in the workplace.

12.04 Complaint Procedure

An employee who believes that he or she has been harassed or discriminated against should:

- (a) recognizing that it may not always be possible to do so, immediately inform the alleged harasser either verbally or in writing that his or her behaviour is unacceptable and must stop;
- (b) make detailed notes of the alleged incident or incidents of harassment;
- (c) if unable or unwilling to discuss the problem with the alleged harasser or if discussion does not resolve the problem, report the incident to the Union representative of their choosing, the employee's supervisor or the Executive Director. If the complaint concerns the actions of the Executive Director, it should be reported to any one of the Board of Directors' members authorized to deal with such matters. Designated Board members are any one of the following: President, Secretary, Vice-President or Treasurer.

12.05 Investigation of Complaint

Where a Union representative or a supervisor learns of a complaint of alleged harassment, that person will immediately inform the Executive Director or, if the incident involves the Executive Director, any one of the Board of Directors' members authorized to deal with such matters.

Initiation of investigation of the complaint will take place as soon as possible. Within fifteen (15) calendar days of the investigation, if it is found that harassment has occurred, appropriate action will be taken against the harasser by the Executive Director, or where the alleged harasser is the Executive Director, by the Board of Directors.

Where the complaint was brought to the attention of the Employer by the Union, the Union will be kept fully apprised of the status of the complaint and its disposition.

- 12.06** Information relating to the personal background, lifestyle or mode of dress of the employee alleging harassment may not be taken into consideration in assessing a complaint.
- 12.07** It is not necessary that harassment is objected to at the time of the incident. Harassment may be found to have occurred if it can be reasonably assumed that the alleged harasser's behavior would be unwelcome. Complaints of harassment or discrimination must be filed within ninety (90) days of the incident.
- 12.08** Pending investigation of the case, an employee complaining of harassment has the right to discontinue contact with the alleged harasser without incurring any penalty.
- 12.09** At every step of the procedure, complaints involving allegations of harassment will be handled with all possible confidentiality. In the resolution of any complaint which is found to have merit, it will be the harasser who will be made to suffer any penalty or perceived penalty, not the complainant.
- 12.10** An employee alleging harassment has the right at all times to take the matter to the B.C. Human Rights Commission instead of or in addition to following the above procedure.
- 12.11** Persons found to be guilty of harassment or making vexatious or frivolous allegations may be subject to discipline.
- 12.12** Should the employee alleging harassment not be satisfied with the outcome of the investigation, the employee shall have the right to initiate a grievance pursuant to Article 17.04 of the Collective Agreement.

ARTICLE 13 - HEALTH, SAFETY AND ENVIRONMENT

13.01 Governing Regulations

Regulations governing workplace safety are contained in the Occupational Health and Safety Regulations administered by the Workers' Compensation Board of British Columbia.

13.02 Employer's Responsibility

The Employer shall make all reasonable provision for the occupational health and safety of employees. Each employee is expected to take all reasonable precautions in performing his/her work and abide by all safety rules and procedures.

The Employer shall work towards the goal of providing a safe work environment at all work sites that meets reasonable standards of comfort of undue physical strain, is suitably equipped and provides access to a public washroom.

13.03 Health and Safety Committee

The function of the Health and Safety Committee shall be to assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the industrial health and safety program, and shall promote compliance with WCB regulations.

The Health and Safety Committee shall be notified of each accident or injury and may, subject to agreed committee procedures, investigate and report to the Union and Employer on the nature and cause of the accident or injury.

13.04 Injury Pay

An employee who is injured while at work and is required to leave for treatment or is sent home by the Employer for such injury shall receive payment at his/her regular rate of pay for the remainder of his/her shift. If required, transportation to a medical facility or to their place of residence will be arranged at no cost to the employee.

13.05 No Smoking Workplace

The Employer will maintain a "NO SMOKING" policy within the workplace.

13.06 Right to Refuse

No employee shall be disciplined for refusing to perform work which is found to pose an undue hazard to the health or safety of any person, or because he/she

has acted in compliance with the WCB regulations or an order made by an officer of the WCB.

13.07 Mobile Phone

To help minimize safety risks to employees, the Employer will provide a mobile phone at no cost to employees attending evening meetings or working outside the office.

ARTICLE 14 – GENERAL PROVISIONS

14.01 Liaison Committee

The Union and Employer recognize the importance of regular communication and sharing of information for the maintenance of a healthy and constructive relationship between Union, Management and employees.

It is the intent of the Employer to hold regular staff meetings which all staff members are invited to attend. In general, the purpose of these meetings is to examine, discuss and make recommendations concerning matters of mutual interest. Minutes shall be recorded and forwarded to the Union and a copy posted in the Staff Minute Book.

14.02 Savings Clause

If any provision of this Agreement is rendered invalid by federal or provincial statute or by decision of a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. The parties will confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

14.03 Headings

Headings are included in this Agreement for convenience of reference only, and shall not be used to interpret, modify or alter the substantive language of this Agreement.

14.04 Medical Examination

For repetitive absences or absences due to lengthy illness or injury:

- (a) Employees may be required, at their own expense, to provide a medical certificate verifying that the employee is unable to carry out his/her normal duties.

- (b) The Employer may require an employee to take a medical examination by a physician who will complete a medical protocol or report indicating whether or not the employee is able to carry out his/her normal duties. Any resulting charge by the physician which is not paid by the employee's medical insurance plan, will be paid by the Employer.

ARTICLE 15: TECHNOLOGICAL, ORGANIZATIONAL AND STRUCTURAL CHANGE

15.01 Definition

"Technological Change" means the installation of new, advanced mechanical equipment or a substantial change in data processing systems which would result in employee displacement or the need for specialized training.

15.02 Consultation

After receipt of notice under the provisions of Article 6.04(a), the parties will meet to discuss the impacts of the change and identify which employees might be affected.

15.03 Procedure

Employees affected by the technological change will be given the opportunity to transfer to a current vacant position or displace a less senior employee under the provisions of Article 6.04(a). The Employer shall provide training for an employee displaced under this Article provided the employee has the necessary qualifications for the new position.

ARTICLE 16 - DISCIPLINE

16.01 Just and Reasonable Cause

An employee bound by this Agreement may only be disciplined for just and reasonable cause.

16.02 Right to Shop Steward

When receiving discipline which will become part of the employee's record, an employee shall have the right to a shop steward being present if one is available.

16.03 Access to Personnel File

The Employer agrees that an employee shall have access to his/her personnel file. Request for access to an employee's personnel file shall be made in writing and scheduled at a mutually convenient time. The file and its contents cannot be removed from the office and a representative of the Employer will be present at

all times. The employee shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries in his/her file.

16.04 Signing of Written Discipline

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

16.05 Recording of Complaints

Where a complaint is to be recorded against an employee it shall be made in writing. No complaint shall be recorded against an employee nor used against him/her at any time unless the employee is advised accordingly in writing as soon as possible after the Employer has completed an investigation of the facts surrounding the incident or occurrence giving rise to the complaint

16.06 Written Reasons

The Employer shall set out its written reasons for any discipline resulting in the suspension or discharge of an employee.

16.07 Legal Picket Line

An employee shall not be disciplined for honouring a legal picket line.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01 Definition and Recognition of a Grievance

Any complaint, disagreement or differences of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance.

17.02 Step One

The employee will make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by a Shop Steward. Within three (3) working days following the initial discussion of the matter, the Employer shall provide a verbal answer to the complaint.

17.03 Step Two

- (a) At this step, notice of the grievance, in writing, must be filed with a person designated by the Employer within ten (10) working days after the occurrence of the alleged grievance or when the employee should have

had knowledge of the occurrence, otherwise the grievance will be deemed to be abandoned.

- (b) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated and the employee(s) involved.
- (c) The parties including the employee, the shop steward and a person or persons designated by the Employer shall meet to discuss and attempt to resolve the dispute.
- (d) The Employer's representative must answer the grievance in writing within ten (10) working days of the meeting of the parties.

17.04 Step Three

- (a) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, an attempt to resolve the grievance shall be made at a meeting between the employee, the shop steward, the Union representative, the Executive Director and person(s) designated by the Federation.
- (b) This Step must be taken by notice in writing, within five (5) working days of the date on which the written answer was delivered in Step Two.
- (c) The Employer's representative must answer the grievance in writing within ten (10) working days of the meeting of the parties.

17.05 Step Four

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Three, within fifteen (15) working days of receipt of the answer at Step Three, the matter may be referred to one of the Alternate Dispute Resolutions per Article 17.06. If the matter still remains unresolved within fifteen (15) working days of the conclusion of the procedures under 17.06, it may be referred to Arbitration.

17.06 Alternate Dispute Resolution

The parties may at any time, agree upon any of the alternate dispute resolution procedures available under the Labour Code of British Columbia.

17.07 Policy or General Grievance

The Union or the Employer may file policy, or general grievances. Such grievances shall be filed at Step Three of the Grievance Procedure.

17.08 Time Limits

A grievance or dispute shall commence and proceed through the Steps of the Grievance Procedure within the time limits provided otherwise it shall be deemed to be settled on the basis of the last reply received by the grievor. The time limits may be extended by mutual consent of the parties.

17.09 Persons Authorized to Deal With Grievances

- (a) The union agrees to provide the Employer with a written list of the names of any persons other than Shop Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union.
- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer.

17.10 Arbitrators

- (a) The parties have agreed that for the term of this Agreement the persons named below will be recognized as "Arbitrators" subject to receiving their respective consents to their appointment.
- (b) The selection of a particular named individual shall be done on a rotation basis starting with the first name on the list.
- (c) The named Arbitrators shall be:

Allan Hope

Joan McEwen

Colin Taylor

- (d) Binding Decision

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

- (e) Jurisdiction of Arbitrator

The arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

- (f) Cost of Arbitrator

The Union and the Employer shall bear equally the fees and expenses of the arbitrator. Each party shall bear the expenses of its representatives,

participants, and witnesses and of the preparation and presentation of its own case.

ARTICLE 18 – GROUP BENEFITS

18.01 The Employer shall make available to all regular and temporary employees who are scheduled to work fifteen (15) hours or more per week, and their spouses (including same sex spouses) and dependents, the right to receive benefits under the group insurance benefit plan, as amended from time to time. Coverage for group insurance benefits will commence the first (1st) day of the month following completion of the ninety (90) days waiting period which begins on the first day of employment

18.02 The actual insurance benefits are provided under the contracts of insurance between the Co-operative Housing Federation of Canada of which the Employer is a member, and the insurance carrier. That contract does not form part of this Agreement. Eligibility for benefits is governed by the insurance contract and any disputes arising shall be resolved in accordance with the terms of that contract.

18.03 The obligation of the Employer under this Agreement is restricted to the payment of premiums, or the portion of premiums, as applicable, to the insurance carrier. The Employer has no responsibility for the administration of any insurance policy.

18.04 The selection of the insurance carrier for any benefits referred to in this Article is in the sole discretion of the Employer, provided that the benefit coverage provided by the new carrier, considered as a whole, is comparable to the benefit coverage at the time of execution of this Agreement. Eligibility requirements will be equivalent to those available to employers of comparable size to CHF BC.

18.05 The Employer shall make available descriptions of the benefits offered, the eligibility requirements, and the procedures for obtaining benefits.

18.06 Premium Payments

(a) Group Insurance Benefits

The Employer shall pay seventy percent (70%) of the total premium costs for the benefits that apply to each eligible employee in the plan and the employee will pay thirty percent (30%) of the cost.

Where applicable, the employee's portion of the cost shall be deducted from each eligible employee's earnings on a monthly basis.

(b) Long Term Disability

One hundred percent (100%) of the cost shall be paid by the employee.

18.07 BC Medical Services Plan

One hundred percent (100%) of the cost of MSP shall be paid by the Employer. The MSP will be provided without cost to the employee from the beginning of the first full calendar month following date of employment. Payment of MSP will apply to all employees regardless of the number of hours worked.

- 18.08** Except as provided by the legislation, where an employee takes a leave of absence without pay, the Employer shall not be required to continue paying its portion of the premiums for that employee's health and welfare benefits beyond the first thirty (30) days of the leave. Subject to the approval of the insurance carrier, the employee shall be given the option of paying the Employer's share of such premiums for the duration of his or her leave of absence provided such payments are made in advance in accordance with the procedures established by the Employer.

Retiree Benefits

Provided the current insurance carrier allows benefit coverage for retired employees, it is agreed that the employee will pay 100% of the premium for Extended Health and Dental benefits and if the employee fails to pay the premium, the Employer is in no way responsible for payment.

ARTICLE 19 - PENSION

- 19.01** Beginning in August of each year and monthly thereafter the Employer will deposit an amount equal to one twelfth (1/12) of five percent (5%) of each regular employee's previous year's gross salary into a registered retirement savings plan or registered pension plan. The financial institution will be chosen by the employee. However, if all employees agree to participate in a registered pension plan, the carrier will be chosen by the Employer following consultation with the employees.
- 19.02** In order to qualify for the Employer's contribution, all participating employees must contribute 2.5% of their previous year's gross salary resulting in a combined Employer/employee total contribution of 7.5% annually.
- 19.03** Employees can decide not to participate in the plan in which case the employer will not contribute on the employee's behalf. Once the employee decides to participate the employee does not have the option of opting out.
- 19.04** The pension plan will be locked in until the employee either retires or leaves the organization. Should the employee leave the organization part way through a month, then the amount of the contribution will be prorated on the gross salary that is due on the last day of employment.

19.05 If an employee is on any approved leave as provided for in Article 11 excluding 11.03b and 11.06, all benefit coverage and insurance programs including Pension or RRSP will continue unchanged during the term of the leave.

ARTICLE 20 - EXPENSES

20.01 Employees will be reimbursed for reasonable and necessary travel expenses actually incurred in the performance of authorized business. Travel between the employee's home and the place of work is excluded except on weekends and holidays.

20.02 Out Of Town Travel

- (a) When an employee is on approved travel and/or is out of town overnight, actual approved expenses which are supported by receipts will be reimbursed for air, rail public transit, taxi, parking, car rental and reasonable accommodation costs. For the purposes of this provision, out of town travel will be defined as any work which includes an overnight stay and/or travel outside Greater Vancouver for Vancouver based employees or outside Greater Victoria for Vancouver Island employees.
- (b) Where an employee uses his/her own vehicle, he/she will be reimbursed the lesser of **forty eight cents (\$0.48)** per kilometer driven or the applicable air or train fare for the same trip. If there is an increase in the per kilometer rate for the Board of Directors, the same will apply to this Agreement.
- (c) Employees are entitled to a per diem food and sundry allowance of up to **one hundred dollars (\$100.00)** per day when on authorized CHF BC business for a whole day or more. If there is an increase in the per diem rate for the Board of Directors, the same will apply to this Agreement
- (d) Accommodation arrangements are to be of appropriate standard of quality at a reasonable price. Air travel arrangements are to be at the lowest cost given reasonable times for arrival, departure and connections.

20.03 Meal Allowances

Where an employee works ten (10) or more hours in a day or on a weekend or holiday, the meal allowance shall be the current allowance for the Board of Directors.

20.04 Child Care

Employees will be reimbursed for actual child care expenses where care is required for authorized overtime at a rate of **eight dollars (\$8.00)** per hour for

one child, plus \$2.00 per hour for each additional child up to a maximum of **one hundred dollars (\$100.00)** per day.

20.05 Expense Claims

- (a) All expense claims, except for meal allowances and public transit expenses, must be substantiated by receipts.
- (b) Expense reports must indicate the purpose of travel.
- (c) Expenses must be claimed within one (1) month of the end of the month in which they were incurred.
- (d) Expense claims are subject to authorization by the Executive Director.

ARTICLE 21: PAID EDUCATION LEAVE

21.01 The Employer agrees to pay into a special fund, \$0.03 per hour for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, UNIFOR. Cheques shall be made payable to:

UNIFOR Leadership Training Fund
UNIFOR
205 Placer Court
Toronto, ON M2H 3H9

SOCIAL JUSTICE FUND

The employer will make annual contributions to the Social Justice Fund of \$250.00.

ARTICLE 22 - DURATION

22.01 (a) This Agreement shall be in force and effect from **August 1, 2014 up to midnight, July 31, 2017** and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement

Arnold Sang
Committee Member

Ellen Marie Moreira
Vice President, Local 3000

APPENDIX "A"**WAGES**

Year One 2014 - 2015 effective August 1st, 2014					
Seniority	Admin Asst	Office & Program Assistant	Coordinator	Officer	Director
0-24 months	\$20.41	\$21.88	\$24.09	25.92	\$27.78
25-48 months	\$22.25	\$23.71	\$25.93	\$28.06	\$30.22
49-72 months	\$24.09	\$25.56	\$27.78	\$30.22	\$32.67
73 + months	\$25.31	\$26.77	\$28.98	\$32.05	\$35.12
Year Two 2015 - 2016 effective August 1st, 2015					
Seniority	Admin Asst	Office & Program Assistant	Coordinator	Officer	Director
0-24 months	\$20.82	\$23.32	\$24.57	\$26.44	\$28.34
25-48 months	\$22.70	\$24.18	\$26.45	\$28.62	\$30.82
49-72 months	\$24.57	\$26.07	\$28.34	\$30.82	\$33.32
73 + months	\$25.82	\$27.31	\$29.56	\$32.69	\$35.82
Year Three 2016 - 2017 effective August 1st, 2016					
Seniority	Admin Asst	Office & Program Assistant	Coordinator	Officer	Director
0-24 months	\$21.28	\$23.79	\$25.06	\$26.97	\$28.91
25-48 months	\$23.15	\$24.66	\$26.98	\$29.19	\$31.44
49-72 months	\$25.06	\$26.59	\$28.91	\$31.44	\$33.99
73 + months	\$26.34	\$27.86	\$30.15	\$33.34	\$36.54

