

# **COLLECTIVE AGREEMENT**

**between**

**CAFÉ ETICO**



**and**

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



**Effective from April 1, 2015 to March 31, 2018**



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BETWEEN:

**CAFÉ ETICO**  
(hereinafter called "The Employer")  
PARTY OF THE FIRST PART

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004**  
(hereinafter called "The Union")  
PARTY OF THE SECOND PART

WHEREAS:

CAFÉ ETICO is an "Employer" within the meaning of the Labour Relations Code of BC and the Canadian Union of Public Employees, Local 1004, is a union within the meaning of the Labour Relations Code of BC, certified as the bargaining agent for those employees, except those employees excluded by the Code, and the parties have carried on collective bargaining pursuant to the Code and have reached a Collective Agreement, as hereinafter expressed.

THE PARTIES AGREE AS FOLLOWS:

#### **ARTICLE 1 - TERM OF AGREEMENT**

##### **1.1 Duration**

This Agreement shall remain in force and effect from **April 1<sup>st</sup>, 2015 to March 31<sup>st</sup>, 2018** (3 years) inclusive.

##### **1.2 Notice to Bargain**

Should either party, within four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to commence collective bargaining, or should the parties be deemed to have given such notice under the *Labour Relations Code*, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) the Union commences a lawful strike pursuant to the *Labour Relations Code*, or
- (b) the Employer commences a lawful lock-out pursuant to the *Labour Relations Code*, or
- (c) the parties have concluded a renewal or revision of this Agreement or have entered into a new Collective Agreement, whichever occurs first.

##### **1.3 Exclusions**

Subsections (2) and (3) of Section 50 of the *Labour Relations Code* are excluded from and are not applicable to this Agreement.

## ARTICLE 2 - DEFINITIONS

### 2.1 Regular Full-Time Employee

*Regular Full-Time Employee* - is an employee who works a regularly scheduled thirty-seven point five (37.5) hours per week.

### 2.2 Regular Part-Time Employee

*Regular Part-Time Employee* - is an employee who works on a regular basis but less than the number of hours required for regular full-time employment. All provisions of the Collective Agreement shall apply to part-time employees on a prorated basis.

### 2.3 Temporary Employee

*Temporary Employee* - is an employee:

- (a) hired to replace regular employees on an approved leave of absence for the duration of the absence; or
- (b) hired for a specific duration or project not to exceed eight (8) months unless mutually agreed between the parties; or
- (c) hired as a result of an approved job sharing arrangement, however such an employee shall convert to regular status if their position continues beyond twenty-four (24) months in accordance with Article 25.6.
- (d) All provisions of the Collective Agreement shall apply to Temporary Employees on a prorated basis for less than full-time hours and as a percentage of a full twelve (12) month period.

### 2.4 Project/Contract Employee

*Project/Contract Employee* - is hired specifically from a special funding arrangement for a temporary period. Project/Contract Employees will perform work not normally performed by bargaining unit employees. A Project/Contract Employee shall not be considered a member of the bargaining unit during the employee's initial twelve (12) months of employment. This time limit may be extended by mutual agreement of the parties.

### 2.5 Reorganization

Reorganization occurs when the Employer makes changes in a job position that result in a reduction of **twenty-five percent (25%) or more in the hours of a position and/or a significant change in job duties.**

## ARTICLE 3 - UNION SECURITY

### 3.1 Exclusive Bargaining Authority

The Employer recognizes the Union as the sole and exclusive bargaining agency for all its employees, except Project/Contract employees and those excluded by the *Labour Relations Code of BC*.

### 3.2 Union Consent

The Employer shall not enter into any verbal or written agreement with any employee or group of employees, regarding the wages and/or working conditions of such employee(s) without the consent of the Union.

### **3.3 Union Membership**

All employees shall become members of the Union and shall remain members in good standing, as a condition of employment.

### **3.4 CoDev and Cafe Etico**

**CoDev and Cafe Etico will be treated as a single bargaining unit for seniority, length of service entitlements, benefits, bidding, recall and bumping rights, placement on the wage scale and other entitlements.**

### **3.5 Union Dues**

All bargaining unit employees shall pay to the Union, such dues and assessments as are levied by the Union in accordance with its Constitution and By-Laws.

### **3.6 Dues Submission**

The Employer shall deduct such amounts from each employee's twice (2) monthly pay cheque and shall forward the same to the Secretary-Treasurer of the Union, not later than the fifteenth (15<sup>th</sup>) day of the following month, together with a list of those employees from whom deductions were made.

### **3.7 Dues T4 Slips**

The Employer shall show the total amount of Union dues and levies deducted on the employees' T4 slips.

### **3.8 Work Direction**

Members of the Union shall not be required to take work direction from any person other than a member of the Union, or person(s) designated by the Employer.

### **3.9 Responsibilities / Direction**

It is the expectation that each employee shall be responsible for the duties of their specific work assignment. It is incumbent upon the employees to decide in a collective manner to achieve the best possible results, however, the Executive Director may give specific directions to carry out objectives, **policies and decisions** set out by the Board of Directors.

### **3.10 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit except in cases mutually agreed upon in writing by the parties. Projects undertaken by the Employer shall first be discussed with the Union.

### **3.11 Working with Non-Union Employees**

No bargaining unit employee shall be required to work with or share duties with any non-union employee of the Employer or any non-union employee of any Employer under contract to the Employer.

### **3.12 Assistance from National Representatives**

The Union shall have the right to have assistance from National Representatives of the Canadian Union of Public Employees when dealing with, or negotiating with, the Employer.



### **3.13 Crossing of Picket Lines During Strike**

(a) All employees shall have the right to refuse to cross a picket line, do the work of striking or locked-out employees, or handle goods from an employer where a strike or lock-out is in effect. Such refusal shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

(b) Should the employer post notices that a labour dispute exists, all employees shall support the dispute and will not cross the picket line or utilize the struck employer's service.

### **3.14 Information to the Union**

The Employer shall supply the Union with the names and addresses of all bargaining unit employees, once (1) per year plus updates as changes occur, along with the seniority list identifying regular, temporary, full-time or part-time status.

### **3.15 Bargaining Info to Union**

For purposes of collective bargaining, the Employer shall supply the Union with the following information, no later than January 1<sup>st</sup> of the year in which this Agreement expires:

- (a) The names, address, and phone numbers of employees;
- (b) A list of employees, by classification;
- (c) Total hours worked, by employee;
- (d) A list of employees who participate in the various benefit plans;
- (e) The terms of the Group Life, Dental and Extended Health Plans;
- (f) A list of employees, by benefit status (i.e., single, couple, family);
- (g) Sick leave usage and banks, by employee;
- (h) Vacation usage and banks, by employee;
- (i) Compensating time off (CTO) usage and banks, by employee.

### **3.16 Changes Affecting the Agreement**

(a) Any reports or recommendations made to the Board dealing with matters covered by this Agreement, including recommendations for changes that may affect wage rates, workloads or reduction of employment, shall be communicated to the Union, sufficiently in advance of being dealt with by the Board to afford the Union reasonable opportunity to consider and make representations to the Board concerning same.

(b) The Union's representations to the Board under this Section 3.16 shall be made without undue delay.

### **3.17 Mutually Agreed Changes / Amendments to Agreement**

(a) Any amendments deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

(b) Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

**ARTICLE 4 - MANAGEMENT RIGHTS****4.1 Board of Directors**

The right to manage and operate Café Etico and to organize and maintain the efficiency of employees is the function and responsibility of the Board of Directors, subject to the terms and conditions of this Agreement. All rights and responsibilities concerning the operation of the Board's business not specifically restricted herein shall be reserved to the Board and be its sole responsibility.

**ARTICLE 5 - DISMISSAL, SUSPENSION, DISCIPLINE AND PERSONNEL FILES****5.1 Burden of Proof**

In all cases of discipline the burden of proof of just cause shall rest with the Employer.

**5.2 Dismissal and Suspension**

The Employer may dismiss or suspend an employee for just cause by giving notice in writing setting out the reasons for dismissal or suspension and the duration of the suspension where applicable.

**5.3 Right to Representation**

An employee shall have the right to have their steward or CUPE 1004 staff representative present at any discussion with the Employer or designate which the employee believes might be the basis of disciplinary action. Where the Employer or designate intends to interview an employee for disciplinary purposes, or impose discipline, they shall notify the employee and the steward in advance of the purpose of the interview.

**5.4 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or evaluations. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure.

**5.5 Dismissal and Suspension Grievances**

Grievances arising from the dismissal or suspension of an employee shall be submitted directly to Step 2.

**5.6 Personnel File**

An employee, or their steward or CUPE 1004 staff representative with the written authority of the employee, shall have the right of access to their personnel record at the Employer's premises.

Any disciplinary document, excluding performance evaluations and letters of expectation, shall be removed from the employee's personnel file after the expiration of eighteen (18) calendar months from the date it was placed on the file, provided there has not been a further infraction.

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.

## ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE

### 6.1 Labour/Management Meetings

A joint Employer/Employee Committee 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.

### 6.2 Labour/Management Authority

The Committee shall have no authority to vary the terms of this Agreement or in any other way act as a bargaining committee. The Committee shall not have authority to deal with any matter that is the subject of an active grievance under **Article 7**.

## ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURES

### 7.1 Definition of Grievance

For purposes of this Agreement, a grievance is defined as any difference concerning the dismissal, discipline or suspension of an employee, or any difference concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, or any other dispute as defined in the *Labour Relations Code of BC*.

### 7.2 No Stoppage of Work

All grievances arising during the term of this Agreement shall be finally and conclusively settled using the following procedures, without a stoppage of work.

### 7.3 Grievance Procedure

- (a) *Step 1*: Within ten (10) working days of the incident giving rise to the grievance, or within ten (10) working days after the grievor, the shop steward or the Union first became aware of such an incident, the grievor, the shop steward or other representative of the Union shall present the grievance, in writing, to the Personnel Committee.
- (b) *Step 2*: if the grievance is unresolved at Step 1 within ten (10) working days of being presented, the Union shall present the grievance to the Board Chairperson or designate.
- (c) *Step 3*: if the grievance is unresolved at Step 2 within ten (10) working days of being presented then the grievance shall be referred to an independent person(s) mutually agreed to for their recommendation. The parties can by mutual agreement prior to the referral, agree that the recommendation shall be binding on the parties but without prejudice.
- (d) *Step 4*: if the grievance is unresolved at Step 3 either party may notify the other party in writing of their intent to advance the dispute to arbitration for final resolution.

### 7.4 Arbitration

If a grievance or dispute is not settled by Article 7.3, it may be referred to either expedited or full arbitration as follows:

#### (a) *Expedited Arbitration*

- (1) Expedited arbitration is intended to provide a timely resolution with minimal formality. The terms are:

- (i) Mutual agreement by both parties is required;
    - (ii) Neither side shall be represented by external lawyers hired for this purpose;
    - (iii) Neither side will call witnesses except by mutual agreement.
  - (2) The single arbitrator will be the first available for mutually agreeable date(s) from the following list:
    - (i) Greg Mullaly
    - (ii) Elaine Doyle
    - (iii) Chris Sullivan
    - (iv) Mark Atkinson
    - (v) or other arbitrator by mutual agreement between the Parties.
  - (3) Every effort will be made to complete the hearing in one (1) working day.
  - (4) If possible, the decision will be immediately rendered verbally, but in either case will be provided in writing within (ten) 10 working days.
  - (5) All expedited arbitration decisions will be without prejudice and will not set precedent or be referred to in subsequent grievances.
  - (6) Each Party shall pay their own costs and expenses of the Arbitration and one-half (½) of the remuneration and disbursements or expenses of the Arbitrator.
  - (7) Should either party wish to withdraw the grievance from this expedited process and refer to a full arbitration they may do so with written notice to the other party, and to the expedited arbitrator if one has been secured. In these circumstances, the party opting out shall be responsible for any cancellation fees charged by the expedited arbitrator.
- (b) *Full Arbitration*
- (1) Either Party may refer the matter to full arbitration by written notice to the other Party.
  - (2) The Parties will agree to a single arbitrator in a timely fashion. If agreement cannot be reached, either Party may apply to the Minister of Labour for British Columbia to appoint the arbitrator.
  - (3) The arbitrator's decision shall be in writing. This decision will be precedential, and final and binding upon the Employer, the Union and each employee affected.
  - (4) The arbitrator will retain jurisdiction of the dispute and have jurisdiction to resolve matters that may arise with regard to their decision.
  - (5) Each Party shall pay their own costs and expenses of the arbitration and one-half (½) of the remuneration and disbursements or expenses of the arbitrator.

## 7.5 Time Limits

It is understood that any of the time limits referred to in Article 7 may be extended by mutual agreement between the Union and the Employer.

**ARTICLE 8 - SENIORITY/PROBATION****8.1 Definition of Seniority**

(a) Seniority is defined as the length of service in the bargaining unit based on the start date of employment, and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for assignments of shifts, hours of work, promotion, demotion, transfer, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.

(b) An employee shall continue to accrue seniority rights if absent from work because of sickness or accident. An employee shall continue to accrue seniority if 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.

**8.2 Probationary Period**

(a) All employees shall be on probation for the first six (6) months of employment.

(b) Prior to completion of the probationary period a Peer and Employer evaluation shall be completed and discussed with the probationary employee.

(c) Upon successful completion of the probationary period, an employee shall be placed on the seniority list in order of their date of employment.

(d) **A probationary employee who is rejected by the Employer during their probationary period shall receive two (2) weeks notice of termination or pay in lieu thereof. A rejection of a probationary employee is subject to the grievance procedure.**

**ARTICLE 9 - LAYOFF AND RECALL****9.1 Layoff, Job Sharing and Bumping**

(a) If Café Etico finds it necessary to reorganize (see definition Article 2.5) and/or to reduce the number of employees, notice of layoff shall be given to affected employee(s).

(b) Prior to layoff the parties shall explore the avenue of job sharing under Article 25.

(c) An affected employee may choose to bump a junior employee provided they possess the necessary qualifications or could reasonably be expected to perform the duties of the position after a mutually agreed training program.

**9.2 Layoff Notice**

Notice of layoff shall be in writing as follows:

(a) Employees with six (6) months or more seniority - **minimum notice of two (2) weeks or two (2) weeks wages in lieu of notice.**

(b) Employees with three (3) or more years seniority - **one (1) additional week of notice or one (1) additional week of wages** for each subsequent year of seniority to a maximum of twenty-four (24) weeks.

### 9.3 Recall Rights

- (a) Employees, who have **completed probation** and who **have been served layoff notice in accordance with Article 9.2 above**, shall be placed on the recall list, in order of seniority, for a period of **eighteen (18) months** from the date of layoff.
- (b) Employees on the recall list shall be recalled in seniority order provided they possess the necessary qualifications or could reasonably be expected to perform the duties of the position after a mutually agreed training program.
- (c) Employees who are laid off and subsequently recalled **within eighteen (18) months** shall be credited with previous seniority and length of service.

### 9.4 Termination of Employment

#### (a) *Definition*

The commencement of a layoff period means the first (1<sup>st</sup>) week in which an employee earns less than **twenty-five percent (25%)** of the employee's weekly wages, at the regular wage, averaged over the previous eight (8) weeks.

#### (b) *Liability Resulting from Length of Service*

- (1) After three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one (1) week's wages as compensation for length of service.
- (2) The Employer's liability for wage compensation for length of service increase as follows:
  - (i) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
  - (ii) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus two (2) additional weeks' wages for each additional year of employment, to a maximum of sixteen (16) weeks' wages.
- (3) The liability is deemed to be discharged if the employee:
  - (i) is given a combination of written notice as follows:
    - a. one (1) week's notice after three (3) consecutive months of employment;
    - b. two (2) weeks' notice after twelve (12) consecutive months of employment;
    - c. three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice;and money equivalent to the amount the Employer is liable to pay, or
  - (ii) terminates the employment, retires from employment, or is dismissed for just cause.
- (4) The amount the Employer is liable to pay becomes payable on termination of the employment and is calculated by:
  - (i) totalling all the employee's weekly wages, at the regular wage, during the last eight (8) weeks in which the employee worked normal or average hours of work;

- (ii) dividing the total by eight (8), and
    - (iii) multiplying the result by the number of weeks' wages the Employer is liable to pay.
  - (5) The Employer's liability for benefits compensation for length of service increases as follows:
    - (i) after twelve (12) consecutive months of employment, an amount equal to one (1) month's benefits;
    - (ii) after three (3) consecutive years of employment, an amount equal to three (3) months' benefits plus one (1) additional month's benefits for each additional year of employment, to a maximum of six (6) months' benefits.
  - (6) For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.
- (c) *Rules about Notice*
- (1) A notice given to an employee under this Part has no effect if:
    - (i) the notice period coincides with a period during which the employee is on annual vacation, leave, temporary layoff, strike or lockout or is unavailable for work due to a strike or lockout or medical reasons; or
    - (ii) the employment continues after the notice period ends.
  - (2) Once notice is given to an employee under this Part, the employee's wage rate, or any other condition of employment, must not be altered without the written consent of:
    - (i) the employee, and
    - (ii) a Trade Union representing the employee.
- (d) *Rules about Payments*
- (1) A payment made under this Part does not discharge liability for any other payment the employee is entitled to receive under the Collective Agreement.
  - (2) The termination pay requirements apply whether or not the employee has obtained other employment or has in any other way realized or recovered any money for the notice period.

## ARTICLE 10 - HOURS OF WORK

### 10.1 Normal Work Hours

The normal work day shall be seven and one-half (7½) hours, the normal week is thirty seven and one-half (37½) hours; the normal hours are 9:00 am-5:00 pm and the unpaid meal period is thirty (30) minutes.

**Upon mutual agreement between the Union and the Employer, employees may work flexible hours. Agreement to flexible hours will not be withheld provided the schedule does not negatively impact operations. Flexible hours schedules must include core hours between 10:00 am and 3:00 pm, but exceptions can be made as required.**

## **10.2 Rest Breaks**

Paid rest breaks of twenty (20) minutes each and unpaid lunch breaks shall be allowed to each employee during their workday, as follows:

- (a) Up to four (4) hours worked: one (1) rest break;
- (b) Over five (5) to six (6) hours worked: one (1) rest break, plus the meal break;
- (c) Six (6) or more hours worked: two (2) rest breaks, plus the meal break.

## **10.3 Rest Break Schedule**

As far as practicable, the first (1st) rest break shall be taken midway between the start of the shift and the meal break and the second (2nd) rest break shall be taken midway between the meal break and the end of the shift.

# **ARTICLE 11 - OVERTIME AND COMPENSATING TIME OFF (CTO)**

## **11.1 Definition**

Overtime is defined as work performed outside of the employee's regular work day.

## **11.2 Overtime Requirements**

Overtime is an unavoidable aspect of Café Etico's operations, which cannot necessarily be predicted, much less controlled, by the Employer. To ensure effective and efficient operations it is important that employees maintain a large measure of freedom to perform overtime as operations or events may dictate from time to time.

## **11.3 CTO**

In recognition of this reality, the Employer shall provide each employee with twelve (12) days compensating time off (CTO) with pay to be taken within the calendar year; to be prorated for part-time and temporary employees as per Article 2.2.

Every effort shall be made to allow the twelve (12) days to be taken annually. However, this is not always possible. Therefore, any days not taken to a maximum of three (3) days, may be carried over to the next year and put into the employee's CTO bank.

## **11.4 CTO and Other Leave**

Nothing in this Article shall prevent an employee from requesting other leave to be taken in conjunction with the twelve (12) days compensating time off.

## **11.5 Meal Reimbursement**

The Employer will reimburse employees who are required to work two (2) or more hours following their regularly scheduled hours of work for a meal at the rate prescribed in Article 16.3.

# **ARTICLE 12 - WAGE RATES AND POSITIONS**

## **12.1 Position and Wage Rates**

The position and wage rates shall be those attached in Schedule "A".



## 12.2 New Position

When a new bona fide position is to be established which cannot be properly placed into the existing wage scale by mutual agreement, the Employer will establish the position and wage rate on a temporary basis. Written notification of the temporary rate and a position description 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 position description and rate for the new job, the disputed rate and/or position description may be taken to arbitration in accordance with Article 7 of this Agreement.

## 12.3 Professional Upgrading

(a) The Employer shall create a pool of funds in the amount of \$1,000 per employee to be topped up annually if necessary. Employees shall be able to draw upon this fund in order to receive fifty percent (50%) of the total cost of courses, workshops, retreats, study tours or other learning activity where such activity enhances the employee's job. The employee group shall jointly decide upon the division of such funds on a yearly basis and make expenditure recommendations to the Employer for approval.

(b) Where it is determined **by the Employer** that a course, workshop, study tour or other learning activity is required to perform the duties of the job, one hundred percent (100%) of the total cost shall be paid from the fund.

(c) The costs covered by this Article of the Collective Agreement are tuition and course materials. Opportunities will first be sought in the Vancouver area, but travel outside the Vancouver area will be considered where other organizational objectives will also be met. Where approval has been given for outside the Vancouver area, transportation, accommodation, and meal costs will also be considered. All approved expenses will be covered and receipts required where possible. Costs for meals and transportation shall be consistent with Article 16 Expenses. This is a 50/50 cost shared arrangement of the costs covered between the Employer and the employee.

(d) The employee group should make their recommendation to the Personnel Committee with as much advance notice as practical. The recommendation shall be in writing and shall contain the anticipated costs, the nature of the professional upgrade and when the event is to occur.

## ARTICLE 13 - POSTING AND FILLING OF VACANCIES

### 13.1 Job Postings

(a) All positions expected to last longer than sixty (60) calendar days shall be circulated/posted to all staff for a minimum of seven (7) calendar days. Vacancies shall be circulated/posted internally before being circulated/posted externally unless the Union agrees in advance to a concurrent posting.

(b) The posting period shall be extended when necessary to allow employees who are travelling on the Employer's business to apply.

(c) Opportunities to fill temporary, unposted vacancies shall be made available to qualified members of the bargaining unit, who have completed their probationary period, in order of seniority, prior to being filled externally.

(d) Employees who fill temporary positions shall revert to their former position when the temporary position ends.

(e) When the Employer has received adequate notice, vacancies shall be posted and if possible filled, to avoid interruptions in continuity for the position.

(f) Nothing in this Article will restrict the Employer's ability to determine whether or not to fill a position.

### **13.2 Information on Postings**

(a) A posting shall contain the following information: nature of position, qualifications, knowledge and/or education, skills, duties, wage rate and hours of work.

(b) Qualifications shall be based on the job descriptions that have been agreed to by the Parties. Where no job description has been agreed to, qualifications shall be those necessary to perform the job functions. Job descriptions and job postings shall not be established in an arbitrary or discriminatory manner.

### **13.3 Filling of Vacancies**

Employees in CoDevelopment Canada and Café Etico, who have completed their probationary period, shall be considered internal candidates when applying for postings. The position shall be awarded to the senior, qualified internal candidate, if any, and the employee will retain their seniority and be placed on the wage scale in accordance with their seniority.

### **13.4 Trial Period**

An employee who is a successful applicant for a posted position shall serve a trial period of three (3) months. In the event the employee proves unsatisfactory during the aforementioned trial period, the employee will be returned to their former position without loss of seniority or the employee may elect to return to their former position without loss of seniority. Any other employees affected by the rearrangement of positions will also be returned to their former positions without loss of seniority.

## **ARTICLE 14 - STATUTORY HOLIDAYS**

### **14.1 Statutory Holiday Entitlement**

Employees who have completed thirty (30) calendar days service shall be entitled to the following statutory holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

plus any other day declared as a statutory holiday by the Government of Canada or the Government of the Province of British Columbia.

### **14.2 Part-Time Employees & Statutory Holidays**

Part-time employees shall be entitled to a prorated share of all statutory holidays, as illustrated below:

- An employee works 0.8 FTE, and 7.5 scheduled hours each day from Tuesday to Friday.
- If a statutory holiday falls on a Monday, when that employee is not scheduled to work, they will receive 0.8 of a day off with pay on one of their regularly scheduled days within

the pay period. The employee can take 0.2 of a day vacation or Compensating Time Off (CTO) to have the full 7.5 hour day off.

- If a statutory holiday falls on a Friday, when that employee is scheduled to work, they will receive 0.8 of the stat day off with pay. As in the above example, the employee can take 0.2 of a day vacation or CTO to be paid for the full 7.5 hours.
- Employees may work additional hours within the pay period so that they may have the full day off without using their vacation or CTO bank.

#### 14.3 Other Part-Time Employees and Statutory Holidays

The approach in Article 14.2 shall apply in the same way to any percentage of full-time.

#### 14.4 No Payroll Adjustment

The provisions of Article 14.1 and 14.2 will ensure that part-time employees' statutory holiday entitlements are made without the need for payroll adjustments.

### ARTICLE 15 - VACATIONS

#### 15.1 Annual Vacation Entitlement

- (a) Vacation entitlement shall be based on the calendar year.
- (b) Employees are entitled to the following annual paid vacation, to be scheduled by mutual agreement:
  - 1st calendar year ..... 4 weeks [*prorated by start date as per Article 15.1(g)*]
  - 2nd calendar year..... 4 weeks
  - 3rd calendar year ..... 4 weeks
  - 4th calendar year ..... 4 weeks
  - 5th calendar year ..... 4 weeks
  - 6th calendar year ..... 5 weeks [*prorated by start date as per Article 15.1(g)*]
  - 7th and subsequent calendar years... 5 weeks
- (c) The vacation entitlement is also prorated for part-time employees as per Article 2.2 and for temporary employees as per Article 2.3.
- (d) Employees on vacation are normally not back-filled and time-sensitive work is redistributed to other staff at no additional cost to the Employer. However, the Employer's Personnel Committee may approve vacation back-filling in extraordinary circumstances, or in the case of Café Etico, may approve a maximum of the equivalent to four (4) weeks of replacement over five (5) weeks of vacation with an Operations Assistant.
- (e) In addition to annual vacation, employees will receive the working days between December 25th and January 1st inclusive as vacation with pay.
- (f) It is long recognized that vacation should be taken as earned, so that a person can, through rest and relaxation away from the stress of the work place, re-establish an improved health and mental attitude. While every effort shall be made to allow for the vacation entitlement to be taken annually, this is not always possible. Therefore, when mutually agreeable, vacation entitlement may be carried over to the next year. Such carry over shall not exceed five (5) days per year and an employee's carried over vacation bank shall never exceed ten (10) days.

(g) A new employee and/or employee who leaves employment part way through a calendar year shall have their vacation entitlement prorated. Proration shall be one-twelfth (1/12) of vacation entitlement for each month or portion of a month the employee worked in the calendar year.

**ARTICLE 16 - EXPENSES**

**16.1 Reimbursement**

An employee will be reimbursed for any reasonable expense incurred while engaged in the business of the Employer. Where possible, receipts will be provided.

**16.2 Private Accommodation**

An allowance of twenty dollars (\$20.00) a night shall be paid for private accommodation.

**16.3 Meals**

In Canada, where one (1) or more meals are claimed:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00

For travel outside of Canada, expenses for comparable meals will be reimbursed.

The daily meal allowance shall be reduced for any meals provided at meetings or other events.

**16.4 Child Care**

(a) Full-time regular employees who incur child care expenses to enable them to work shall receive a child care allowance of two hundred and fifty dollars (\$250) in each fiscal year quarter where child care is required. This sum is prorated for regular part-time employees as per Article 2.2 and temporary employees as per Article 2.3.

(b) If an employee is attending a meeting outside regular working hours (9:00 am – 5:00 pm, Monday to Friday) related to Café Etico business, the Employer shall pay child care costs in accordance with Article 16.1.

**16.5 Other Expenses**

Expenses in addition to those above shall not be reimbursed unless they are authorized by the Employer.

**ARTICLE 17 - AUTOMOBILE TRANSPORTATION**

**17.1 Personal Vehicle**

Employees authorized to use their personal vehicle in the performance of their duties shall be provided with the following:

(a) Forty-five cents (0.45¢) per kilometre traveled; for subsequent years the rate shall be adjusted on April 1st each year to reflect Annual Driving Costs based upon the Canadian Automobile Association tables – [reference 24000-32000 km annually tables.]

## 17.2 Insurance Deductible

In the event an employee is involved in an automobile accident while operating a motor vehicle on Employer business, the Employer will pay the insurance deductible costs to a maximum liability of two (2) insurance deductible costs per year. The maximum payable under this Article shall be one thousand dollars (\$1,000.00) total in any calendar year.

## ARTICLE 18 - LIABILITY PROTECTION

### 18.1 Liability

The Employer shall ensure:

- (a) To exempt and save harmless each employee from any liability action arising from the proper performance of the employee's duties for the Employer.
- (b) To assume all the employee's costs, legal fees and other expenses arising from any such action.

## ARTICLE 19 - SICK LEAVE

### 19.1 Credits

- (a) Employees shall earn sick leave credits on the basis of one and one-half (1½) days per month. Sick leave credits shall be available at the beginning of each calendar year, and prorated for part-time workers as per Article 2.2 and temporary workers as per Article 2.3.
- (b)
  - (i) An employee absent from work on account of illness shall continue to receive their full salary for up to fifteen (15) calendar days as long as the employee has sick leave credits banked.
  - (ii) Employees shall be allowed to use their banked sick leave credits to top up their short term disability payments to full pay for as long as they have banked credits available.
  - (iii) An employee who has applied for Short Term Disability (STD) may use a maximum of thirty-five (35) days banked sick leave credits while awaiting receipt of STD benefits.
  - (iv) Employees must repay their sick leave bank when benefits are received.
- (c) Unused sick leave credits in any year shall be placed in a sick leave bank to be used in subsequent years.

### 19.2 Vacation Substitution

Sick leave will be substituted for vacation time where an employee can demonstrate that the employee was ill during scheduled vacation time.

### 19.3 Short and Long Term Disability

An employee absent from work on account of illness/injury shall be entitled to all benefits provided in Article 27.1 for the first fifteen (15) days of absence and while in receipt of Short Term Disability benefits.

An employee who has successfully completed the three-month's work will also be entitled to all benefits provided in Article 27.1 for the first twelve (12) months they are in receipt of Long Term Disability (LTD) benefits. An employee with five (5) years' service or more will be entitled to all benefits provided in

Article 27.1 for the first twenty-four (24) months they are in receipt of Long Term Disability benefits. This benefit will be prorated for part-time employees.

**ARTICLE 20 - WCB**

**20.1 Benefit Accrual**

When an employee is on a WCB claim, all benefits of the Agreement, including sick time and vacation, will continue to accrue.

**20.2 Sick Leave When on WCB**

Where employees are entitled to WCB benefits, they shall not be entitled to receive sick leave.

**20.3 Payment**

Up to a maximum of one (1) year, employees whose claims for WCB temporary wage loss disability benefits have been approved by the WCB shall assign their WCB cheques to the Employer and the Employer shall continue to pay them one hundred percent (100%) of their normal wages.

After one (1) year, employees will be entitled to WCB approved benefits.

**20.4 Waiting Period**

In the event the WCB rejects a claim, or during a period of delay prior to the WCB accepting a claim, the Employer shall continue to pay employees their full normal wages for as long as the employee has sick leave, vacation, or CTO credits. These credits will be returned to the employee upon acceptance by the WCB of the claim.

**ARTICLE 21 - PREGNANCY/PARENTAL/ADOPTION LEAVE**

**21.1 Benefit Table**

Leave	Eligibility	Duration	Other Benefits (subject to eligibility)
Maternity	Biological Mothers	Up to 1 year unpaid leave, <i>subject to 19.2</i>  Note: for leave and EI purposes, may commence if unable to work due to pregnancy as early as 8 weeks before the expected date of birth and EI can end as late as 17 weeks after the actual date of birth.	Employee who:  1. Has applied for and been approved to receive EI Maternity benefits, as demonstrated by providing EI cheque stubs, are also eligible for Employer paid Supplement to Employment Insurance Benefits (SEIB) to match a combined total of 95% of normal weekly earnings for a maximum of 22 weeks.  2. SEIB benefits are payable for a period during which a worker is not in receipt of EI income benefits if the only reason for non-receipt is that the claimant is serving the 2 week EI waiting period.  Seniority continues to accrue.  The Employer shall make its normal premium payments for the following benefit plans in which the employee actually participates:  Medical, Extended Health, Dental, Life and AD&D Insurance, and Pension. Vacation and sick leave benefits will accrue for the duration of the leave.  An employee will return to their former position or a position of the same rank and salary.

Leave	Eligibility	Duration	Other Benefits (subject to eligibility)
Parental	Biological or legally recognized parents	Up to 1 year unpaid leave  Non-birth parent entitled to 3 days with pay	May be eligible for EI parental benefits. May be combined with Maternity EI. Seniority continues to accrue. The Employer shall make its normal premium payments for the following benefit plans in which the employee actually participates: Medical, Extended Health, Dental, Life and AD&D Insurance, and Pension. Vacation and sick leave benefits will accrue for the duration of the leave. An employee will return to their former position or a position of the same rank and salary.
Adoption	Legally recognized adoptive parents	Up to 1 year unpaid leave  Non-birth parent entitled to 3 days with pay	May be eligible for EI parental benefits. Seniority continues to accrue. The Employer shall make its normal premium payments for the following benefit plans in which the employee actually participates: Medical, Extended Health, Dental, Life and AD&D Insurance, and Pension. Vacation and sick leave benefits will accrue for the duration of the leave. An employee will return to their former position or a position of the same rank and salary.

**ARTICLE 22 - COMPASSIONATE LEAVE**

**22.1 Leave Entitlement**

An employee is entitled to leave of up to eight (8) weeks to care for a dying family member subject to Employment Insurance provisions. During this time seniority shall continue to accrue.

**22.2 SEIB**

(a) An employee who is on compassionate leave as provided under this Agreement and who has applied for and is in receipt of Employment Insurance compassionate benefits shall be paid a Supplemental Employment Insurance Benefit (SEIB) plan benefit for a maximum of eight (8) weeks.

(b) SEIB plan benefits are payable for a period during which a worker is not in receipt of EI income benefits if the only reason for non-receipt is that the claimant is serving the two (2) week EI waiting period. The supplement shall be equivalent to the difference between ninety-five percent (95%) of normal weekly earnings and the sum of weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment Insurance cheque stubs shall constitute proof that the employee is in receipt of Employment Insurance compassionate leave benefits.

**22.3 Benefits**

In accordance with the preceding and for the duration of the compassionate leave, the Employer shall make its normal premium payments for the following benefit plans in which the employee actually participates: Medical, Extended Health, Dental, Life and AD&D, Insurance and Pension. Vacation and Sick Leave benefits will accrue for the duration of the compassionate leave.

## 22.4 Return to Work

An employee on compassionate leave shall return to their former position or to a position of equal rank and salary.

## ARTICLE 23 - POLITICAL LEAVE

### 23.1 Terms of Leave

If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided to take part in the election campaign. At the written request of the employee, the Employer will maintain all health and welfare and statutory benefits. The employee shall reimburse the Employer for the cost of the benefits maintained.

## ARTICLE 24 - OTHER LEAVE

### 24.1 Bereavement/Serious Illness Leave

(a) An employee is entitled to five (5) days paid leave in the event of serious illness or the death of a spouse or spouse equivalent, parent, child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or grandparent, or any other person with the approval of the Employer. With the Employer's approval, this leave may be extended by using vacation days and/or up to one (1) month leave of absence without pay.

(b) An employee is entitled to Family Responsibility Leave as per the *BC Employment Standards Act* with the understanding that the employee is entitled to up to twelve (12) days leave per year without pay or may use up to twelve (12) days banked sick leave credits.

Other family members may be considered immediate family if the employee is the sole caregiver, by mutual agreement.

### 24.2 Unpaid Leave

(a) After two (2) years employment, an employee may apply for and may receive up to six (6) months leave of absence without pay. Unless the Employer and the employee mutually agree otherwise, an employee shall return to regular full-time employment for at least another two (2) years before becoming eligible for another unpaid leave of absence.

(b) Part-time unpaid leave of absence may be approved under this Article, with all provisions of the Collective Agreement prorated for the duration of the leave.

(c) Unpaid leave of absence not otherwise provided for in this Agreement may be granted at the discretion of the Employer.

Approval for unpaid leave must be obtained from the Employer in writing and shall not be unreasonably withheld.

**An unpaid leave of absence pursuant to Article 24.2 of thirty (30) or more calendar days will result in the prorationing of the vacation entitlement.**

### 24.3 Jury/Witness Leave

An employee is entitled to paid leave as required in the event that the employee is summoned as a potential juror, a selected juror or a witness in any court or tribunal empowered by law to compel



attendance of witnesses. The employee shall remit to the Employer all monies paid to the employee by the court, except for the traveling and meal allowances not reimbursed by the Employer.

#### **24.4 Self Funded/Deferred Income Leave**

The parties shall develop and implement a Self Funded/Deferred Income Leave program in accordance with the terms of the Memorandum of Agreement (see Appendix B).

#### **24.5 Benefits**

Except as otherwise provided by this Agreement, an employee on an unpaid leave of absence in excess of thirty (30) days is not entitled to any benefits provided by this Agreement. An employee may request the Employer to maintain some or all benefits. If permitted by the insurer/carrier, the Employer will maintain such benefits so long as the employee reimburses the Employer for the cost of the benefits maintained.

### **ARTICLE 25 - JOB SHARING**

#### **25.1 Terms**

A regular full-time position may be shared between two (2) or more qualified employees subject to the approval of the Employer.

#### **25.2 Application**

The affected employee shall indicate in writing the reason for the request including the hours and days of the week the employee wishes to share, and with whom the employee contemplated the job sharing arrangement. The request must be submitted at least three (3) months prior to the anticipated date of the commencement of job sharing.

#### **25.3 Qualifications**

The employee with whom it is contemplated the position shall be shared, must be qualified to perform the duties and responsibilities of the position.

#### **25.4 Letter of Term**

Where the request is approved, the Employer shall provide each employee with a letter covering the terms and conditions of the job sharing arrangement.

#### **25.5 Hours of Work**

Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the job sharing arrangement unless otherwise varied by the terms and conditions outlined in the letter provided.

#### **25.6 Duration Conditions**

The job sharing arrangement shall be for a minimum period of one (1) year unless otherwise initially agreed. An employee hired temporarily to replace the position left vacant by employee(s) job sharing shall be considered temporary for up to two (2) years. After two (2) years, the temporary employee shall be considered regular, and the employee(s) in the job sharing arrangement will forfeit their right to "bump" back to their former position.

## 25.7 End of Job Share

At such times as the employee vacates their position, the balance of the hours of work shall be offered to the second (2nd) employee in the job sharing arrangement.

## 25.8 Collective Agreement Provisions

All provisions of the Collective Agreement will be prorated for each employee in the job share agreement.

# ARTICLE 26 - MULTI-SECTOR PENSION PLAN

## 26.1 Contributions

Employee contributions shall be five percent (5%) of gross wages and the Employer contributions shall be five and one-half percent (5.5%) of gross wages.

## 26.2 Definitions

(a) In this Article, the terms used shall have the meanings as described:

(1) "Plan" means a retirement vehicle as determined by the Union. "Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- (i) The straight time component of hours worked on a holiday;
- (ii) Holiday pay, for the hours not worked; and
- (iii) Vacation pay

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means regular full-time and regular part-time employees in the bargaining unit who have completed five hundred (500) hours of service.

(2) Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to five percent (5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to five and one-half percent (5.5%) of Applicable Wages to the Plan.

(3) The Employer shall remit the employee and Employer contributions to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

(4) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit into the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any

such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

(5) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act, R.S.O. 1990, Ch. P-8*, as amended, and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee of this Article include:

- (i) Only at Plan Commencement
  - Date of hire
  - Date of birth
  - Date of first contribution
  - Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  - Gender
- (ii) At each Remittance
  - Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable earnings
  - Year to date contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
- (iii) To be provided initially and as status changes
  - Full address
  - Termination date where applicable
  - Marital status

(6) In the event the Union determines the retirement vehicle to be a Pension Plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached as Schedule "B".

## ARTICLE 27 - BENEFITS

### 27.1 Entitlement

The Employer agrees to provide eligible employees with the benefits as outlined in Appendix A with premiums as follows:

- *Full Time Employees* – 100% Employer paid.
- *Part Time Employees* – as of September 1, 2015 – 100% Employer paid.

**Note:** Eligibility for certain benefits is minimum twenty (20) hours per week work. Employees not in receipt of Appendix "A" benefits shall receive twelve percent (12%) of gross wages in lieu of benefits exclusive of statutory holidays.

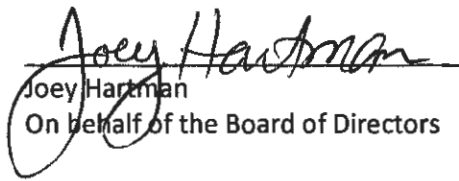
**27.2 Liability**

The Employer's liability is limited to payment of the premiums. The Employer is not the insurer.

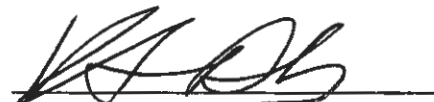
**27.3 Coverage and Carriers**

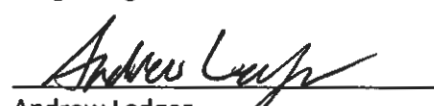
The Parties agree that there shall be no change in coverage or carriers except by mutual agreement, such agreement not to be arbitrarily withheld.

**SIGNED ON BEHALF OF EMPLOYER**

  
Joey Hartman  
On behalf of the Board of Directors

**SIGNED ON BEHALF OF THE UNION**

  
Kirsten Daub  
Bargaining Committee Member

  
Andrew Ledger  
President, CUPE Local 1004

Signed at the City of Vancouver in the Province of BC, this 2 day of Nov., 2017.

**SCHEDULE "A" - WAGES**

	April 1, 2015	April 1, 2016	April 1, 2017*	Oct. 1, 2017*
<b>Step 1</b>	\$ 53,430.00 \$27.40 / hr	\$54,502.50 \$27.95 / hr		
<b>Step 2</b>	\$ 56,199.00 \$ 28.82 / hr	\$57,330.00 \$29.39 / hr		

**Effective April 1st 2015** - Wage increase adjustment of 2% or COLA, whichever is greater.

**Effective April 1st 2016** - Wage increase adjustment of 2% or COLA, whichever is greater.

**\*Effective April 1st 2017** - Wage increase adjustment of 1% or COLA, whichever is greater.

**\*Effective October 1st 2017** – Wage increase adjustment of 1% or COLA, whichever is greater.

Should the CPI in its present form and on the same basis as the Consumer Price Index Base become unavailable, the parties shall negotiate an alternative formula. If agreement is not reached, the parties shall request Statistics BC to provide the appropriate conversion of adjustment, which shall be applicable as of the appropriate adjustment date.

In the event Statistics BC does not issue the CPI before the applicable adjustment date, any adjustment required will be made retroactive to the applicable adjustment date. No adjustment shall be made because of any revision, which may later be made in the published CPI. If the CPI falls below the CPI Base, there shall be no adjustment. There shall be no reduction in wages should the CPI be determined to be below 0%.

*"Consumer Price Index"* means the CPI-Vancouver - all items (1992=100)

*"Consumer Price Index Base"* means the CPI for the month previous to the relevant calculated period.

Should the Organization have a significant increase in funding during the term of the Agreement, there will be a reopening of wage negotiations.

**Notes:**

1. Employees shall receive increment increases on completion of twelve (12) months of employment.
2. Employees not in receipt of Appendix "A" benefits shall receive twelve percent (12%) of gross wages in lieu of benefits exclusive of statutory holidays.
3. Hourly Wage Rates: The hourly wages are calculated as follows:  
 Hours per week (37.5 hours) x 52 weeks per year = 1,950 hours per year.  
 Annual salary divided by 1,950 = hourly rate (e.g. \$44,815 divided by 1950 = \$22.98 per hour).

<b>CURRENT POSITIONS:</b>
COORDINATOR

**SCHEDULE "B" – PARTICIPATION AGREEMENT**

**BETWEEN:** CODEVELOPMENT CANADA  
(the "Employer")

**AND:** MULTI-SECTOR PENSION PLAN  
by its Trustees  
(the "Trustees")

In consideration of the Employer becoming a participating Employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the Collective Agreement between the Employer and Local 1004 of the CUPE (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement dated the 1st day of April, 2004 (the "Collective Agreement"), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated \_\_\_\_\_, as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.

6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. For further specificity, the information required for each Eligible Employee is as follows:
- (i) *To be Provided Once only at Plan Commencement*
    - Date of Hire
    - Date of Birth
    - Date of First Contribution
    - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
    - Gender
  
  - (ii) *To be Provided with each Remittance*
    - Name
    - Social Insurance Number
    - Monthly Remittance
    - Pensionable Earnings
    - Year to Date Contributions
    - Employer portion of arrears owing due to error, or late enrolment by the Employer
  
  - (iii) *To be Provided Initially and as Status Changes*
    - Full Address
    - Termination Date Where Applicable (MM/DDYY)
    - Marital Status

**SIGNED AND DATED BY BOTH PARTIES APRIL 15, 2004.**

**APPENDIX "A" - BENEFITS**  
**BENEFITS FOR MEMBERS OF CUPE LOCAL 1004**  
**CAFÉ ETICO**

The Employer commits to maintaining substantially the same level of benefits coverage as is reflected in this Appendix A.

BENEFIT	DESCRIPTION
Group Life	100% Employer paid
Accidental Death & Dismemberment	100% Employer paid
Long Term Disability	100% Employer paid
Basic Medical (Medical Services Plan)	100% Employer paid
Extended Health Care	100% Employer paid
MSPP Pension - % of Gross	5.5% Employer / 5.0% Employee paid
Dental	100% Employer paid
Employee Assistance Program	100% Employer paid
<b>LIFE INSURANCE</b>	
Benefit	1 x ANNUAL EARNINGS rounded to next higher \$1,000.00
Minimum	N/A
Maximum	\$250,000; \$100,000 non-evidence maximum
Guaranteed Issue Limit	\$100,000
Termination	Reduces to 25% at age 65; terminates at age 75
Living Benefit	Lesser of \$25,000 or 50% of Life Benefit
<b>ACCIDENTAL DEATH AND DISMEMBERMENT</b>	
Benefit	Same as life insurance
Termination	Reduces to 25% at age 65; terminates at age 75
<b>DEPENDENT LIFE</b>	
Spouse	\$15,000
Child(ren)	\$7,500
Termination	Age 75
<b>SHORT-TERM DISABILITY</b>	
Qualifying period	15 days
Benefit	66.67% of monthly earnings
Maximum	\$1,000/week
Guaranteed issue limit	\$1,000/week
Benefit duration	From 15 <sup>th</sup> day of disability for up to 15 weeks
Disability definition	Own occupation
All source maximum	85%
Pre-existing limitation	15 weeks
Benefit status	Non-taxable
Termination	Age 65
<b>LONG-TERM DISABILITY</b>	
Qualifying period	120 days
Benefit	66.67% of monthly earnings
Maximum	\$5,000/month
Guaranteed issue limit	\$2,500/month
Benefit duration	To age 65
Disability definition	2 year own occupation, then any occupation
All source maximum	85%
Pre-existing limitation	3 months before / 12 months after
Benefit status	Taxable
Termination	Age 65



<b>DENTAL CARE</b>	
<b>Benefit Coverage:</b>	
Plan "A" – Basic	80%
Plan "B" – Major	50%
Plan "C" – Orthodontics	0%
Deductible	Nil
<b>Maximums:</b>	
Plan "A" & "B" (Combined)	\$2,000 per person /calendar year
Plan "C"	\$0
Exceptions	Late entrance limited to \$250 / per person – 1st 12 months coverage
Survivor benefit	24 months without premiums
Termination	Age 80
<b>EXTENDED HEALTH CARE</b>	
Benefit level	80%
Deductible	Nil
Overall maximum	Unlimited
Out-of-country emergency	100% / \$0 deductible
MEDEX travel assistance	Covered
Prescription drugs (incl. contraceptives)	80% / 50% to a maximum of \$50,000 per calendar year
<b>Hearing Aids:</b>	
Adults & Children	100% up to \$700 / 60 months per person
<b>Paramedical Practitioners:</b>	
Physiotherapist	\$500 / calendar year
Massage Practitioner	\$500 / calendar year
Podiatrist	\$500 / calendar year
Chiropractor	\$500 / calendar year
Naturopathic Physician	\$500 / calendar year
Registered Psychologist	\$500 / calendar year
Acupuncturist	\$500 / calendar year
Speech Therapist	\$500 / calendar year
Osteopaths	\$500 / calendar year
Audiologists	\$500 / calendar year
Hospital room	Semi-private
Registered Nurse	To a maximum of \$25,000 / consecutive 24 months
Orthopedic shoes: adults and children	No limit per year
Vision care	\$200 / 24 months
Survivor benefit	24 months without premiums
Termination	Age 80

Benefit eligibility and premiums are covered in Article 27.1. Employees not in receipt of Appendix "A" benefits shall receive twelve percent (12%) of gross wages in lieu of benefits exclusive of statutory holidays.

Upon retirement of an employee in accordance with the Multi-Sector Pension Plan (MSPP), the Employer will continue the coverage and continue to pay its share of premiums for Medical, Extended Health and Dental for the month in which the retirement occurred and for one (1) calendar month thereafter.

**APPENDIX "B" – LETTER OF UNDERSTANDING:  
DEFERRED SALARY PLAN**

The Parties agree to a Deferred Salary Plan ("the plan") as follows:

**1. Eligibility**

- (a) All regular full-time and regular part-time employees are entitled to enrol and make contributions to the plan.
- (b) However, employees must work for a minimum of four (4) years continuous service before taking a leave under the plan, and only one (1) employee may be on leave at any one (1) time.

**2. Contributions**

- (a) Employees wishing to enrol in the plan shall apply in writing at least two (2) months before enrolment stating the percentage of their wages they wish to have deferred. The percentage deferred shall be a minimum of 10% and a maximum of 33-1/3% of gross wages.
- (b) Employees may adjust their percentage contribution amount once (1X) per calendar year.
- (c) Employees shall contribute to the plan for a maximum of six (6) years, after which time they must take their scheduled leave or have their deferred salary paid out in a lump sum.

**3. Leaves**

- (a) Employees must provide six (6) months notice of start / end dates before commencing leave.
- (b) Plan leaves must be for a minimum of six (6) months and a maximum of twelve (12) months, to be taken consecutively.
- (c) In accordance with legislation, the payments made during the leave shall be subject to income tax but not EI.
- (d) Both the Employer and the Employee Canada Pension Plan (CPP) contributions during the leave shall be calculated for the complete leave duration and paid from the accrued savings.
- (e) Accrued vacation and CTO may be taken immediately before or after the leave, at the employee's option.
- (f) Employees must return to work for a period no less than equal to the period of leave before re-enrolling in the contribution plan.

**4. Benefits**

- (a) All health and other benefits, including but not limited to: sick leave, compensating time off in lieu of overtime, vacation leave etc. will be suspended for the period of leave of absence on deferred salary.
- (b) Employees who opt to retain insured benefits and pension contributions will be retained in those plans by the Employer and shall reimburse the Employer for both shares of the cost no less than quarterly.
- (c) No employee will receive benefits superior to those in the collective agreement as a result of enrolment in the plan.

**5. Seniority**

(a) Time off under this plan shall be credited to the employee as continuous service for the purposes of calculating seniority.

**6. Length of Service**

(a) Length of service based accruals (e.g. Vacation) shall be suspended for the period of leave.

**7. Administration**

(a) The plan shall be administered by a representative of the Café Etico employees and a member of the Employer's personnel committee.

(b) While the fund shall be at no cost to the Employer, the Employer agrees that the plan can be administered and maintained in house and the Employer will absorb the cost of its staff and overhead.

(c) Interest earned by the monies in the plan shall accrue to the employee.

**8. General**

(a) The plan shall be subject to approval of Canada Revenue Agency and the Multi-Sector Pension Plan Trustees.

(b) The final document may include additional points for clarification without changing the intent of this Letter of Understanding.

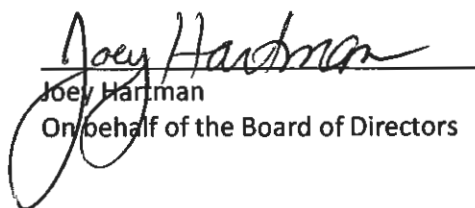
(c) A joint committee of the Parties shall meet and conclude the final content of the program on or before December 31st, 2009.

**MEMORANDUM OF AGREEMENT - TEMPORARY ASSISTANT EMPLOYEES**


The Parties agree as follows:

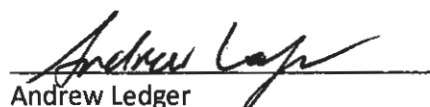
1. Café Ético may from time to time employ temporary employees, classified as Operations Assistant and as Clerk.
2. (a) The Operations Assistant’s duties will include the day-to-day duties of the Coordinator but not such duties as annual planning, budgeting, and preparation of financial statements.  
 (b) An Operations Assistant may be employed to cover temporary, short-term absences of the Coordinator or when the Coordinator is involved in special projects.  
 (c) The Operations Assistant will be paid \$21.75 per hour. This rate includes compensation in lieu of insured benefits, pension, vacation pay, sick leave, public holiday pay and other entitlements for paid time off. The pay rate shall be adjusted April 1, 2016 and April 1, 2017 as per Schedule “A”.
3. (a) The Clerk’s duties will include simple duties related to processing coffee Orders (receiving orders, delivering, labelling and filling bags, grinding coffee, etc.) and other related duties. The Clerk will work under the direct supervision of the Coordinator or Operations Assistant.  
 (b) The Clerk will be paid \$16.16 per hour. This rate includes compensation in lieu of insured benefits, pension, vacation pay, sick leave, public holiday pay and other entitlements for paid time off. The pay rate shall be adjusted April 1, 2016 and April 1, 2017 as per Schedule “A”.
4. Employees included in this Memorandum of Agreement are covered by all provisions of the Collective Agreement except Articles 2, 12.3, 14, 15, 19, 21, 22, 23, 25, 26 and Appendices A and B.
5. Employees included in this Memorandum of Agreement are excluded from Article 24, except that Employees are entitled to bereavement leave (as per Article 24.1) and jury/witness leave (as per Article 24.3) for prescheduled work days for the length of the prescheduled work shift.
6. Any overtime hours beyond regular hours of work as per Article 10 will be compensated with equal time off.

**SIGNED ON BEHALF OF EMPLOYER**

  
 Joey Hartman  
 On behalf of the Board of Directors

**SIGNED ON BEHALF OF THE UNION**

  
 Kirsten Daub  
 Bargaining Committee Member

  
 Andrew Ledger  
 President, CUPE Local 1004

Signed at the City of Vancouver in the Province of BC, this 2 day of NOV, 2017.