

COLLECTIVE AGREEMENT

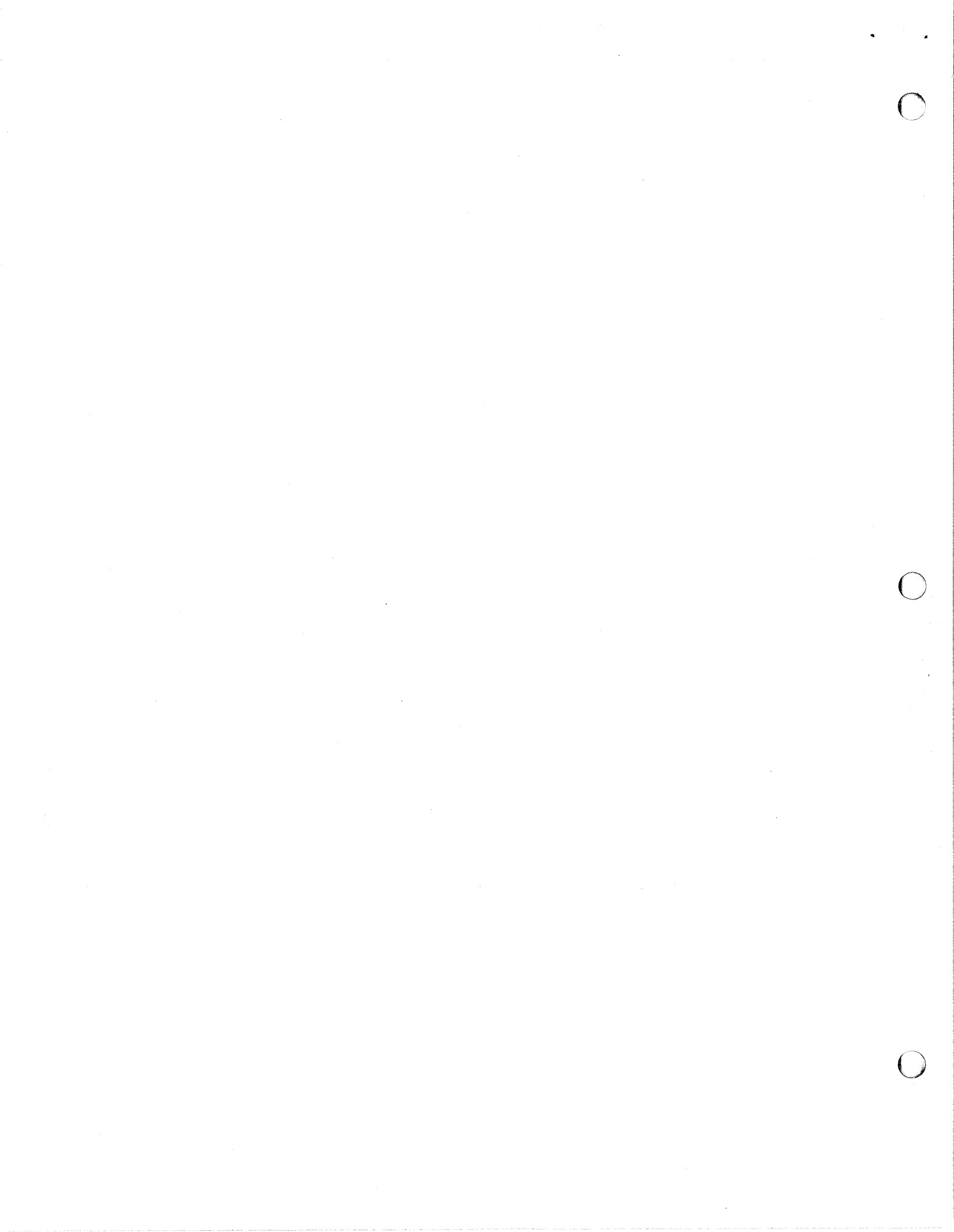
BETWEEN

HASTINGS COMMUNITY ASSOCIATION

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1936**

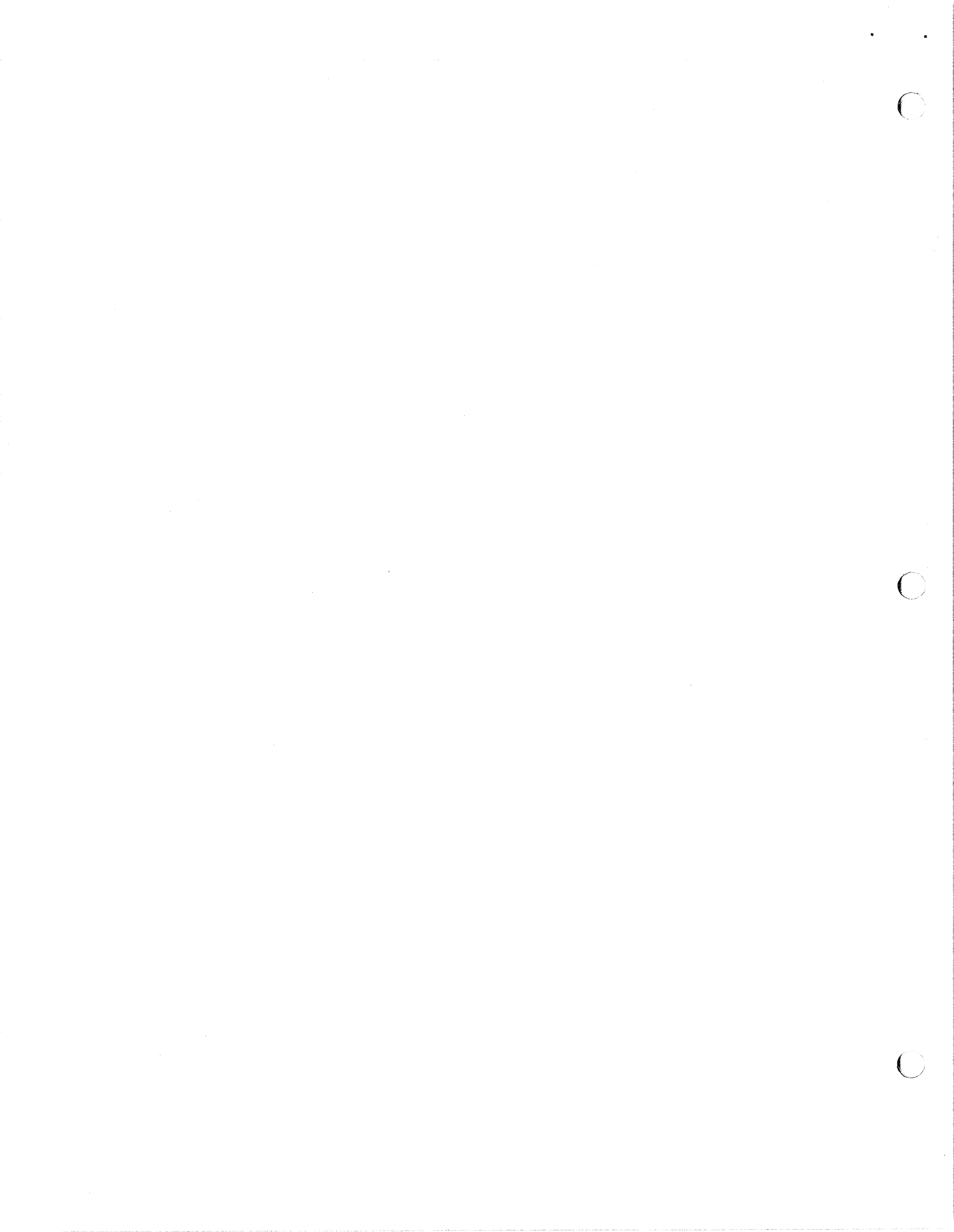
**This Agreement shall be for the term of
September 1, 2011 to August 31, 2015**



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ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 Purpose

The purpose of this Agreement is to establish and maintain terms and conditions of employment agreed to between the Employer, Early Childhood Educators and the Family Enrichment Centre as contained herein, to encourage cooperation in providing quality pre-school education and family enrichment programs to enrolled children, to facilitate efficient operation of the pre-school and family drop-in system, to promote harmonious relations between the parties and to provide expeditious procedures for the resolution of disputes which may arise as to the administration or interpretation of this Agreement.

1.02 Term of Agreement

- (a) This Agreement shall be for the term of September 1, 2011 to August 31, 2015. The operation of subsection (2) of Section 50 of Labour Relations Code of British Columbia shall be specifically excluded from and shall not be applicable to this Agreement.
- (b) If no agreement is reached at the expiration of this Agreement, this Agreement shall remain in force up to the time a strike or lockout commences, or until a new or renewed Agreement is entered into.

1.03 Employee Definitions

- (a) Regular Full Time
A regular full time employee is an employee who is employed for work, which is of a continuous nature on a full time basis for thirty-one (31) hours to thirty-five (35) hours per week.
- (b) Regular Part Time
A regular part time employee is an employee who is employed for work, which is of a continuous nature, consisting of at least 15½ hours per week, on a part time basis.
- (c) Auxiliary
Auxiliary employees are those who are employed to work less than 15½ hours per week. It is understood that these employees may work regularly scheduled hours, and/or may be employed for unspecified periods on a day-to-day basis, for either full or partial days.
- (d) Temporary Employees
Temporary employees are those who are employed on a temporary basis for a fixed term.

1.04 Plural or feminine terms may apply

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

Any rights of management, which are not specifically mentioned in this Agreement and are not contrary to the Agreement, shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

2.02 Certifications and Licensing – Preschool and Family Enrichment Program

(a) Preschool

The Association shall require, as a minimum condition of employment, that an employee working in the Preschool becomes and remains certified as an Early Childhood Educator, or an Early Childhood Assistant under the Regulation of the Community Care Facility Act and provides proof of said certification to the Employer on an annual basis.

It is understood by the parties that employees who work in the Preschool and who have their Early Childhood Assistant designation are required to be enrolled in courses leading to the Early Childhood Educator certificate. Further, these courses are required to be fully funded by the employee and are not eligible for reimbursement under the terms of Article 22.05.

(b) Future Licensing and Regulation

In the event that new legislation or regulations are introduced by the government of jurisdiction that require employees working in either the Preschool or the Family Enrichment Program to obtain certifications not mentioned in a) above, the Employer will consult with the Union in regard to the new legislation or regulations and its application to the workplace.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Union Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 1936 as the sole and exclusive collective bargaining agent for the bargaining unit as certified by the Labour Relations Board of British Columbia hereby agrees to negotiate with the Union and its Local 1936, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative, which may conflict with the terms of the Collective Agreement.

3.03 Right of Fair Representation

The Union shall have the right to have the assistance of CUPE when processing grievances arising from this Agreement, or when engaged in collective bargaining with the Employer. Should CUPE require access to Employer premises in order to carry out its duties pursuant to this clause, it must obtain permission from the Employer in advance. It is understood that such permission will not be unreasonably withheld.

3.04 Time off Without Pay For Union Business

Time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Employer when it becomes necessary to transact business in connection with matters affecting members of the Union. It is understood that the Employer retains the right to withhold the granting of such leaves if, in the opinion of the Employer, the efficiency and/or effectiveness of the operation would be negatively impacted by the granting of such a leave. Permission of such leave shall not be unreasonably withheld.

ARTICLE 4 - HUMAN RIGHTS

4.01 No Discrimination

The Employer agrees that there shall be no discrimination 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 or any other action by reason of age, race, creed, color, ancestry, national origin, religion, political belief or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his membership or activity in the Union.

4.02 Sexual and Other Forms of Harassment

The Union and the Employer recognize the right of employees to work in an environment free from harassment.

** (see Appendix B attached)

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

Within one week of the signing of this Agreement, all employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees working in classifications covered by the Union certification shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.01 Check-off Payments

The Employer shall deduct from the salary of all employees any fees, levies, and/or dues specified by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names of employees from whose wages the deductions have been made. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths and other terminations of employment as they occur.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

6.04 Indemnification of Employer

In consideration of the deduction and forwarding of Union dues by the Employer the Union will indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of clauses 6.01 and 7.01.

ARTICLE 7 - EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to advise new employees that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer also agrees to introduce new employees to the Unit Chair or designate of the Union, and the Union representative will provide a copy of the Collective Agreement and Union By Laws to all new employees.

ARTICLE 8 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

8.01 Employer Shall Notify Union

Any reports or recommendations about to be made dealing with matters of policy and/or conditions of employment, and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider and make submissions if necessary with respect to these issues.

8.02 Correspondence

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Union or his/her designate.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Names of Stewards

The Union shall notify the Employer in writing of the name of each Union Representative before the Employer shall be required to recognize him/her.

9.02 Definition of Grievance

Should a dispute arise respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including any question as to whether a matter is arbitrable, or the dismissal, discipline or suspension of any employee bound by this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

(a) Meeting with Supervisor

The aggrieved employee(s) may first take up the matter with the immediate supervisor or other such supervisor who is directly responsible for the decision giving rise to the grievance within fifteen (15) working days of the date on which the incident giving rise to the grievance occurred or on the date when the employee(s) first became aware of the incident, whichever is later. The purpose of the meeting shall be to review the circumstances giving rise to the incident and to determine whether the matter can be satisfactorily resolved without recourse to the formal grievance procedure. At the option of the aggrieved employee, a shop steward or Union representative may be present at the meeting.

(b) Step 1

If the grievance is not settled in the aforementioned manner within ten (10) working days, the matter shall be referred to the President of the Association or her/his designate and the Union Representative or designate. A statement, in writing, of the alleged grievance by the Union and a statement, in writing, of the position relative to the alleged grievance by the President of the Association or her/his designate will be exchanged at this meeting if agreement on the matter is not first reached.

(c) Step 2

If the grievance is not settled as prescribed in Step 1 above within fifteen (15) working days, the matter shall be referred to the Executive Committee or designate and the Union.

(d) Step 3 – Non-Binding Investigation

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, David McPhillips, Brian Foley, or Chris Sullivan, or a substitute agreed to by the parties, shall at the request of either party:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference

Within thirty (30) working days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

(e) Arbitration

If not settled in Step 3 above within thirty (30) working days, the matter may be referred by either party to a Board of Arbitration for final and conclusive determination.

(f) Time Limits

Extensions to the time limits contained herein above, may be agreed upon between the parties only for the most serious of reasons.

9.03 Arbitration

A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Employer and the Union, unless either party indicates that they want a three (3) person Board of Arbitration which shall consist of one (1) person appointed by each party and a chairperson to be selected by the two so appointed.

Where the parties are using a one (1) person Board of Arbitration, the Employer and the Union shall mutually agree on the person within fourteen (14) calendar days of the referral under Clause 9.02(d).

Where the parties are using a three (3) person Board of Arbitration, the Employer and the Union shall appoint their respective representative within seven (7) calendar days of the referral under Clause 9.02(f). The two representatives shall select a chairperson within a further seven (7) calendar days. Each party shall pay: its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Arbitration Board; and one-half (½) of the compensation and expenses of its Chairperson.

Where the parties are unable to agree on a person to be a single Arbitrator or a chairperson, as the case may be, either party may apply to the Minister of Labour to make the appointment.

In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Board of Arbitration shall be final and binding on both parties. All costs and expenses incurred by the arbitrator shall be shared on an equal basis.

9.04 Grievance on Safety

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.01 Dismissal and Suspension

An employee who alleges wrongful dismissal or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Article 9. If the employee is found by a Board of Arbitration appointed under the provisions of Article 9 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to wage lost by reason of dismissal, suspension or other discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or
- (b) make such an order as it considers fair and reasonable, having regard to the terms of this Agreement.

An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

ARTICLE 11 - EMPLOYEE RIGHTS

11.01 Right to Have Steward Present

An employee shall have the right to have his/her Steward or Union representative present during disciplinary meetings, provided that there is no undue delay caused by the unavailability of a Union representative or steward. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward or Union Representative to be present at the interview. It is understood that this provision does not apply to discussions that are part of an investigation or operational in nature.

11.02 Personnel Records

An employee shall, upon giving reasonable notice, have the right to have access to and review his/her personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No adverse report from the employee's record, of which the employee was not

aware, may be introduced as evidence in any hearing. The Employee shall have the right to make copies of any material contained in his/her personnel record.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification.
- (b) Seniority shall be used in determining preference or priority for call-in procedures in the Preschool, promotion, subject to Article 13.03, layoff, permanent reduction of the workforce, overtime and recall subject to the provisions of this Agreement. (Call-in procedures for the Family Enrichment Program are detailed in Letter of Understanding #1.)
- (c) Auxiliary employees who obtain regular status will be granted seniority based on all hours worked, excluding overtime, for the twelve (12) month period immediately prior to the date on which they obtain regular status.
- (d) When two (2) or more Auxiliary employees are being considered for a vacancy posted pursuant to Article 13.01 of this Agreement, Article 13.03 will apply to these employees. In applying Article 13.03, these employees will be considered to have seniority based on the number of regular hours worked for the Employer as an auxiliary employee.
- (e) Temporary full time employees who obtain regular status shall have their seniority dated from their last date of hire as temporary full time employees.
- (f) Regular part time employees shall accumulate seniority on the basis of regularly scheduled time excluding overtime hours worked. Regularly scheduled time shall include time absent from work as a result of a compensable absence covered by WCB.

12.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced including the number of regular hours worked by Regular, Part time and auxiliary employees.

This list shall be updated annually and made available to the employees and the Union by the end of each September. A copy shall be sent to the Local Union.

12.03 Loss of Seniority

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

An employee shall only lose his/her seniority in the event:

- (a) He/she is discharged for just cause and is not reinstated;
- (b) He/she voluntarily resigns;
- (c) He/she fails to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause;
- (d) He/she is absent without proper authorization for three (3) or more consecutive workdays;
- (e) He/she has not worked for the Employer during the last school year.

12.04 Probation and Seniority for Newly Hired Employees

A newly hired employee shall be on probation for six (6) months or 780 hours whichever occurs first, excluding overtime. During this probationary period, employees shall have no rights based on seniority, but on completion of the probationary period, seniority shall be based on the total hours worked for the Employer as calculated in accordance with Article 12.01. After successful completion of the probationary period, the employee shall be eligible for benefits and seniority shall be effective from the original date of hire.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

- (a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs, the Employer shall post the position internally and shall provide the Union with a copy of the posting.
- (b) Exceptions to the above are:
 - 1. Temporary vacancies of three (3) months or less;
 - 2. Auxiliary positions.

These posting provisions may be waived by mutual agreement between the Employer and the Union.

- (c) It is the intent of the parties that vacancies which do not require posting pursuant to (a) above be filled, subject to operational requirements, in accordance with Article 13.03, from current qualified employees who are available and capable of performing the work.

13.02 Information in Postings

Such notice shall contain the following information:

Nature of position, location, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function(s).

13.03 Job Selections

In making appointments, promotions, transfers and demotions, the skill, knowledge and ability of the applicant concerned shall be the primary consideration, but where such qualifications are equal, length of service shall be the determining factor.

13.04 Temporary Positions

Temporary positions shall not exceed twelve (12) consecutive calendar months without the agreement of both parties, or as specifically permitted in this Agreement.

ARTICLE 14 - LAYOFF AND RECALL

14.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force as defined in this Agreement.

14.02 Layoff

- (a) When laying off an employee or employees within each classification, the last hired shall be the first laid off, based on length of service with the Employer, it being understood that:
 - i) employees in a higher classification may be demoted to a lower classification, and
 - ii) probationers have no seniority, and
 - iii) an employee who has been promoted from one classification to another, and subsequently demoted to the lower classification shall, within that lower classification, have seniority according to length of service with the Employer.
- (b) Employees who have completed their probationary period and who are laid off and subsequently recalled to work within one (1) year of the layoff, shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service.

- (c) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall give to the employees concerned who have completed the probationary period not less than two (2) calendar weeks or ten (10) working days prior written notice of any layoff under this clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. If an employee to whom notice of layoff is given under this clause 14.02 (c) has not been given, the opportunity to work for at least ten (10) days of the period of such notice the employee shall be paid for those days for which work was not made available. The Employer shall be required to give notice of layoff under this clause 14.02 (c) only to those regular full time, regular part time, temporary full time and auxiliary employees who have acquired seniority rights in either a regular seniority pool or an auxiliary seniority pool and have completed the probationary period as aforesaid.

14.03 Recall

- (a) Recall List
Laid off regular employees will be retained on a recall list for a duration of twelve (12) months during which time they shall be considered to be on-call employees and subject to the provisions of this Collective Agreement. Laid off employees who desire to return to service when work is available to them must keep their supervisor informed of their current address in order that they be readily accessible. If a regular employee is recalled for a period of in excess of thirty (30) consecutive days, he shall be returned to regular status.
- (b) Recall Procedure
When work becomes available, laid off regular employees shall be recalled by the Employer for return to service in order of seniority, provided an employee so recalled is fully qualified and capable of performing all required work.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work

- (a) Regular Weekly Hours
The regular weekly hours shall consist of five (5) days, Monday to Friday, and hours of work for full time employees shall be between thirty (30) and thirty-five (35) hours per week.
- (b) Regular Daily Hours
The regular daily hours for full time employees shall consist of between six (6) and seven (7) hours per day between 8:30 am to 4:30 pm.
- (c) Unpaid Meal Breaks
Employees shall be entitled to one unpaid meal break per day.

- (d) Rest Periods
Two (2) ten minutes rest periods will be allowed each shift.

ARTICLE 16 - OVERTIME

16.01 Overtime defined

The Employer agrees to pay overtime wages if an employee works more than seven (7) hours a day or thirty-five (35) hours a week.

16.02 Pre-Approved Overtime

All overtime must be pre-approved by the Supervisor except in cases of emergency.

16.03 Overtime Wages

Overtime worked will be compensated in accordance with the following:

- (a) The first two (2) hours worked in excess of seven (7) hours in a day will be compensated at one and one half (1 ½) times the employees regular wage and
- (b) All hours worked in excess of nine (9) hours in a day will be compensated at two (2) times the employees' regular wage.

16.04 Weekly Overtime

All hours worked in excess of thirty-five (35) hours in a week will be compensated at a rate of one and one-half (1½) the employee's regular wage for the first seven (7) hours and two (2) times the employee's regular wage for all hours worked thereafter.

ARTICLE 17 - PAID HOLIDAYS

17.01 Statutory Holidays

The Employer recognizes the following statutory holidays:

| | |
|-----------------|------------------|
| New Year's Day | Good Friday |
| Easter Monday | Victoria Day |
| Canada Day | B.C. Day |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

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

17.02 Statutory Holiday Pay

- (a) Once an employee has worked for the Employer for thirty (30) calendar days, the employee is entitled to statutory holidays with pay.
- (b) An employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.
- (c) An employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by fifteen (15).
- (d) Employees who do not work between the end of one school year and the start of a new school year are not entitled to statutory holiday pay for any statutory holidays that may fall within that period of time.

ARTICLE 18 - VACATION PAY

18.01 Vacation Pay

Paid annual vacation for all persons covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 7 of the Employment Standards Act.
- (b) In the first part vacation 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 August 31st.
- (c) During the second up to and including the ninth (9th) vacation year of service – fifteen (15) working days.
- (d) During the tenth (10th) up to and including the twentieth (20th) vacation year of service – twenty (20) working days.
- (e) During the twenty-first (21st) vacation year of service and during each year thereafter – twenty-five (25) working days.
- (f) Vacation year shall mean the twelve-month period from September 1st to August 31st inclusive.

18.02 Vacation Scheduling

- (a) Regular employees with greater than one (1) year of service shall take vacation time off during Christmas and Spring Break as defined by the Vancouver School Board calendar. Such vacation time shall be equal to the number of days that would have been worked had Christmas and Spring breaks not occurred minus any statutory holidays that occur during these breaks. Employees that do not have full vacation entitlement shall take whatever vacation time they are entitled to and take the balance as a leave of absence without pay.
- (b) The remaining vacation entitlement shall be taken at a mutually agreed time.
- (c) Employees leaving upon reaching maximum retirement age are entitled to the following:
 - Retiring prior to April 1st, they receive half of the usual annual vacation pay;
 - If retiring on or after April 1st, they receive the full annual vacation pay.
- (d) An employee who has been granted a leave of absence in excess of thirty (30) days shall have vacation entitlement pro-rated accordingly.
- (e) Employees with remaining vacation entitlement pursuant to (a) and (b) above may elect to bank that remaining entitlement to be used within the following three (3) years. This vacation so banked will be paid at the time it is taken at the rate at which it was earned. In addition, this vacation must be taken in full week increments and at a time agreed by the designated Community Recreation Supervisor. It is understood that the Preschool Supervisor will develop a process to record and track this banked vacation in conjunction with the Hastings Community Association Bookkeeper.

18.03 Regular Full Time Employees - Who work less than twelve (12) months per vacation year

Full time employees who work less than twelve (12) months per vacation year shall be allowed paid annual vacation on a pro-rated basis. For example, employees who work ten (10) months will have their entitlement based on 18.01 above multiplied by ten-twelfths (10/12). An employee with four (4) vacation years of service would be entitled to fifteen (15) days times ten-twelfths (10/12), or twelve and one-half (12½) days.

18.04 Regular Part Time Employees

Regular part time employees will be paid annual vacation on a pro-rated basis, according to service. (Service is based on the accumulated regular hours worked, i.e. 1 year=1827 hours worked).

ARTICLE 19 - EMPLOYEE BENEFITS

19.01 Employee Benefits

- (a) Regular Full Time Employees
Upon completion of three (3) calendar months' continuous employment, regular full time employees shall be entitled to benefits. Prior to completion of the three-month period, Regular Full Time Employees shall receive twelve percent (12%) in lieu of benefits.

Benefits consist of a Dental Plan, Extended Health, Group Life and LTD. The cost of these plans shall be one-hundred percent (100%) borne by the Employer, except that the Employer's cost shall be limited to twelve percent (12%) of the employees' straight time earnings.

- (b) Regular Part Time Employees
Regular part time employees shall be paid twelve percent (12%) in lieu of benefits.

- (c) Auxiliary Employees
Auxiliary employees shall not be entitled to annual vacation, but shall be paid an amount equal to four percent (4%) of their regular earnings, which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off pay.

Auxiliary employees who have worked for the Employer on a consistent basis for a period of five (5) years shall have such pay in lieu of benefits increased to six percent (6%) of their regular earnings.

Payments in lieu of benefits above shall be paid to employees in each pay period.

ARTICLE 20 - PAID AND UNPAID LEAVES

20.01 Sick/Compassionate Leave Bank

Regular full time employees shall be entitled to one point three (1.3) days per month worked paid leave in a calendar year to be used at the employee's discretion to cover sickness, family emergency, bereavement, and similar circumstances requiring the employee to be absent from work. Documentation for absence will be provided if requested by the Employer. At the end of the school year, the unused balance will be paid out at the current substitute hourly rate.

Regular part time employees will be entitled to the above provisions on a pro-rated basis according to regular hours worked.

ARTICLE 21 - COURT ATTENDANCE AND JURY DUTY

21.01 Jury Duty and Witness Fees

- (a) Any employee called for jury duty or as a witness will be allowed time off during the period of such duty. The employee's regular pay will be continued provided that all remuneration received for such duty is remitted to the Employer.
- (b) Expenses Incurred
The Employer does not make allowance for payment of additional transportation costs, parking fees, lunches, etc. incurred while on such duty.
- (c) Method of Reporting
All absences, even if less than two (2) hours, are to be reported in advance to the Supervisor.

21.02 Leave of Absence for Full Time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected or selected for a full time position with the Union shall be granted leave of absence without loss of seniority and without pay for the term of office.
- (c) An employee who is elected or selected for a full time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request during his/her term of office.
- (d) An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her terms of office.

21.03 Pay During Leave of Absence for Union Work or Convention

An employee shall receive the pay and benefits provided for in the Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for pay and benefits during the period of absence.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 How Wages are Paid

Pay periods will coincide with regular Hastings Community Association payroll dates, in Canadian currency, by direct deposit, payable on demand, drawn on a savings institution.

22.02 Statement of Wages

The Employer shall, on every payday, give to each employee a written statement of wages of his/her pay period according to the Employment Standards Act.

22.03 Pay on Temporary Transfer, Higher Rated Position

When an employee temporarily relieves in, or performs the principal duties of, a higher rated position for a continuous period of one (1) full day or more, she/he will receive the appropriate rate of pay on the salary scale according to the time she/he has previously worked in the higher level job.

22.04 Pay on Transfer, Lower Rated Job

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower hourly rate, his/her rate shall not be reduced for the first six (6) months. Thereafter, the employee shall be paid the corresponding rate of pay for the lower rated position.

22.05 Education (Tuition) Reimbursement

- (a) Employees may apply to be reimbursed by the Employer for tuition costs. If approved by the Employer, employees may be reimbursed for 50% of the tuition cost of a course, up to a maximum of two hundred and fifty dollars (\$250), upon successful completion of a course.
- (b) Notwithstanding (a) above, regular employees working in the Preschool who have five (5) or more years of service will have preapproved courses required for their Early Childhood Educator certification reimbursed at 100%, up to a maximum of \$200 per employee per year.

22.06 Professional Development

Full time regular employees are entitled to three (3) professional development days per year. These may be allocated to either team or individual development.

(Part time regular employees who, as at the date of ratification of this Agreement, had previously been entitled to professional development days, will continue to be entitled to professional development days on the same basis, except that they will not be entitled to more than three (3) days per year).

22.07 Meetings/Conferences

Employees will receive a payment over and above their regular salary, as detailed below, when required by the Employer to attend any of the following, outside normal working hours:

- Association Board Meetings
- Centre Staff Meetings
- Program Committee Meetings
- Evening Parent Meetings and Conferences
- Any other meeting, conference or event at which the Employer requires the employee to be present.

The employee will be expected to attend such meetings as directed. When possible, the employee will flex time on a biweekly schedule to attend meetings. Otherwise, the employee may take either compensation in the form of time off in lieu or payment at the appropriate rate of pay in accordance with the provisions of articles 15 and 16.

22.08 Salary Protection

After six (6) months' continuous employment, employees will receive a minimum of two (2) weeks' severance in case of layoff, including when on approved leave of absence for:

- Long-term disability
- E.I. Maternity or Parental benefit

ARTICLE 23 - LABOUR MANAGEMENT COMMITTEE

23.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

Notwithstanding the above, it is understood that from time to time either party may bring an additional representative, for training purposes. This additional representative shall have observer status only and shall not be permitted to vote or to participate in discussions without the mutual agreement of the parties. Further, this additional representative shall not be paid by the Employer, whether the meeting is held during working hours or not.

23.02 Purpose of the Committee

The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to improve the quality and delivery of preschool and drop-in programs, and to promote workplace productivity.

23.03 Jurisdiction of Committee

The committee shall not have jurisdiction or the ability to discuss wages or any matter of collective bargaining, including the administration of this Agreement.

The committee shall not supersede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

23.04 Meetings of Committee

The committee shall meet at least once in each school term, or as required, at a mutually agreeable time and place. The committee shall meet at least two (2) times per year, or as required, at a mutually agreeable time and place. It is the intent of the parties that all meetings are held during normal work hours, as far as practical, with no loss of pay for regular committee members. In the event the meeting is held outside of working hours, the time of the regular committee members will be treated in accordance with Article 22.07. The chair of each labour management meeting shall alternate between the Employer and the Union. Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

Agreed this 11th day of Sept, 2015

**SIGNED
ON BEHALF OF THE UNION**

Mr. [Signature]
[Signature]
[Signature]

**SIGNED
ON BEHALF OF THE EMPLOYER**

[Signature]

APPENDIX "A" HOURLY WAGE RATES

| Job Title | | Step 1 | Step 2 | Step 3 |
|-------------------------------------|-------------|--------|--------|--------|
| Preschool Supervisor | 2011 | 22.33 | 23.37 | 24.32 |
| | 2012 | 22.72 | 23.78 | 24.75 |
| | 2013 | 23.12 | 24.20 | 25.18 |
| | 2014 | 23.52 | 24.62 | 25.62 |
| | | | | |
| Preschool Teacher | 2011 | 18.56 | 19.40 | 20.24 |
| | 2012 | 18.88 | 19.74 | 20.59 |
| | 2013 | 19.22 | 20.08 | 20.95 |
| | 2014 | 19.55 | 20.44 | 21.32 |
| | | | | |
| Preschool Substitute | 2011 | 15.65 | | |
| | 2012 | 15.92 | | |
| | 2013 | 16.20 | | |
| | 2014 | 16.49 | | |
| | | | | |
| Drop In Supervisor | 2011 | 18.39 | 18.82 | 19.22 |
| | 2012 | 18.71 | 19.15 | 19.56 |
| | 2013 | 19.04 | 19.48 | 19.90 |
| | 2014 | 19.37 | 19.83 | 20.25 |
| | | | | |
| Drop In Assistant | 2011 | 15.65 | | |
| | 2012 | 15.92 | | |
| | 2013 | 16.20 | | |
| | 2014 | 16.49 | | |
| | | | | |
| OSC TEAM LEADER | 2011 | 16.65 | | |
| | 2012 | 16.94 | | |
| | 2013 | 17.24 | | |
| | 2014 | 17.54 | | |
| | | | | |
| OSC LEADER PART-TIME/AUX | 2011 | 15.65 | | |
| | 2012 | 15.92 | | |
| | 2013 | 16.20 | | |
| | 2014 | 16.49 | | |
| | | | | |

Wage Increases

The wages in effect on August 31st, 2012 will be increased by 1.75%.

The wages in effect on August 31st, 2013 will be increased by 1.75%

The wages in effect on August 31st, 2014 will be increased by 1.75%.

APPENDIX B POLICY ON SEXUAL HARASSMENT

I. COMMITMENT

The Hastings Community Association and CUPE believe that the working environment of all employees should at all times be supportive of the dignity and self-esteem of individuals. Achieving this desired environment depends upon mutual respect, cooperation and understanding among fellow workers.

It follows that the Association and CUPE are committed to the maintenance of the work environment that is free from sexual harassment.

The Association will communicate this policy to all employees, provide employee education as necessary, train supervisors and managers, and establish procedures for complaint investigation and discipline.

II. DEFINITION

Sexual harassment can be defined as follows:

"unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature constitute sexual harassment when

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
- (b) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual, or
- (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment."

There are basically two types of sexual harassment. Paragraphs (a) and (b) describe harassment where an employment-related threat or reward is involved. This occurs when a harasser has the power to make decisions affecting the terms of employment of another individual. It is a situation where one individual tries to take sexual advantage of another individual on the basis of their employment relationship. This type of sexual harassment includes a threat to a worker's employment status or some gain or loss of job benefits.

Paragraph (c) refers to harassment, which has the effect of "poisoning" the work environment. It arises when words or conduct create an unpleasant or objectionable work environment. It usually does not involve threat of reprisal per se, but makes enduring it an unavoidable aspect of employment.

The victim of sexual harassment may be male or female. The harasser may be of the same or the opposite sex of the victim. The harasser may be a manager, supervisor, co-worker, or subordinate.

Examples of sexual harassment may include the following:

| Verbal: | Physical: |
|--|---|
| <ul style="list-style-type: none">• unwelcome remarks• jokes that cause awkwardness or embarrassment• innuendoes or taunting• gender-based insults or sexist remarks• telephone calls with sexual overtones• proposals of physical intimacy• repeated unwelcome requests for dates• requesting sexual favours | <ul style="list-style-type: none">• pinching• grabbing• hugging• patting• leering• brushing against• touching• kissing• displaying of pornographic or other• offensive or derogatory pictures• or cartoons or sayings |

III. PREVENTION

The Hastings Community Association and CUPE are committed to the eradication of sexual harassment from the workplace.

A. Information

1. This policy will be distributed to all employees.
2. Information sessions provided through the City of Vancouver or the Vancouver Parks Board will be made available upon request to employees and exempt personnel will be informed about sexual harassment in the workplace, its prevention, its eradication and the complaint procedure.

B. Training

1. Workshops for all supervisors and managers and interested employees will be conducted (through the City of Vancouver or Vancouver Parks Board) upon request and will include recognition of potential problems and liability, enforcing the Association policy, keeping employees informed, and working cooperatively with the Union.

IV. PROCEDURE FOR COMPLAINT, INVESTIGATION AND REMEDY

Sexual harassment is one of the most sensitive issues in the workplace. Because of this, a complaint procedure must be flexible to apply to all situations.

To be truly effective, a procedure must be accessible on several levels. It must be immediately available, totally confidential initially and provide a mechanism for investigation. It must consider penalties for harassers and remedies for victims. It should be separate and distinct from any other existing procedures. Accordingly, the Association's procedure is not meant to be restrictive. It is acknowledged that an employee may want to follow a Union complaint procedure or to file a grievance. A harasser may prefer to talk initially to his or her supervisor, to the Personnel Committee of the Board, or even to the Association President, in effect to invent his or her own procedure. What follows does not prohibit that. However, it is presented as a recommended procedure, which is likely to be effective in most instances.

Association Complaint Procedure

1. A victim of sexual harassment may take the initial complaint to a designated representative of the Personnel Committee of the Board who will act as a complaint officer. (Such Officer shall be identified, in confidence to the Union).
2. In an environment of confidentiality, the complainant and the complaint officer will review the definition of sexual harassment. The complaint officer will outline the complaint procedure.
3. The complaint officer will discuss alternative courses of action with the complainant. The complainant may wish to discuss the issue directly with the harasser (with the option of support from the complaint officer) in order to arrive at a solution. Or the preference may be to begin an investigation. Alternatively, the complainant may wish to consider the matter further, initiate a grievance, or stop the process.

4. At the request of the complainant, an investigation will be undertaken. At this point, it will be necessary to record the complaint in writing. When the investigation is begun, the complainant's identity will be made known to the alleged harasser.
5. The investigation will be conducted by the complaint officer with the assistance of other Association staff during the investigation as he or she sees fit. Interviews will be held with the alleged harasser and with other staff as necessary.
6. Once the investigation has been completed, the findings will be discussed with the complainant and the alleged harasser by the complaint officer.
7. The complaint officer will make an effort to achieve a resolution of the complaint at this point.
8. If the matter remains unresolved the complaint officer will submit a written report to the Board Personnel Committee, outlining the facts, the issues and a recommended resolution.
9. The Board Personnel Committee will decide the matter. The employee will have access to the grievance procedure where applicable.
10. In keeping with the commitment of the Association and its Union to the elimination of sexual harassment in the workplace, it is understood and implied that remedial action is intended in all cases to be appropriate to the situation. It is the expressed agreement of both the Union and management that remedies may range from warning to dismissal. Where changes in the workplace are made necessary by demonstrated sexual harassment, the burden of those changes shall be borne by the harasser.

V. CONCLUSION

In promulgating this policy, the Hastings Community Association is demonstrating its determination to rid the workplace of sexual harassment. A complaint procedure has been provided to deal with such incidents as may occur, with provision for discipline if an employee is in breach of this Policy. Provision is also made to change situations where sexual harassment occurs, and to educate employees and supervisors/managers on all relevant aspects of sexual harassment. In all these ways, the goal of the Policy is prevention.

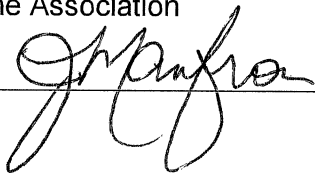
LETTER OF UNDERSTANDING #1

Call-in procedures for the Family Enrichment Program

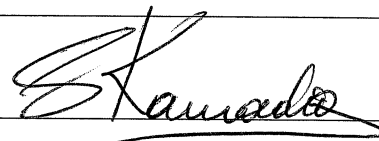
- 1) The supervisor of the Family Enrichment Program will maintain a substitute call-in tracking record in order to ensure all part-time and auxiliary staff are provided equal opportunities to fill additional shifts within the Family Enrichment Program.
- 2) The part-time and auxiliary staff list will be updated each September to record current availability of staff for call-in and to record all hours worked by each employee in the previous twelve (12) months.
- 3) At the beginning of September, staff on the on-call list are to be listed in the order of all hours worked in the previous twelve (12) months, highest to lowest.
- 4) When a shift becomes available, the first person on the on-call list will be called to cover the shift provided the available shift coincides with listed staff availability. If the first person on the list is unavailable or unable to work the shift being filled, the next person on the on-call list will be called.
- 5) Staff will then be called on a rotating basis for subsequent available shifts as is consistent with staff availability. This means that the next time additional shift coverage is required, the next person on the on-call list will be called to fill that shift.
- 6) Call-in practices within the Family Enrichment Program do not preclude staff who are on the on-call list from having regularly scheduled shifts.
- 7) Staff who are on the on-call list at the Family Enrichment Program may also be on the on-call list for the Hastings Community Association Preschool. When called to cover shifts in the Preschool, these staff will be called in accordance with Article 12.01 (b) of the Collective Agreement.
- 8) This letter of understanding will not in any way alter the call-in procedures used in the Preschool, which are in accordance with Article 12.01 (b).

Agreed this 11th day of Sept, 2015

For the Association



For the Union:



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