

COLLECTIVE AGREEMENT

between

S.U.C.C.E.S.S. HOUSING SOCIETY
SOLHEIM PLACE, 251 UNION STREET, VANCOUVER, BC

(the “Employer”)



and

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1004
(the “Union”)



Effective from April 1, 2019 to March 31, 2022

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ARTICLE 1 - PURPOSE OF AGREEMENT

It is the purpose of both parties of this Agreement:

- (a) to improve relations between the Employer and the Union and provide settled and just conditions of employment;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- (c) to encourage efficiency in operations;
- (d) 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 Term

This Agreement shall be for the period from and including 01 April 2019 to 31 March 2022 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 Agreement to Continue in Full Force and Effect

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.

3.2 Union Membership

From the first (1st) hour worked, all employees shall become members of the Union and shall remain members in good standing as a condition of employment, except those excluded by Section 3.1.

3.3 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties. Projects undertaken by the Employer shall first be discussed with the Union. Agreement will be reached both as to inclusions in the bargaining unit and working conditions of those working on the projects.

3.4 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross a picket line or to perform the work of striking or locked out employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union 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.

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.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration Procedure.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.1 Union Dues

All employees covered by this Collective Agreement shall pay Union dues and assessments levied by the Union Constitution and Bylaws. Deductions shall be made on a biweekly basis and forwarded to the Secretary-Treasurer not later than the fifteenth (15th) of the following month, together with a list of employees from whom enumeration Union dues and/or assessments were deducted. Dues deducted shall be entered on the employee's T-4 by the Employer.

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 their 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 (1st) day of employment for the purpose of acquainting the new employee with the benefits and duties of the Union membership and their 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; layoff, recall, discipline, classification, discharge, benefits or any other action by reason race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, nor by reason of their membership or activity in the Union or any other reason. The Employer recognizes the principle that it is their responsibility to maintain a discrimination free workplace.

6.2 Sexual/Personal Harassment - Definition

(a) Sexual Harassment

Sexual Harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, workplace relationships or endangers an employee's employment status or potential. Sexual Harassment shall include, but not be limited to:

- (1) unnecessary touching or patting
- (2) suggestive remarks or other verbal abuse
- (3) leering at a person's body
- (4) comprising invitations
- (5) demands for sexual favours
- (6) physical assault

(b) Personal Harassment

Personal Harassment by either employee or Employer representatives, shall be defined as repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation.

(c) *Joint Policy*

The Employer agrees to develop, jointly with the Union, a policy against Sexual/Personal Harassment and make all Management Personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer agrees to include the subject of Sexual/Personal Harassment in staff and Management Training Sessions.

(d) *Process*

Cases of Sexual/Personal Harassment shall be considered as discrimination and shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step. No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the Grievance or Arbitration Process.

ARTICLE 7 - HOURS OF WORK

7.1 Definitions

- (a) Full-time employee shall be defined as an employee who works twenty-one (21) hours or more per week on an ongoing basis.
- (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

- (a) 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.
- (b) 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.
- (c) Such lunch break shall be paid for employees working the graveyard shift.
- (d) 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 CTO, 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.

7.7 Banked Hours

A maximum of one hundred and twenty (120) hours may be accrued as banked hours and may be withdrawn in whole or in part at their regular rate in time off. Seven (7) days notice of intent to withdraw banked hours must be given to Management. Employees leaving the service of the Employer shall be paid out all remaining hours in their overtime bank.

7.8 No Pyramiding

Premium payments may not be pyramided. An employee will receive only whichever premium is greater.

7.9 Compressed Work Week

A majority of workers at a work site shall be entitled to work an alternate work week to allow for compression of work time, upon approval by the Employer of their proposed work schedule. Such approval shall not be unduly withheld. Approval contingent on keeping zero cost increase to Employer.

7.10 Casual Employees

- (a) The Employer shall offer available work to casual employees on the basis of their seniority, as per the current practice.
- (b) When no employee with seniority is available for work, the Employer shall offer available work on the basis of start date, using the same procedure as in 7.10(a).
- (c) Casual employees are responsible for informing the Employer in writing of their availability for work.
- (d) Should a casual employee be unavailable for any shift for a six (6) month period, that employee will be removed from the list, notwithstanding any authorized leave of absence.

ARTICLE 8 - STATUTORY HOLIDAYS

8.1 List of Statutory Holidays

- (a) The following days and any other days declared as holidays by the Federal or Provincial Government shall be paid as Statutory Holidays:.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	1 Floating Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

(b) Any employee required to work on Easter Sunday shall be deemed to have worked the Statutory Holiday and payment as per Article 8.3 shall apply.

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 (1½x) 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:

- (a) during the second (2nd) and up to the fourth (4th) calendar year of service of the employee, they shall be granted an annual vacation of fifteen (15) working days at a rate of six percent (6%);
- (b) during the fourth (4th) and up to the seventh (7th) calendar year of service of the employee, they shall be granted an annual vacation of twenty (20) working days at a rate of eight percent (8%);
- (c) during the seventh (7th) and up to the tenth (10th) calendar year of service of the employee, they shall be granted an annual vacation of twenty-five (25) working days at a rate of ten percent (10%);
- (d) during the tenth (10th) and up to the fifteenth (15th) calendar year of service, the employee shall be granted annual vacation of thirty (30) working days at a rate of twelve percent (12%);
- (e) during the fifteenth (15th) and up to the twentieth (20th) calendar year of service, the employee shall be granted annual vacation of forty (40) working days at a rate of fourteen percent (14%);
- (f) during the twentieth (20th) and subsequent years of service the employee shall be granted an annual vacation of fifty (50) working days at a rate of sixteen percent (16%).

9.2 First Year Vacation Entitlements

In the first (1st) calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.

9.3 Vacation Use and Vacation Bank

- (a) At least sixty-seven percent (67%) of each year's vacation entitlement will be taken in the year that it is earned.
- (b) Regular full-time and part-time employees may carry forward up to thirty-three percent (33%) of each year's vacation entitlement.
- (c) Regular full-time and part-time employees may bank vacation carried forward to a maximum of sixty (60) working days.
- (d) The employer will ensure that each year's full vacation entitlement can be taken anytime on the year it is earned.

9.4 Minimum Vacation

An employee shall receive vacation entitlement in a consecutive two (2) week period. Additional week(s) may be taken concurrently, upon mutual agreement. Casual employees shall be entitled to Statutory Holiday pay, as per *Employment Standards Act*.

9.5 Vacation Schedules

Vacation Schedules will be placed on the appropriate Bulletin Boards no later than January 1st. By the final day of March, employees shall state their first (1st) choice for their vacation periods. Only one (1) vacation period will be chosen by seniority until all employees in the signing group have had the opportunity to make a selection. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall elect the second (2nd) and subsequent period in order of seniority. The approved Vacation Schedule will be posted by April 15th.

9.6 Seniority on Vacation Selection

Where a conflict exists, selection of vacation time will be by seniority, subject to Article 9.4.

9.7 Casual Employee's Vacation Pay

Casual employees shall receive their vacation pay on a biweekly basis at a rate of four percent (4%).

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 percent (100%) of the premiums. Where an employee after becoming eligible for such benefits is laid off, and they are subsequently re-employed within twelve (12) months of the date of such layoff, the Employer agrees to resume payment of one hundred percent (100%) of the premium for such coverage immediately upon re-employment, but if they are not re-employed within the period of twelve (12) months of the aforesaid, they 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 one hundred and fifty dollars (\$150) per person payable in a twenty-four (24) month period subject always to the provisions of the Plan.

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

10.4 Group Life Insurance

All full-time employees shall, effective the first (1st) of the month following one (1) year's service, join the Group Life Insurance Plan which provides the following coverage.

- (a) Coverage shall be one and one-half times (1½x) times basic annual salary, which shall be computed to the next highest one thousand dollars (\$1,000).
- (b) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- (c) One Thousand Dollars (\$1,000) coverage shall be provided to employees who retire at age 65.
- (d) The cost of the one thousand dollars (\$1,000) coverage for retired employees shall be incorporated into the premiums paid by the Employer.
- (e) The Employer shall pay one hundred percent (100%) of the premiums.

10.5 Part-Time Employee Benefits

Part-time employees who have completed nine hundred and ten (910) hours of service shall be entitled to the benefits in Article 10. The Employer shall pay one hundred percent (100%) of the premiums.

ARTICLE 11 - SICK LEAVE BENEFITS AND CONDITIONS

11.1 Sick Leave and Mental Health Leave

- (a) All regular full-time and part-time employees shall be entitled to a maximum of one hundred and five (105) working hours per year to be used for sick leave and mental health documentation.
- (b) Leave not taken shall accumulate at sixty-seven percent (67%) and be carried forward to subsequent years for use under this Clause.

- (c) The Employer may request sick leave documentation for sick leave in excess of twenty one (21) working hours. The Employer shall pay the cost of any such documentation.
- (d) Twenty-eight (28) hours per year shall be Mental Health Leave. Extensions to Mental Health Leave are at the Employer's discretion.
- (e) Sick leave entitlement shall be prorated for newly hired employees' in their first (1st) year of employment and upon separation of employment with the exception of retirement.
- (f) A maximum of one thousand (1000) sick leave hours may be accrued.

EXAMPLE: An employee starts work September 1st. What is their entitlement to the end of the year December 31st? Take the number of hours worked by the employee between September 1st and December 31st which equals 630 hours. Divide by the number of hours worked in a year which is 1820. This equals the percentage entitlement which is 35%. Take the 105 sick leave hours, the yearly entitlement, multiply by the 35% which equals 36.75 hours of sick leave entitlement.

$$1820/630 = 35\% \quad 105 \times 35\% = 36.75 \text{ hours}$$

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 (1st) 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 (1st) 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, i.e. (455 hours = 65 days).

12.4 Loss of Seniority

Loss of Seniority shall only result from the following:

- (a) discharge for just cause, and is not reinstated;
- (b) the employee resigns in writing and does not withdraw within two (2) days;
- (c) retirement;
- (d) continuous absence for three (3) days without permission unless employee was absent for reasons beyond their control.
- (e) continuous layoff for a period exceeding one (1) year.

12.5 Layoffs

In the event of a layoff, employees with six (6) months or more service will receive at least two (2) weeks prior notice or pay in lieu thereof. Employees with three (3) or more year's seniority will receive one (1) additional weeks' notice or pay in lieu thereof for each subsequent year to a maximum of eight (8) weeks.

Notice of layoff shall be in writing. Employees who are laid off and subsequently recalled within one (1) year shall be credited with previous seniority.

12.6 Order of Layoffs

Employees shall be laid off in reverse order of their seniority. When layoffs occur, the employee(s) occupying the position(s) affected shall have the right to accept the layoff, or be entitled to exercise their seniority to bump a less senior employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

12.7 Notice to and Order of Bump

After an employee is notified that they will be laid off, the employee must notify the Employer within five (5) working days of their intent to exercise their right to bump. The employee shall receive the rate of pay for the position bumped into. After an employee is bumped, they in turn will be allowed to bump in the above stated manner and provisions until an employee is subsequently laid off.

ARTICLE 13 - LEAVE OF ABSENCE

13.1 Leave for Negotiations

The Employer shall grant leave with pay to a maximum of one (1) employee who is elected to participate in negotiations in addition to CUPE Local 1004 officers, staff and the CUPE National Representative.

Wages shall be covered for the time spent at official negotiation sessions. No overtime shall be paid unless scheduled by the Employer.

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 eighteen (18) months 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.

13.6 Parental Leave

Parents who are eligible for Employment Insurance Parental Benefits shall be granted leave of absence as per Article 13.5.

13.7 Adoption Leave

If an employee makes application for leave of absence without pay for the purposes of attending to their adoption of a child, the leave shall not be unreasonably withheld. The leave will be for up to six (6) months, and the employee may request an extra two (2) months. All other conditions of Article 13.5 shall apply to adoption leave.

13.8 Family Leave

Five (5) days leave of absence with pay shall be granted to full-time and part-time employees ineligible for Maternity/Parental Benefits upon the birth of their child.

13.9 Medical Care Leave

Full-time and part-time employees shall receive reasonable leave of absence with pay for Medical and Dental appointments, to a maximum of sixteen (16) hours per year calculated on the basis of the calendar year.

13.10 Compassionate Leave

(a) An employee shall be granted compassionate leave without loss of pay for a period of three (3) working days in the following events:

- (1) in the case of death of the employee's spouse, including common-law spouse and same sex partner, child, step-child, brother, sister, parent, parent-in-law, ward, step-parent, guardian or grandparent;
- (2) in the case of death of any other relative if living in the employee's household;
- (3) casual employees shall be eligible for compassionate leave if scheduled for work at the time of the relative's death.

(b) Should an employee require travel time outside the lower mainland, additional time with pay up to two (2) days will be granted.

(c) Additional leave will not be unreasonably denied, but will be without pay.

13.11 Public Office Leave

An employee wishing to seek public office may request a leave of absence without pay. Any such request will not be unreasonably denied.

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.

- (a) Nature of Position
- (b) Qualifications
- (c) Required Education and Knowledge
- (d) Skills
- (e) Shifts
- (f) Wage and Salary Rate
- (g) 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 their ability to perform the job or who determines unable to perform the work shall be returned to their former position without loss of seniority. Any other employee affected by this reversion shall also revert to their former position.

14.5 Orientation

Each employee shall be given adequate time for orientation upon having been promoted or transferred to a position new to that employee.

14.6 Temporary Positions

The Employer agrees to post temporary positions of any duration longer than three (3) months.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Definitions

"*Grievance*" means any difference between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including whether any such matter is arbitral. Any claims by an Employer or the Union pertaining to a violation of the Constitution of Canada, the *Human Rights Act*, or the *Employment Standards Act*, or any other Labour Relations Legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure. For the purpose of this Section, "*Officer of the Union*" shall include any elected Officer of the Local Union, Representative or Shop Steward recognized by the Local Union.

15.2 Procedure

Either party may initiate a grievance. If a grievance is not settled at the first (1st) step of the procedure, then the grieving party shall have the alternative to either abandon it or proceed to the next step within the time limits set out in each stage.

(a) *Step One*

The employee, accompanied by their Shop Steward or Union Representative, may within five (5) working days of the circumstance(s) giving rise to the grievance, take up the grievance with the Housing Services Manager or designate. The answer to the grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance at the first (1st) step.

(b) *Step Two*

If the grievance is unresolved at the first (1st) step, then within ten (10) working days of receipt of an answer then the grievance will be referred to the Program Director or designate (not to be the same designate as Step 1). The answer to the grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance at the second (2nd) step.

(c) *Step Three*

If the grievance is unresolved at Step 2 then the grievance shall be referred to an independent person, mutually agreed to for their recommendation.

(d) *Step Four / Arbitration*

If the two (2) parties are unable to agree at the third (3rd) 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 (3rd) 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 fifty percent (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 bona fide 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 percent (50%) 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.

16.4 Acting Capacity

Employees, who are required to fill in an acting capacity for a higher rated position, shall be paid for each full day they are in the acting capacity.

ARTICLE 17 - PAY DAYS

The Employer shall pay salaries and wages no less than every fourteen (14) calendar days for the current pay period in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized electronic pay statement of their wages, overtime and other supplementary pay and deductions.

The Employer may not make deductions from wages or salaries unless authorized by Statute, Court Order, Arbitration Order or by this Agreement.

ARTICLE 18 - MILEAGE

18.1 Transportation

The Employer agrees to pay for all transportation necessary for an employee to carry out their work. The employee will ensure that the cheapest form of transportation possible in each circumstance will be used.

18.2 Mileage

Where it is required for an employee to use their own vehicle while at work, mileage will be paid per kilometer at the reimbursement rate in effect as established by the National Joint Council (www.njc-cnm.gc.ca).

ARTICLE 19 - DISCIPLINE AND EMPLOYEE'S FILE

19.1 Progressive Discipline

Disciplinary measures should be appropriate to the cause and to the principles of progressive discipline.

19.2 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction.

19.3 Removal of Negative Material

Where there is a record of negative material on an employee's personnel file, the Employer agrees to remove each record if there has been no further related incident twelve (12) months from the date filed.


19.4 Access to Records

- (a) An employee shall have access to all material in their personnel file at a time mutually convenient to the employee and the Employer.
- (b) Examination of the contents of an employee's personnel file shall be in the presence of a person authorized by the Employer.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Should an employee dispute any entry or document in their personnel file, they shall be entitled to recourse to the Grievance Procedure.

ARTICLE 20 - REGISTERED RETIREMENT SAVING PLAN

The Employer shall pay an amount equal to three percent (3%) of the employees' gross annual wages into a group Registered Retirement Savings Plan.

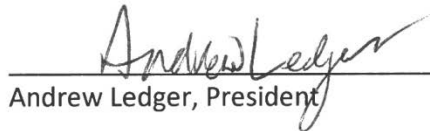
SIGNED ON BEHALF OF
CUPE LOCAL 1004:



Francois Cadieux, Bargaining Committee



Kirsten Daub, Business Agent



Andrew Ledger, President

SIGNED ON BEHALF OF
S.U.C.C.E.S.S. HOUSING SOCIETY:



Queenie Choo, CEO

Dated at VANCOUVER, BC this 23 day of NOVEMBER 2020.

SCHEDULE "A"

RATES OF PAY

for all Class or Positions covered by the
Agreement between the Employer and CUPE Local 1004

Effective April 1st, 2019 to March 31st, 2022:

Classification	April 1st, 2018	April 1 st , 2019 3%	April 1 st , 2020 3%	April 1 st , 2021 3%
Housing Maintenance Worker	\$ 21.66	\$ 22.31	\$ 22.98	\$ 23.67
Building Supervisor	24.04	24.76	25.50	26.27