

2021-2023

**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**CARNEGIE COMMUNITY CENTRE ASSOCIATION**

(hereinafter called "the Employer")

**AND THE:**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 15 - VMECW**

(hereinafter called "the Union")

Whereas the Association is an Employer within the meaning of the Labour Relations Code of British Columbia; and whereas the Union is the bargaining authority for the employees at Carnegie Community Centre Association at the Carnegie Community Centre; and whereas the parties hereto have carried on collective bargaining under the terms of said Code and have reached Agreement as hereinafter expressed; now this Agreement is witnessed that the parties hereto agree each with the other as follows:

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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 and the Union as contained herein, and 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 3 years.
- 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 Definition of Employees

The following terms defined in this clause, unless otherwise specifically provided herein, shall have for the purposes of this Agreement, the meanings hereinafter specified and replace all existing definitions:

- a) "Regular Full-Time Employee" means an employee who is employed on a full-time basis for thirty-five (35) hours, forty (40) hours, or other such number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for an indefinite period of time.
- b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis for thirty-five (35) hours, forty (40) hours, or other such number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for a definite and limited period of time not to exceed one (1) year (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).
- c) "Regular Part-Time Employee" means an employee who is employed on a regular part-time schedule of weekly hours, which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.
- d) Temporary Part-time Employee means an employee who is employed on a regular part-time schedule of weekly hours for a definite and limited period of time not to exceed one (1) year (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).
- e) Auxiliary Employee means an employee who is hired for short term backfilling not to exceed 6 weeks in duration. Auxiliary Employees will only be used in an emergency situation whereby an existing employee is unable to fulfill their duties due to short-term leaves of absences.

## **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 its intention 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.

## **ARTICLE 3 – RECOGNITION AND NEGOTIATION**

### **3.01            Union Recognition**

The Employer recognizes the Canadian Union of Public Employees, Local 15 as the sole and exclusive collective bargaining agent for all of its employees as certified by the Labour Relations Board of British Columbia and hereby agrees to negotiate with the Union, 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            Work of the Bargaining Unit**

Except for incidental or emergency situations, any person whose classifications not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

Where there is a bona fide lack of funding available to continue to fund a bargaining unit position, the Association reserves the right to pursue these activities on behalf of the DTES community.

Community organizing related to housing, poverty, homelessness issues and gentrification of the DTES is a priority for the Association. This provision does not limit the Employer's ability to advocate on behalf of the Association in addition to the advocacy or similar type work normally done by members of the bargaining unit. Additionally, these provisions do not allow for the Employer to replace bargaining unit members.

### **3.03            No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of the collective agreement.

3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement. Except in cases of emergencies the union will seek prior approval from the employer to access the office, such access will not be withheld except in the case of bona fide operational needs.

3.05 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 Carnegie Community Centre Association representative when it becomes necessary to transact business in connection with matters affecting members of the Union. Approval of such time off will be subject to bona fide operational needs to the employer. Except in cases of emergency, the Union shall provide a minimum of 24 hours notice, such notice may be waived by the employer.

**ARTICLE 4 – HUMAN RIGHTS**

4.01 Harassment Definition

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

4.02 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, colour, ancestry, place origin, religion, political belief or activity, income, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, gender identity or expression nor by reason of their membership or activity in the Union.

4.03 Sexual and Other Forms of Harassment

- a) Sexual harassment shall include, but not be limited to:
  - i) unnecessary touching or patting
  - ii) suggestive remarks or verbal abuse
  - iii) leering at a person's body
  - iv) compromising invitations
  - v) demands for sexual favours
  - vi) physical assault

- b) The Employer agrees to develop, a policy against harassment and make all management/board personnel and employees aware that violations of the policy will be met with appropriate action including potential discipline up to and including discharge or in the case of a board member, corrective actions or sanctions.
- c) Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- d) Where the alleged harasser is the person who would normally deal with the first step of such grievance, the grievance will automatically be sent forward to the next step.
- e) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- f) The Employer recognizes the principle that it is their responsibility to maintain a discrimination free workplace.

## **ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT**

### **5.01 All Employees to be Members**

Within one (1) 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 bylaws of the Union. As a condition of employment, all new employees 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 15<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, personal phone and email addresses, and classifications of employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment.

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.

**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 supply new employee names and full contact to the union within one week of them becoming union members. The Union will contact new employees and give them a copy of the Collective Agreement and Union Bylaws. In addition, the Union shall be granted up to twenty (20) minutes during paid time to provide a Union orientation to new employees. The Union orientation must occur within twenty (20) business days of the first day of employment.

**ARTICLE 8 – RESOLUTIONS AND REPORTS OF THE EMPLOYER**

8.01 Employment Conditions Recommendations

Any significant Employer proposed changes to working conditions or the Employer's methods of conducting business that are not covered by the Collective Agreement, shall be communicated to the Union.

Notice shall be given in time to afford the Union a reasonable opportunity to make submissions to the Employer for their consideration.

8.02 Discipline Correspondence Copied to the Union

A copy of correspondence regarding discipline between the Employer and any employee in the bargaining unit shall be forwarded to the Secretary of the Union or their 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 them.

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 over 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) Step 1

The Union may within twenty-one (21) calendar days of the circumstance(s) giving rise to the grievance, or the date the employee first became aware of the incident giving rise to the complaint, take up the grievance with the appropriate supervisor (who may be the President of the Association) by notifying them in writing of the nature of the grievance, the alleged violation of the Collective Agreement and the remedy sought.

A meeting must be held within fourteen (14) calendar days of the receipt of the union's Grievance and the answer to the grievance must be given to the union in writing within fourteen (14) calendar days of the meeting held to discuss the grievance at Step 1.

b) Step 2

If the grievance is not settled at Step 1 within fourteen (14) calendar days of the Step 1 response from the Employer, the matter shall be referred by the union to the Employer's Executive committee who will choose two members (who have not been involved in Step 1) to hear the matter.

The Union will be provided no less than fifteen (15) minutes to present its position to the board and answer any questions from individual executive members. The presentation will occur during an "in camera" session of a regular or special meeting of the board. Such meeting must occur within fifteen (15) calendar days of the Union forwarding the matter to Step 2 of this grievance procedure. The Employer will provide a written response within ten (10) calendar days of the Union's Step 2 presentation indicating their answer to the grievance.

d) Step 3

If the grievance is not settled in Step 2 either party may, within twenty one (21) calendar days of receipt of the Employer's response, forward the matter to an Arbitrator (as outlined in Article 9.03) for final and conclusive determination.

e) Time Limits

Extensions to the time limits in the grievance procedure may be extended by mutual agreement between the parties. The parties further agree that during the annual operational closure, grievances will be held in abeyance and the timelines will be extended accordingly.

9.03 Arbitration

An Arbitrator shall be mutually appointed by the Employer and the Union. 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 unable to agree on an Arbitrator either party may apply to the Minister of Labour to make the appointment.

In all other respects, the provisions of the Labour 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 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

9.05 Expedited Grievances

The Union, on behalf of an employee, or a group of employees, who is/are experiencing bullying, harassment, discrimination shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

In the case of the annual operational closure period interfering with the timelines of a grievance based on unsafe working conditions, the Union may file such grievance at step 2 of the grievance procedure upon the conclusion of the annual operational closure.

**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 an Arbitrator appointed under the provisions of Article 9 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Arbitrator may:

- a) direct the Employer to reinstate the employee and pay to the employee a sum equal to wages 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 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 their Steward or Union representative present during any discussions with supervisory personnel which have the expressed purpose of discipline, suspension or dismissal of the employee. 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 their Steward or Union representative to be present at the interview.

### **11.02 Political Action**

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates or subordinate bodies. Such participation will not take place during paid work hours.

Political Action outside of the mandate of the CCCA (any action other than that related to Housing, Homelessness, Gentrification or income supports) will not be taken during paid work hours.

### **11.03 Personnel Records**

With seven (7) days' notice, an employee shall have the right to have access to and review their 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 evidence from the employee's record, of which the employee was not aware, may be introduced as evidence in any hearing. An employee shall have the right to have copies of any material contained in their personnel record but shall not be permitted to remove any materials from the file.

## **ARTICLE 12 – SENIORITY**

### **12.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification. Seniority shall be used in determining preference or priority for promotion, if the senior employee possesses the qualifications and skills, necessary for the job, subject to Article

13.03, layoff, permanent reduction of the workforce, recall, overtime and as set out in other provisions of this Agreement.

Seniority is determined by length of service from date of hire.

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.

12.03 Loss of Seniority

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

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They voluntarily resign.
- c) They fail 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) They have been on layoff for a period greater than one year.

12.04 Probation and Seniority for Newly Hired Employees

A newly hired employee shall be on probation for the first five (5) months of their employment. During the probationary period, the employee shall be entitled to all rights of this Agreement. After successful completion of the probationary period, seniority shall be effective from the original date of hire.

Part-time employees are entitled to all sick time, statutory pay and vacation entitlements of the Agreement on a proportional basis.

**ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

13.01 Job Postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, providing the position is not deemed redundant, the Employer shall post the position internally and externally at the same time and shall provide the Union with a copy of the posting.

It is the priority of the Association and its funders to hire low income community members.

Should an internal applicant hold the required qualifications of the posting, they will be awarded the position.

Notice of vacancy shall be posted for seven (7) days in a conspicuous place at the work site and distributed to all employees.

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). All job postings shall state "The Employer is an Equal Opportunity Employer".

13.03 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- a) The principle of promotion within the service of the Employer.
- b) That job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, the appointment shall be made of the applicant with the greatest seniority and having the required qualifications, skill and ability in accordance with Article 13.02. The job shall be filled on the posted date (if identified) or as soon as practicable after the appointment.
- c) If Temporary Full-Time/Part-Time employees have satisfactory work performance, it is understood these employees will have the right to apply for postings as an internal applicant, within twelve (12) months of the completion of their appointment, assuming the work offered is identical or very similar in nature to the previous work done.

13.04 Trial Period

The successful applicant shall be notified within fourteen (14) calendar days following the end of the posting period or within one week of completion of interviews and approval by board. They shall be given a trial period of five (5) months, during which time they will receive the necessary orientation for the position. The Employer shall not curtail the trial period without cause, before it has run its full course. Conditional on satisfactory service, the employee shall be cleared permanent after the period of five (5) months. The Trial period may be extended by mutual agreement.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be

returned to their former position, wage or salary rate, without loss of seniority, provided that the original position still remains.

13.05      Notification to Employee and Union

Within fourteen (14) calendar days of the date of appointment to a vacant position, notification that the position has been filled shall be sent to each interviewed applicant. The Employer agrees to notify the Union of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths, or other terminations of employment.

**ARTICLE 14 – LAYOFFS AND RECALLS**

14.01      Definition of Layoff

Layoff means the elimination of a regular position, or a reduction in the core hours of a regular position. Layoff includes reduction in the hours of work, reduction in the workforce, severance from active employment due to lack of work or funds or due to the discontinuation of a function or program or due to the implementation of technological or organizational change.

14.02      Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of seniority providing those remaining have the qualifications, skills, and ability to perform the job.

14.03      Recall Procedure

Employees shall be recalled in the order of their seniority providing they are qualified and have the skills and ability to perform the job.

14.04      No New Employees

New employees shall not be hired until those laid off have been given the opportunity of recall in accordance with Article 12.03, provided the laid off employee possesses the necessary qualifications to perform the job.

14.05      Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer agrees to notify employees who are to be laid off twenty (28) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for those scheduled workdays for which work was not made available.

## **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, seven (7) to eight (8) hours per day and thirty (35) to forty (40) hours per week. Where operational needs require, the regular workday may be modified by mutual agreement of the parties, such agreement will not be unreasonably withheld.

#### b) Regular Daily Hours

The regular daily hours shall consist of seven (7) to eight (8) hours between 8 a.m. and 7 p.m. between Monday to Friday.

The nature of community organizing work demands some evening and weekend work and will be performed with the agreement of the employee and at the request of the employer. Any work done outside of regular hours in this case, will not be considered overtime and weekday work during the following two weeks will be diminished to compensate for extra time worked in the preceding week. The employer will make every reasonable effort to ensure that employees have two consecutive days off, when required by the employer to work irregular hours and days of work.

#### c) Unpaid Meal Breaks

Employees working five (5) or more hours in a day shall take an unpaid meal break each shift of no less than thirty (30) minutes.

#### d) Rest Periods

Two (2) paid fifteen (15) minute rest periods will be allowed each shift.

## **ARTICLE 16 – OVERTIME**

### 16.01 Overtime Defined

The Employer agrees to pay overtime wages if an employee is directed to work more than eight (8) hours a day or forty (40) hours a week and for all hours worked on a statutory holiday outlined in Article 17.01 of this agreement.

### 16.02 Pre-Approved Overtime

All overtime must be pre-approved by the Supervisor.

16.03 Overtime Wages

The Employer must pay an employee who agrees with an employer request to work over eight (8) hours in a day:

- a) One and half (1½) times the employee's regular wage over eight (8) hours,
- b) One and half (1½) times the employee's regular wage for hours worked on any statutory holiday defined in Article 17.01 of this agreement, and
- c) Double the employee's regular wages for any time over nine point nine (9.9) hours. or as mutually agreed in Article 15.01

16.04 Weekly Overtime

The Employer must pay an employee who agrees to an employer request to work over forty (40) hours in a week:

One and half (1½) times the employee's regular wage for the eight (8) hours in excess of forty (40) hours per week and double (2x) time for all hours worked thereafter.

16.05 Averaging Agreement

The parties may negotiate an averaging agreement to minimize employee overtime subject to the terms and conditions set forward in Section 37 of the BC Employment Standards Act. Such agreement must be approved by the Union prior to implementation and may be revoked by either party at any time.

16.06 Call-Out Pay

Subject to the provisions of Article 15.01 (Hours of Work), an employee who is called back to work after they have completed their normally scheduled day's work and has left the workplace, or who is called in to work before their regular starting time with less than 48 hours notice, shall be paid double time for all hours worked outside their normal working hours. Such employee shall be guaranteed a minimum of two (2) hours work or two (2) hours pay at the double time rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

**ARTICLE 17 – PAID HOLIDAYS**

17.01 Statutory Holidays

The Employer recognizes the following statutory holidays:

New Year's Day

B.C. Day

Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.

17.02 Eligibility for Statutory Holiday Pay

Once an employee has worked for the Employer for thirty (30) calendar days, the employee is entitled to statutory holidays with pay.

17.03 Statutory Holiday Pay

How statutory holiday pay is calculated:

- a) Full-time employees will be paid an amount equal to their daily scheduled hours.
- b) Part-time employees will be paid their average daily wage calculated by dividing the sum all hours worked in the previous twenty (20) business days by twenty (20).

**ARTICLE 18 – VACATION PAY**

18.01 Vacation Pay

Paid annual vacation for all employees will be calculated for each pay period and included in payroll statement. Paid annual vacation for all employees actively working for CCCA 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) During the first (1<sup>st</sup>) year of employment up to and including the fifteenth (15<sup>th</sup>) calendar year of service – vacation time equivalent to approximately four (4) weeks will be taken during the annual operational closure as per article 18.02.
- c) During the sixteenth (16<sup>th</sup>) up to and including the twenty-fifth (25<sup>th</sup>) calendar year of service – vacation time equivalent to 10% of all wages.
- d) During the twenty-sixth (26<sup>th</sup>) and all subsequent calendar years of service – vacation time equivalent to 12% of all wages.
- e) Calendar year shall mean the twelve-month period from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

For all employees other than Regular Full-Time, payout of banked vacation time shall be paid out at anytime by request of the employee in writing. Any remaining vacation time shall be paid out at the end of the calendar year.

Paid annual vacation shall be approved as set in 18.02:

18.02 Vacation Scheduling

- a) In the first 15 years of employment as per Article 18.01, it is expected that all employees will take their full vacation during the annual period when the Association business is closed. This closure period normally runs from the first Friday after the August Board meeting until after Labour Day. Any change in closure dates shall be communicated as soon as possible.
- b) After 15 years of calendar service as per Article 18.01, unused vacation may be carried forward or paid out upon written request of the employee. No more than the equivalent of two (2) weeks vacation pay may be carried forward in any given year.
- c) Leave without pay at other times may be requested in writing. The employer will allow a reasonable request for time off without pay if it is operationally feasible.
- d) An employee who has been granted a leave of absence in excess of thirty (30) days shall have vacation entitlement pro-rated accordingly.

**ARTICLE 19 – EMPLOYEE BENEFITS**

19.01 Employee Benefits

“Employees shall receive four percent (4%) percent in lieu of a benefits plan. Except where otherwise expressed in the Collective Agreement, the percentage in lieu of benefits would replace benefits including but not limited to Extended Health, Dental, Pension and Cell phone plans. This will be calculated for each pay period, included in payroll statement and can be withdrawn in any pay period.”

**ARTICLE 20 – PAID AND UNPAID LEAVES**

20.01 Sick Leave

All regular employees shall be eligible for sick leave, which shall be granted and calculated as follows:

- a) One (1) paid workday per month. For the purposes of calculating sick leave, the workday will be defined as the normal scheduled hours of work on a normally scheduled workday (prorated for part-time) and may accumulate to a maximum of sixty working days for Regular Full-Time

employees. For all employees other than Regular Full-Time, accumulation is subject to a maximum equivalent to 3 months scheduled hours.

- b) A deduction shall be made from accumulated sick leave credit of all working days absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation Pay.
- c) Deductions shall be made if the injury is not covered by Workers' Compensation solely because time absent is less than qualifying period.
- d) Any person requesting sick leave with pay for more than three (3) or more days may be required to provide written confirmation from a duly qualified practitioner licensed to practice in the Province of British Columbia certifying that such person is unable to carry out their duties due to illness. Any cost charged for a medical certificate requested by the employer other than a medical confirmation from a qualified practitioner, the cost of the certificate shall be paid by the Employer.
- e) Notwithstanding the foregoing, newly hired, Regular Full-Time and Part-Time Employees who have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; provided that if any of such employees have been advanced sick leave with pay under this clause and leave the service of the Employer for any reason prior to the completion of six (6) months of continuous service, the advanced payment shall be repaid to the Employer by deduction from the employee's pay cheque.

#### 20.02 Workers' Compensation and Sick Leave Payments

Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to time loss compensation therefore under the Workers' Compensation Act, the employee shall not be entitled to use sick leave credits for time lost, by reason of any such disability.

#### 20.03 General Leave of Absence

- a) Requests by employees for leaves of absence without pay for up to one (1) year may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area.

When possible, requests for a General Leave of Absence shall be submitted in writing 90 days prior to the start date of the requested leave, to the employee's supervisor. The Employer shall reply within two weeks of the General Leave of Absence request

It is understood that if funding is no longer available at the end of the leave period the employee will not be reinstated, such affected employees will be subject to layoff notice in accordance with Article 14.05

b) Authorization for Exact Period

When obtaining authorization for a leave of absence without pay the exact period of absence must be requested. The employee will then be expected to take the full authorized period. This provision is required to eliminate unnecessary payroll adjustments and to avoid terminating the services of a temporary replacement prior to the period for which they were employed.

c) Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the vacation allowance to the nearest half-day for each excess month or portion of a month greater than one-half. Prorated for part time employees.

20.04 Family Illness Leave

Where no one other than the employee can provide for the needs of an immediate member of the employee's family during an illness an employee shall be entitled after notifying the employee's immediate manager to use up to three (3) accumulated sick leave days per calendar year for this purpose. In exceptional circumstances the employee's manager may approve additional leave without pay.

**ARTICLE 21 – BEREAVEMENT LEAVE**

21.01 Bereavement Leave

- a) In the event of the death of an employee's spouse (including common-law spouse), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or other relative if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) consecutive working days with pay. For purposes of Bereavement Leave, an employee co-habiting with the person and promoting such person as "spouse" and who has done so for a period of not less than twelve (12) months shall be entitled to the provisions of this clause.
- b) Any employee who qualifies for bereavement leave with pay under Article 21.01(a) and who travels to a point outside the Lower Mainland or British Columbia, may be granted additional leave without pay for a further period of two (2) consecutive working days.
- c) For the purpose of this clause as long as the conditions are met a) and b) may be taken separately.

- d) Employees will be granted up to two hours without loss of pay for attendance at memorials held in the Carnegie Centre for community members
- e) An employee who qualifies for bereavement leave without loss of pay under Clause 21.01(a) herein may be granted such leave when on annual vacation if approved by the Employer. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such leave without loss of pay.

## ARTICLE 22 – COMPASSIONATE LEAVE

### 22.01 Compassionate Care Leave

In accordance with the Employment Standards Act of B.C., an employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this article, "family member" includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Agreement.
- b) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave, or in a comparable position.

#### Additional Leave

Should an employee require additional time to care for a gravely ill family member, additional leave may be granted beyond the twenty-seven (27) week period specified. Such additional leave shall be in accordance with the Employment Standards Act of BC, including the certification criteria specified in the Act.

### 22.02 Leave For Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with Employment Standards Act:

- a) An employee can take up to 5 days of paid leave and 5 more additional days of unpaid leave per calendar year and,
- b) If necessary, an employee can take up to 15 additional weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. There will be no stacking of entitlements.

22.03 Leave Respecting The Death Of A Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority.

22.04 Leave Respecting The Disappearance Of A Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

**ARTICLE 23 – MATERNITY AND PARENTAL LEAVE**

Maternity and parental leave shall be granted as follows or in accordance with the Employment Standards Act, whichever is greater:

23.01 Maternity Leave

- a) A pregnant employee is entitled to up to seventeen (17) weeks of unpaid maternity leave. If the baby is confined to hospital, this period may be split and/or delayed by carrying forward one week for each week of hospitalization. This leave may start no earlier than thirteen (13) weeks before the expected birth date, and no later than the actual birth date. This leave must end no later than seventeen (17) weeks after the maternity leave begins.
- b) The parties agree that any job position vacancies created by the granting of maternity leave shall be filled on a temporary basis in accordance with Article 13.01 (Job Postings). When the employee indicates within the time permitted, in writing, that they are not returning to that position such a vacancy shall be reposted.

c) An employee who requests maternity leave is entitled to an additional six (6) consecutive weeks of unpaid leave if an employee is unable to return to work for reasons relating to the birth or termination of the pregnancy. A request for additional leave must be made in writing stating the reasons for requesting additional leave.

d) Return to Work

Upon return to work the employee shall be reinstated in their former position with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken. If their former position has been discontinued, the employee will be placed into a position of the same classification and pay rate which is coincidentally vacant. Where there is no vacancy, the employee with the least amount of seniority in the classification shall be laid off and the returning employee transferred to the resulting vacancy.

An employee on maternity, or parental leave shall not lose seniority entitlements. Seniority entitlements shall continue to accrue for the period of such leave.

23.02

Parental Leave

- a) A parent who takes maternity leave as set out in 23.01 above is also entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave, which must begin immediately after the end of the employee's maternity leave. An employee's maximum combined maternity and parental leave is seventy-eight (78) weeks of unpaid leave plus any additional maternity and/or parental leave the employee is entitled to pursuant to this Article and/or the *Employment Standards Act*.
- b) A parent, other than an adopting parent, who did not take maternity leave, is entitled to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.
- c) An employee who adopts a child is entitled to up to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
- d) An employee must apply for parental leave in writing to their supervisor at least four (4) weeks prior to the proposed start date of their leave.
- e) If the child who the parental leave was taken for has a physical, psychological or emotional condition requiring an additional period of parental care, an employee may request an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the initial period of parental leave.

- f) The Employer may require a certificate from a midwife, medical practitioner or nurse practitioner or other evidence of the employee's entitlement to leave.

Maternity/ Parental Leave provisions do not apply beyond the termination of the employee/employer relationship.

## **ARTICLE 24 – COURT ATTENDANCE, JURY DUTY AND OTHER LEAVES**

### **24.01 Jury Duty and Witness Fees**

- a) Any employee called for jury duty or as a witness will be allowed time off without pay for the period of such duty. If an exemption based on employment in the Downtown Eastside has been requested and denied, the employer agrees to pay up to one week of normally scheduled hours for jury duty.

- 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 manager.

### **24.02 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 pay and loss of seniority so that the employee may be a candidate in federal, provincial, or municipal elections. This leave shall be requested 8 weeks prior to the requested leave of absence. This leave will only be granted for a period up to six (6) months. Any time requested beyond six (6) months shall be at the discretion of the employer.
- 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 anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during their term of office.

24.03 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 25 – PAYMENT OF WAGES AND ALLOWANCES**

25.01 How Wages are Paid

Pay periods will coincide with regular Carnegie Community Centre Association payroll dates, paid on the 15<sup>th</sup> and the last day of the month, in Canadian currency, by cheque, payable on demand, drawn on a savings institution.

25.02 Statement of Wages

The Employer shall, on every pay day, give to each employee a written statement of wages of their pay period according to the Employment Standards Act.

25.03 Pay on Temporary Transfer, Higher Rated Position

- a) When an employee temporarily replaces or performs the principal duties of a higher paying position they shall receive the rate for the job which they are filling.
- b) If only some duties of the higher paying job are required the employee will be paid at the higher rate of pay for the actual hours worked doing those duties as directed by the employer.

25.04 Special Allowances

- a) Transportation.

Transportation for positions requiring the employee to regularly travel at the Employer's request will be paid in the form of B.C. Transit bus fare.

**ARTICLE 26 – JOB DESCRIPTIONS**

26.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the

Union presents written objection within thirty (30) days. If such objection cannot be resolved the issue may be subject to grievance and arbitration.

26.02 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

**ARTICLE 27 – HEALTH AND SAFETY**

27.01 Health & Safety

- a) The Employer and the Union agree that all parties, including employees, have a responsibility to provide and maintain a safe work environment and to work cooperatively to support and develop safe work practices that will protect and support all employees, co-workers, the public and the Carnegie Community Centre Association.
- b) All relevant regulations of the Workers' Compensation Act shall be observed and adhered to.

27.02 Right to Refuse or Stop Unsafe Work

Conditions in the DTES may involve elevated risks to worker safety. These risks include but are not limited to: exposure to drug paraphernalia and unsanitary conditions. Exposure to aggressive behavior due to heightened community stresses related to poverty, addictions, mental health issues and police surveillance.

Workers have the right to refuse unsafe work. If an employee has reasonable cause to believe that performing a job or task puts themselves or someone else at risk, they must not perform the job or task. The employee must immediately notify their supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation as per WorkSafe Legislation.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. Employees have the right to refuse to perform a specific job or task they believe is unsafe without being disciplined by their employer. The employer or supervisor may temporarily assign a new task to you, at no loss in pay.

27.03 Injury Pay Provision

An employee who is injured or made sick during working hours and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

## **ARTICLE 29 – JOB SECURITY AND GENERAL CONDITIONS**

### **29.01**            Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this agreement shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

## **ARTICLE 30 – LABOUR MANAGEMENT COMMITTEE**

### **30.01**            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. The committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

### **30.02**            Function of the Committee

The committee shall concern itself with the following general matters:

- a)        Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b)        Improving and extending services to the public.
- c)        Promoting safety and sanitary practices.
- d)        Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- e)        Correcting conditions causing grievances and misunderstandings.

### **30.03**            Meetings of Committee

The committee shall meet on an as needed basis within two calendar weeks of notice by a manager or bargaining unit employee at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

### **30.04**            Jurisdiction of Committee

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective 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.

## **ARTICLE 31 – LABOUR MANAGEMENT BARGAINING RELATIONS**

### **31.01            Representatives**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its management personnel with whom the Union may be required to transact business.

### **31.02            Union Bargaining Committee**

A Union Bargaining Committee shall elect or appoint one Bargaining Unit member as a representative of the committee. The committee shall consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the committee.

### **31.03            Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

### **31.04            Time Off for Meeting**

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

31.05            Technical Information

Within ten (10) days of a request by the Union, the Employer shall make available to the Union any information required by the Union that is deemed reasonable.

**ARTICLE 32 – RETURN OF EMPLOYER PROPERTY ON TERMINATION**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment or full layoff, including passwords, keys, electronic devices or any items purchased with Association funds. The Employer shall take such action as required to recover the value of articles which are not returned.

**ARTICLE 33 – SEVERANCE**

When a position is eliminated or discontinued, severance shall be applied as per the B.C. Employment Standards Act.


**RETROACTIVITY**


Unless otherwise specified, all items of this Collective Agreement shall be subject to retroactivity effective January 1, 2021


Upon ratification the parties agree to sign and print the collective agreement.


This Agreement shall be binding and remain in effect from **January 1, 2021 to December 31, 2023** and shall continue from year to year thereafter unless either party gives to the other party, notice to commence collective bargaining in accordance with the British Columbia Labour Relations Code.

Signed this 5<sup>th</sup> day of \_\_\_\_\_, year of \_\_\_\_\_

  
\_\_\_\_\_  
Gilles Cyrenbe President

  
\_\_\_\_\_  
Warren Williams, President

  
\_\_\_\_\_  
Paul Taylor, 1<sup>st</sup> Vice President

  
\_\_\_\_\_  
King-mong Chan, Unit Chair

CARNEGIE COMMUNITY CENTRE  
ASSOCIATION

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 15 - VMECW

## **SCHEDULE "A" - WAGES AND CLASSIFICATIONS**

Wage increases will be implemented on the following dates:

January 1, 2021 - 4.0%

January 1, 2022 - 4.0%

January 1, 2023 - 4.0%

Rates shall be rounded to the nearest whole cent.

Employees shall receive (4%) percent in lieu of a benefits plan. (taken from Article 19)

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