

# **COLLECTIVE AGREEMENT**

**BETWEEN**

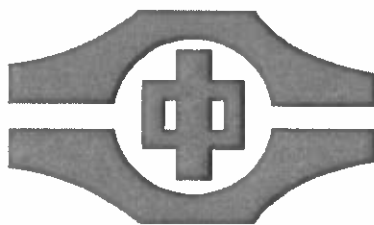
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004**



**AND**

**S.U.C.C.E.S.S. HOUSING SOCIETY**

**SOLHEIM PLACE, 251 UNION STREET, VANCOUVER, B.C.**



**S.U.C.C.E.S.S.**

**APRIL 1<sup>st</sup>, 2016 to MARCH 31<sup>st</sup>, 2019**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

It is the purpose of both parties of this Agreement:

- 1) to improve relations between the Employer and the Union and provide settled and just conditions of employment;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- 3) to encourage efficiency in operations;
- 4) to promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.

## **ARTICLE 2 - TERM OF AGREEMENT**

- 2.1 This Agreement shall be for the period from and including 01 April 2016 to 31 March 2019 and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice, to require the other party to the Agreement to commence bargaining.

Where the notice is not given by either party, sixty (60) days or more prior to the expiry of the Agreement, both parties shall be deemed to have given notice sixty (60) days prior to the expiry.

- 2.2 Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other terms or condition of employment) until:
- (a) the Union commences strike action; or
  - (b) the Employer locks out its employees; or
  - (c) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

## **ARTICLE 3 - UNION RECOGNITION**

### **3.1 Bargaining Agency**

It is understood and agreed that the Union is the sole and exclusive bargaining authority for S.U.C.C.E.S.S. Housing Society employees at the housing site known as Solheim Place, 251 Union Street, Vancouver, BC except those specifically excluded by mutual agreement of the Employer and the Union. Neither the Employer nor any employee shall enter into any written or verbal agreement as to working conditions exclusive of this Agreement, except as negotiated between the parties to this Agreement.

## **5.2 Shop Steward**

The Employer agrees to recognize Shop Steward(s) as the employee's representative(s) and will accord a hearing to the Steward(s) for the settlement of disputes and grievances.

## **5.3 Access to Work Site**

A representative of the Union shall be permitted to enter any work site in the interest of the employees covered by this Agreement.

## **5.4 Access to Documents**

In the event of a complaint respecting an employee's pay, a representative of the Union shall have access to work schedules and/or pay records.

## **5.5 Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

## **5.6 Labour/Management Committee**

The parties to the Agreement agree to retain a joint Employer/Employee Committee which will meet as required to make recommendations to the parties on all matters of mutual interest. Meetings shall be held within thirty (30) days of a request by either party.

## **5.7 Interviewing Opportunity**

On commencing employment, the employee's supervisor shall introduce the new employee to his/her Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of one (1) hour during the first (1<sup>st</sup>) day of employment for the purpose of acquainting the new employee with the benefits and duties of the Union membership and his/her responsibilities and obligations to the Employer and to the Union.

## **5.8 Eating in the Workplace**

It is agreed there will be no eating in the site office except during hours when the office is closed to the public.

# **ARTICLE 6 – DISCRIMINATION AND HARASSMENT**

## **6.1 No Discrimination**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer; lay-off, recall, discipline, classification, discharge, benefits or any other action by reason of age, race, creed,

- b) Part-time employee shall be defined as an employee who works twenty (20) hours or less per week on an ongoing basis,
- c) Casual employee shall be defined as an employee who does not work on an ongoing basis or schedule of hours but works on an on-call basis.

## **7.2 Regular Hours**

Regular hours of work shall not exceed seven (7) hours per day and thirty-five (35) hours per week. An employee will not work more than five (5) consecutive days in a work week, except as provided in Article 7.9.

## **7.3 Minimum Hours**

An employee will receive pay for all hours worked with a minimum of four (4) hours pay. This guarantee does not apply where an employee is voluntarily absent for any part of the day when scheduled to work. Where an employee reports for work but does not actually start working, the employee must be paid at least two (2) hours, unless the employee is unfit to work or does not comply with Health and Safety Regulations established by the WorkSafeBC.

## **7.4 Rest Period**

An employee will not be scheduled to begin a new shift until at least twelve (12) hours have elapsed since the end of the previous regular shift.

All employees shall receive a paid rest period of thirty (30) minutes; breaks to be taken in a minimum ten (10) minute block and an unpaid lunch break of one (1) hour during their working shift.

Such lunch break shall be paid for employees working the graveyard shift.

Paid breaks cannot be taken at the end of the shift or accumulated for use at another time. Unpaid lunch breaks shall be taken during the mid-shift period and shall not be taken as the first or last hour of the shift. Time not taken shall not be granted towards C.T.O. unless approved by the Housing Services Manager or their designate.

## **7.5 Overtime Voluntary**

Employees will not be required to work overtime, except in case of emergency.

## **7.6 Overtime**

Time worked in excess of regular hours by full and part-time employees shall be considered as overtime, and shall be banked at double the hours worked. Casual employees who may work overtime shall be paid as per the Employment Standards Act after seven (7) consecutive hours of work.

## **8.2 Payment for Statutory Holidays**

An employee shall receive their regular pay for all Statutory Holidays.

## **8.3 Working on a Statutory Holiday**

All employees who work on a Statutory Holiday are entitled to be paid one and one-half (1 ½) times their regular rate, plus a day's Statutory Holiday pay. This shall be paid out.

## **8.4 Statutory Holidays While Sick or on Holidays**

If an employee is sick or on vacation during a Statutory Holiday, payment for such day(s) shall be added to their banked hours. An employee may be required to show proof of illness.

## **8.5 Entitlement to Statutory Holiday Pay**

Casual employees shall be entitled to Statutory Holiday pay, as per Employment Standards Act. For the purposes of this Article, Easter Monday and Boxing Day are considered Statutory Holidays.

# **ARTICLE 9 - ANNUAL VACATION**

## **9.1 Vacation Entitlements**

Full and part-time employees who have completed the service requirements listed below shall be granted vacation leave and receive vacation pay as follows:

- during the second (2<sup>nd</sup>) and up to the fourth (4<sup>th</sup>) calendar year of service of the employee he/she shall be granted an annual vacation of fifteen (15) working days at a rate of six (6%) percent;
- during the fourth (4<sup>th</sup>) and up to the seventh (7<sup>th</sup>) calendar year of service of the employee he/she shall be granted an annual vacation of twenty (20) working days at a rate of eight (8%) percent;
- during the seventh (7<sup>th</sup>) and up to the tenth (10<sup>th</sup>) calendar year of service of the employee he/she shall be granted an annual vacation of twenty-five (25) working days at a rate of ten (10%) percent;
- during the tenth (10<sup>th</sup>) and up to the fifteenth (15<sup>th</sup>) calendar year of service the employee shall be granted annual vacation of thirty (30) working days at a rate of twelve (12%) percent;
- during the fifteenth (15<sup>th</sup>) and up to the twentieth (20<sup>th</sup>) calendar year of service the employee shall be granted annual vacation of forty (40) working days at a rate of fourteen (14%) percent;

## **9.8 Leaves of Absence**

Employees shall not accrue vacation pay while on unpaid leaves of absence.

## **ARTICLE 10 - EMPLOYEE BENEFITS**

Employees' benefits shall include the following:

### **10.1 Medical Services Plan**

All full-time employees who have completed six (6) months continuous service shall be entitled to coverage under the Medical Services Plan established under the Medical Services Act of British Columbia. The employer shall pay one hundred (100%) percent of the premiums. Where an employee after becoming eligible for such benefits is laid off, and he/she is subsequently re-employed within twelve (12) months of the date of such layoff, the Employer agrees to resume payment of one hundred (100%) percent of the premium for such coverage immediately upon re-employment, but if he/she is not re-employed within the period of twelve (12) months of the aforesaid, he/she shall again be required to complete six (6) months continuous service before being eligible for the coverage provided in this Clause 10.1. The provisions of this Clause 10.1 shall not apply to employees who have been dismissed from service or who have resigned of their own accord.

### **10.2 Extended Health Care Plan**

All full-time employees who have completed six (6) months continuous service shall be entitled to coverage under an Extended Health Care Plan; an eyeglass option is included in the Extended Health care Plan and the maximum coverage is \$150.00 per person payable in a twenty-four (24) month period subject always to the provisions of the Plan.

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

### **10.3 Dental Services Plan**

The Employer has established a Dental Plan for all full-time employees who have completed six (6) months of continuous service on the following basis.

- a) Basic Dental Services (Plan A) paying for eighty (80%) percent of the approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty (50%) percent of the approved schedule of fees.
- c) Orthodontics (Plan C) paying for fifty (50%) percent of the approved schedule of fees. The lifetime maximum shall be \$1,500 per person, as defined by the Plan.
- d) The Employer shall pay one hundred (100%) percent of the premiums.



## **11.2 Extended Benefits**

The Employer shall undertake to continue the total cost of premiums for Extended Health Care Plan, Medical Services Plan, Dental Services Plan, and Group Life Insurance Coverage of the employee in question for up to one (1) year following the beginning of a leave of absence, layoff or termination of employment provided the period of absence is required for health reasons.

## **11.3 Domestic or Household Emergency Leave**

Up to five (5) days of absence, with pay, shall be granted to all regular full-time and part-time employees for any domestic or household emergency, including, but not limited to the care of a sick child. Leave not taken shall not be accumulated.

# **ARTICLE 12 - SENIORITY AND LAYOFFS**

## **12.1 Definition**

Seniority is defined as the length of service in the bargaining unit and shall be used in determining transfers, demotions, layoffs, permanent reductions of the work force and recall.

## **12.2 Seniority List**

The Employer shall maintain a Seniority List showing the current classification and the date upon which each employee's service commenced. An up-to-date Seniority List shall be sent to the Union and posted on all Bulletin Boards in January of each year.

## **12.3 Probation**

All full and part-time employees will be considered to be on probation for the first (1<sup>st</sup>) four hundred and fifty-five (455) hours of work. If found unsuitable during such period, the employee will not be retained. Upon completion of the probation period, the employee will be credited with seniority dating back to the first (is') day of the probation period.

Casual employees shall accumulate all hours worked except overtime. To create an adjusted start date, these hours are to be divided by the number of hours in the work day, then subtract the results at the end of probation period and create the employee's seniority date.

EXAMPLE: 105 hours divided by 7 hours pay = 15 days  
Seniority date of September 16, minus fifteen (15) days would create a new start date for seniority of September 1. ie. (455 hours = 65 days).

### **13.2 Union Leave**

The Employer shall grant leave without pay to employees who are elected as representatives to attend Union Conventions, or for other Union business. Notice for such leave must be given to the Employer at least seven (7) days prior to the beginning of the leave.

### **13.3 Job Steward Leave**

Job Stewards shall have the right to investigate and process grievances and to perform other duties proper to their position during regular working hours, without loss of pay.

### **13.4 Seniority and Benefits on Union Leave**

Leaves granted under this Section shall not constitute a break in seniority. 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 Group Life Insurance coverage, Medical coverage. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

### **13.5 Maternity Leave**

- a) A pregnant employee who elects to take maternity leave shall provide the Employer with a Medical Certificate from a duly qualified Medical Practitioner stating the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth.
- b) An employee shall be entitled to maternity leave, without pay, for a maximum period of one (1) year from the date of the commencement of the leave.
- c) In normal circumstances, a pregnant employee shall proceed on maternity leave two (2) months prior to expected date of birth. An employee who desires to work during the last two (2) months of pregnancy shall be permitted to do so if her attending physician agrees that the health of the employee will not be adversely affected.
- d) In normal circumstances, no employee shall be permitted to work during the six (6) weeks following the date of birth.
- e) During the maternity leave, the Employer shall maintain the employee's coverage in the applicable Benefit Plans, as if the employee were still at work. All other benefits normally received and accrued by employees at work shall also continue for employees on maternity leave.
- f) Employees returning from maternity leave shall return to their former position.

### **13.12 General Leave**

An employee may request a leave of absence for a maximum of twelve (12) months without pay for any good and sufficient cause. Such leaves must be applied for at least thirty (30) days in advance of the beginning of the leave, and an answer must be received at least twenty-one (21) days prior to the beginning date of the leave. Any such request will not be unreasonably withheld.

### **13.13 Jury/Witness Duty**

Any employee subpoenaed for Jury Duty or to appear as a witness on a normal working day will be reimbursed by the Employer for the difference between the pay received for said duty, and regular pay for that time.

## **ARTICLE 14 - PROMOTIONS AND JOB POSTINGS**

### **14.1 Job Postings**

When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall immediately notify the Union in writing. Notice of the position will be posted at the work site. The Employer shall post vacancies at least fourteen (14) calendar days prior to the start date. The Employer has the right to temporarily fill the vacancy for twenty-one (21) calendar days in order to fulfill the postings requirements. Such postings shall contain the following information and such qualifications shall not be established in an arbitrary or discriminatory manner.

- i) Nature of Position
- ii) Qualifications
- iii) Required Education and Knowledge
- iv) Skills
- v) Shifts
- vi) Wage and Salary Rate
- vii) S.U.C.C.E.S.S Housing Society is an Equal Opportunity Employer

### **14.2 Applicant Criteria**

Qualifications, ability and seniority shall be the determining factors in selecting applicants. Appointment shall be made from the applicant with the greatest seniority pursuant to Article 12.1.

### **14.3 Applicant Priorities**

- a) Applicants working in the bargaining unit
- b) Applicants from outside the bargaining unit

### **14.4 Trial Period**

A successful applicant to a job vacancy shall be considered to be on a trial period of thirty (30) calendar days. An applicant who fails to demonstrate his/her ability to perform the job or who determines he or she is unable to perform the work shall be returned to his or her former position without loss of seniority. Any other employee affected by this

iv) **Step Four / Arbitration**

If the two (2) parties are unable to agree at the third (3<sup>rd</sup>) step, then within ten (10) days of receipt of an answer, the Union shall notify the Employer in writing of its intention to take the grievance to Arbitration. Grievances not resolved at the third (3<sup>rd</sup>) stage may be submitted to a Single Arbitrator.

**15.3 Single Arbitrator**

The parties of the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. The Arbitrator shall proceed as soon as practical to examine the grievance and render judgment. The decision of the Arbitration shall be final and binding on the parties and upon any employee affected by it.

Each party shall pay 50% of the fees and expenses of the Arbitrator. Expenses will include any disbursements incurred by the Arbitrator during their proceedings.

**15.4 Time Limits**

It is understood that any of the time limits referred to in Article 15 may be extended by mutual agreement between the Union and the Employer.

**ARTICLE 16 - WAGE RATES AND CLASSIFICATION**

**16.1 Schedule "A"**

The classification and wage rates for the effective period of this Agreement shall be those attached in Schedule "A".

**16.2 New Classification**

When a bonafide new classification is to be established which cannot be properly placed into the existing wage scale by mutual agreement, the Employer will establish the classification and wage rate on a temporary basis. Written notification of the temporary rate and classification will be furnished to the Union. If fourteen (14) calendar days after the notification, the Employer and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be taken to Arbitration in accordance with Article 15.1 of this Agreement.

**16.3 Payment for Courses**

The Employer agrees to pay all wages and costs of any upgrading and/or Courses that are required to be taken by any employee.

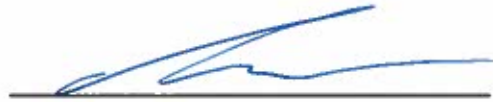
Upon prior approval and successful completion of an elective Course, employees shall be reimbursed fifty (50%) percent minimum of the Course cost where such Course enhances the employee's job. In addition, employees shall receive pay for any lost wages. Such approval shall not be unreasonably withheld. .

#### **19.4 Access to Records**

- i) An employee shall have access to all material in their personnel file at a time mutually convenient to the employee and the Employer.
- ii) Examination of the contents of an employee's personnel file shall be in the presence of a person authorized by the Employer.
- iii) An employee and the Union shall be provided with a copy of all letters of reprimand, censure and any other document which may be the basis of disciplinary action at the time of filing.
- iv) The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.
- v) Any employee, and the Union, upon request, shall be entitled to receive a copy of any documentation contained within their file at the time of examination.
- vi) Should an employee dispute any entry or document in their personnel file, he/she shall be entitled to recourse to the Grievance Procedure.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENTS

DATED THIS 23 DAY OF June, 2016.



**CUPE Local 1004**



**S.U.C.C.E.S.S. Housing Society**