

COLLECTIVE AGREEMENT

BETWEEN

SOUTH ARM COMMUNITY ASSOCIATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 718



November 1, 2025 to December 31, 2027

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AGREEMENT BETWEEN:

SOUTH ARM COMMUNITY ASSOCIATION

(Hereinafter called the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 718

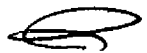
(Hereinafter called the "Union")

(Together called the "Parties")

1. PREAMBLE

Is the shared desire of the Parties:

- (a) To maintain and improve the harmonious relations between each other;
- (b) To act in good faith and reasonable manner with each other;
- (c) To recognize the mutual value of joint and collaborative discussions and negotiations between them in all matters pertaining to working conditions and employment;
- (d) To encourage efficiency in the operation of South Arm Community Association and to provide the best service to its patrons;
- (e) To promote the morale, well-being and security of all Employees whenever reasonably possible.

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2. TERM OF AGREEMENT

- (a) This Agreement shall be for a term of November 1, 2025, to December 31, 2027. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al., neither party shall make any change or alter the terms of this Agreement until:
- i. The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
 - ii. The Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or,
 - iii. The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement whichever is the earliest.
- (b) The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code Shall be specifically excluded from and shall not be applicable to this Agreement.

3. UNION SECURITY

All present employees who are now members of the Union shall remain members of the Union. All persons employed within the bargaining unit shall become members of the Union. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union Dues that all other members of the Union are required to pay to the Union.

- (a) The Employer shall deduct such bi-weekly fees and dues as provided by the Union from the wages of each employee in the bargaining unit on each bi-weekly pay period and submit said monies to the Union by the tenth (10th) day of the month following which said monies were deducted.
- (b) Upon receiving one (1) month's notice from the Union of a change in the fees and dues charged by the Union to its members, the Employer shall make deductions in accordance to the notice, effective the date given.
- (c) The Employer will acquire the signature of new employees on the Union Application for Membership and Dues Deduction Authorization Cards when the employee is onboard for employment. The Union will supply the applications and check-off cards to the Employer. The Employer will forward the completed cards to the Union within ten (10) calendar days of completion.
- (d) Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.
- (e) The Employer shall submit a check-off list to the Union containing the names, title, rate

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of pay, hours of work for pay period, wages earned for the pay period and union dues deductions of each employee and the monies applicable to each employee when it submits the dues to the Union as described in Article 3(a) above.

- (f) In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by bargaining unit employees shall not be contracted out, transferred, leased, assigned or conveyed, in whole or in part, to any other person, organization, or non-bargaining unit employee, except that:
 - (i) the Employer may continue its existing practice of contracting out work to individual and corporate contractors without limitation, and
 - (ii) the Employer may contract out work to individual or corporate contractors that will not result in the layoff of any Employee in the bargaining unit.
- (g) The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of the employee's legitimate activities as a member, steward or officer of the Union. The Union agrees that there shall be no intimidation or discrimination against an employee of the Employer due to membership or non-membership in the Union.
- (h) Employees shall not engage in any Union activity on Employer property or during working hours, except as expressly provided for in this Agreement, or as otherwise mutually agreed upon.
- (i) The Union shall notify the Employer in writing of the names of all officers and stewards and of any changes in the same.
- (j) An authorized representative of the Union will be allowed to visit the workplace upon providing reasonable advance notice prior to the visit and upon mutual agreement with the Employer. It is agreed that the Union representative shall comply with the generally applied visitor and security rules established by the Employer.

4. DEFINITIONS

"Employee" shall mean a person who is an "employee" as defined in the Labour Relations Code of British Columbia.

"Regular Employee" shall mean an employee, full or part time, who is employed on a regular basis for an indefinite period of time.

"Temporary Employee" is an employee who is employed on a full-time or part-time basis for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

The Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating a temporary assignment earlier than had been expected at the time of hiring.

Temporary Employees are not Regular or Auxiliary employees, and are employed to augment the regular staff, to backfill a leave of absence, or are employed on a special project of limited duration not exceeding eight (8) consecutive calendar months, except in the case of backfill of a maternity leave and/or parental leave when the term of the appointment shall not exceed eighteen (18) consecutive calendar months. These maximum periods of time may be extended by mutual consent of both parties in writing.

Employees have the right to apply for temporary vacancies in accordance with Article 17 of this Collective Agreement. Employees appointed to a temporary vacancy will have the right to return to their position at the end of the temporary assignment.

"Auxiliary Employee" shall be defined as any other employee of the bargaining unit, not employed as Regular employees, who directly provide recreation, cultural, fitness, facility rental, and related program services to the public on a 'drop-in' or pre-registered basis. Auxiliary Employees include but are not limited to those identified in Appendix A.

5. MANAGEMENT RIGHTS

- (a) Subject to the express and specific limitations of this Agreement, the Union acknowledges that the Employer has and shall retain the sole, exclusive and undisputed right and responsibility to exercise the regular and customary functions of management and to manage its business as it sees fit.
- (b) It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Employer and nothing in this Agreement shall be construed as limiting the usual and regular rights of the Employer.
- (c) Nothing contained in this Agreement shall be deemed to obligate the Employer to continue to operate its operations.

6. HOURS OF WORK

- (a) Based on operational requirements, the regular hours of work for all employees shall be any combination of days from 12:01 a.m. Sunday to 12:00 midnight Saturday as scheduled, not to exceed forty (40) hours in a week. The regular hours of work shall be scheduled anytime between 5:45 a.m. and 10:15 pm and shall not exceed eight (8) hours in any one day, excluding a one-half (1/2) hour unpaid break.
- (b) For Regular employees (full and part time) shift preference will be assigned by seniority within the same classification.
- (c) For auxiliary employees, all available hours and shifts will be assigned in decreasing order of their placement on the seniority list in accordance with the qualifications required for the shifts and the employee's availability.
- (d) The Employer will make its best efforts to post employees' schedule one (1) month in advance of the time to be worked.

- (e) When a specific instructor or an instructor with a specific skill set has been requested by a member of the public, the Employer reserves the right to assign those hours or shifts to a specific instructor.

7. OVERTIME

- 7.1 In order to meet operational needs, overtime work shall be mandatory on occasion.
- 7.2 Overtime will be defined as all the time that the Employer requires an employee to work that is in excess of either seven and a half (7.5) or eight (8) hours in a day or that is in excess of either thirty-seven and half (37.5) or forty (40) hours in a week.
- 7.3 No employee shall work any overtime unless they have prior approval from their manager or delegate. Overtime worked without preapproval will not attract overtime pay.
- 7.4 Overtime work will be paid at one and one half (1 1/2) times the employee's regular hourly rate time for time worked in excess of either thirty-seven and half (37.5) or forty (40) hours in a week and time worked in excess of eight (8) hours in a workday. Overtime work will be paid at two (2) times the employee's regular hourly rate for time worked in excess of twelve (12) hours in a workday.
- 7.5 Overtime pay will be provided to Regular and Temporary full-time employees as time off at the appropriate overtime rate to be taken at a time mutually agreed by the Employer and the employee in the calendar year which the overtime was worked.

8. CALLOUT

- (a) Receipt of After-Hours Telephone Calls, or Texts:
 - (i) An employee who has been authorized by the Employer to receive a telephone call and/or a text while off duty, and is able to deal with the problem over the telephone and does not have to report to a worksite, the employee shall be provided with paid time off work in lieu of overtime in fifteen (15) minute increments, at a rate of twice (2X) the employee's regular rate of pay.
 - 1. Multiple telephone calls and/or texts within each fifteen (15) minute increment will be treated as one (1) event for the purpose of this Article. Consecutive events lasting more than fifteen (15) minutes will be provided paid time off work in lieu of overtime for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite callout result from the issue being discussed. Employees holding coordinator roles are authorized to get calls or texts while off duty.

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9. WAGES AND PREMIUMS

- 9.1 Wage rates shall be as identified in Appendix "A" to this Agreement.
- 9.2 The pay step at which employees are hired is at the sole discretion of the Employer, based on the employee's qualifications and experience.
- 9.3 Advancement between pay steps will be as follows:
- (a) Regular Employees who are employed on a full-time basis will advance to the next pay step after completion of one (1) year of active employment;
 - (b) Regular Employees who are employed on a part-time basis, and Temporary Employees will advance to the next pay step after completion of the equivalent of one (1) year of active employment, where one (1) year of employment is the equivalent of 1,950 hours; and
 - (c) Auxiliary Employees will advance to the next pay step after completion of 1,950 hours of employment with exception to pay bands 9,10 and 11 which are set out in Appendix A.
- 9.4 In the event an employee is promoted into a position that is in a higher pay band, then the employee will be placed at the first step of that pay band which would result in a wage increase to the employee.
- 9.5 The regular procedure for payment of wages will be by direct deposit every second week or, if a pay day falls on a weekend or general holiday, on the working day immediately before the scheduled day.
- 9.6 Pay for Acting in a Senior Capacity

On every occasion that an employee is temporarily required by the manager or appointed delegate to temporarily accept the responsibilities and carry out the duties of a position covered by this Agreement which is senior to the position which the employee normally holds, that employee shall be paid at the minimum rate in the scale for such senior position for all hours worked (as authorized by Department Manager or delegate).

10. MEAL BREAKS

- (a) Employees who work shifts greater than five (5) consecutive hours will be provided one unpaid meal break of at least thirty (30) minutes.
- (b) All employees preapproved in writing by their immediate supervisor to work through their meal breaks, will be paid at their rate of pay or overtime rate where applicable, as set forth in Article 7 & Appendix A.
- (c) When an employee works greater than ten (10) consecutive hours, they shall receive an additional meal break of thirty (30) minutes, which shall be paid, and thereafter a

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thirty (30) minute paid meal break every additional five (5) consecutive hours worked.

11. REST PERIODS

Employees scheduled for a shift of at least four (4) hours, but less than seven (7) hours shall be allowed one (1) fifteen (15) minute paid rest period during their shift. Employees scheduled for a shift of seven (7) hours or more shall be allowed one (1) fifteen (15) minute paid rest period during the first and second half of their shift. Rest periods are not to be combined with a meal break unless preapproved in writing by the employee's immediate supervisor.

12. VACATION

Paid annual vacations for Regular full time employees shall be allowed as follows: Vacation days are based on hours worked in a position, *i.e.* one hundred twelve and one-half (112½) hours for a thirty-seven and one-half (37½) hour work week; one hundred twenty (120) hours for a forty (40) hour work week, and will be pro-rated for Regular part-time employees.

- (a) Employees leaving the service of the Employer during their first (1st) calendar year of employment shall be granted vacation pay in accordance with the *Employment Standards Act*.
 - i. In the first (1st) calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month, or portion of a month greater than one-half, worked by December 31st.
 - ii. Fifteen (15) working days of annual vacation during the second (2nd) up to and including the ninth (9th) calendar year of service.
 - iii. Twenty (20) working days of annual vacation during the tenth (10th) up to and including the fourteenth (14th) calendar year of service.
 - iv. Twenty-five (25) working days of annual vacation during the fifteenth (15th) and all subsequent years of service.
 - v. Employees who leave the service of the Employer shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month greater than one-half (½) worked to the date of termination.
 - vi. All vacation allowance earned during a calendar year must be taken prior to October 31st of the following year.

PROVIDED THAT:

- i. "Calendar Year" for the purpose of this Agreement shall mean the employee's anniversary year beginning on the date of hire.
- ii. In the case of special and Public Holidays falling on or observed on a regular work day while an employee is on annual holiday, the employee shall be granted extra days in lieu of such holidays.



13. GENERAL HOLIDAYS

13.1 Holidays:

The Employer recognizes the following days as general holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Boxing Day	Christmas Day
Canada Day	

And any other day defined as a statutory holiday under the Employment Standards Act of British Columbia.

13.2 Religious Observances:

Employees whose religious observances are not accommodated in the general holiday list may choose to exchange their religious observance for one of the listed holidays if the exchange results in the same remuneration to the employee.

13.3 Eligibility:

In order to be eligible under this Article for pay or time off in lieu for any one of the holidays specified in Article 13.1:

- (a) A Temporary or Auxiliary employee:
 - i. must have been employed for at least thirty (30) calendar days prior to the holiday; and
 - ii. must have worked no less than fifteen (15) of the thirty (30) calendar days prior to the holiday; and,
- (b) All employees: must have worked their full scheduled hours of work on their workday immediately preceding and immediately following the holiday unless excused by the Employer.

13.4 General Holidays – Worked

- (a) An eligible employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate. Instead of holiday pay, Regular and Temporary employees may request an alternate day off (lieu day) at a mutually agreeable time and failing such agreement the employee will receive pay in lieu.

13.5 General Holidays – Not Worked

- (a) When any of the above-named holidays fall on an employee's scheduled day off (excluding days off due to approved leaves), the employee will receive a day off with pay to be taken at a time mutually agreed upon between the employee and the employer and failing such agreement the employee will receive pay in lieu. For clarity, this Article is not intended to provide a day off with pay on the holiday and another paid day off.
- (b) When any of the above-named holidays fall on a day which an employee does not normally work but is declared by the Employer will be observed on a day which the employee normally works, the employee will receive a day off with pay on the day being observed in substitution. For clarity, this Article is intended to provide a day off with pay on the day being observed in substitution of holiday and not another paid day off.
- (c) If an above-named holiday falls within an employee's approved vacation period, and the employee would otherwise be eligible under Article 13.3 above, that day will not be counted as a vacation day.

14. EMPLOYEE BENEFITS

14.1 Eligibility:

Regular Employees who have completed their probationary period, and who work at least twenty (20) hours per week over the course of the calendar year will be eligible to participate in a benefit plan. Where an eligible employee elects to participate in a benefit plan, the Employer will pay 80% of the premium costs and the employee will pay 20% of the premium costs.

14.2 Employers responsibility:

The Employer's sole responsibility in relation to any benefits is to ensure it makes the premium payments it is required to make.

14.3 Change of insurers or insurance carriers:

It is recognized and agreed that the Employer may from time-to-time change insurers or insurance carriers, and it will not be a breach of this Agreement to do so.

15. PROBATION / TRIAL PERIOD

15.1 Probation

- (a) All newly hired employees shall be considered to be a probationary employee for the following periods:



- (i) the first 90 calendar days of active employment in positions held by Regular employees;
- (ii) the first 120 calendar days of active employment in positions held by Auxiliary employees;
- (b) Any Auxiliary employee who successfully applies for a Regular position prior to completing their Auxiliary probationary period will be treated as a "newly hired employee" for purposes that Regular position and will not have any hours worked in the Auxiliary probationary period credited towards their Regular probationary period.
- (c) Time limits on this probationary period may be extended by mutual consent of the Employer and Union.
- (d) During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement excluding seniority rights. After satisfactory completion of the probationary period, seniority shall be effective from the original date of employment.
- (e) During the probationary period, an employee may be dismissed for any reason satisfactory to the Employer.

15.2 Trial Period

- (a) The successful applicant who is appointed to another position with the Employer shall complete a trial period of sixty (60) calendar days. Conditional upon satisfactory completion of the trial period, the employee shall become permanent in the position.
- (b) If, during the trial period, the successful applicant proves unsatisfactory in the position or if the applicant wishes to return to their former position, they shall be returned to their former position and salary without loss of seniority.
- (c) Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or pay. Any unsuccessful applicants for the original posting will then be considered. If there are no unsuccessful applicants, then the position would be reposted.

16. SENIORITY

- (a) Except for those employees who accrue seniority based on hours worked, seniority is defined as the length of service within the bargaining unit and shall include service (or hours) to the original date of hire with the Employer prior to the certification or recognition of the Union.
- (b) Seniority shall be used to determine preference or priority for promotion, transfer, layoff, permanent reduction in the workforce, and recall, as set out in other provisions of this Agreement.
- (c) The seniority of Regular employees shall be measured from the original date of hire with the Employer, and for Temporary and Auxiliary employees seniority shall be

based on hours worked.

- (d) 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:
 - (i) they are discharged for just cause and not reinstated;
 - (ii) they resign;
 - (iii) they fail to report to work within ten (10) calendar days following a recall of work and after being notified by email to do so, unless due to sickness or other bona fide reasons. It shall be the responsibility of the employee to keep the Employer informed of their current address.
 - (iv) they are laid off for a period longer than twelve (12) months;
 - (v) For Auxiliary employees, where the employee has not performed any work for the Employer for a period of twelve (12) months.
- (e) Loss of seniority shall mean loss of all rights as an employee.

17. JOB POSTING AND SELECTION

- (a) Once it is determined by the Employer that a vacancy exists, or a new position is created within the bargaining unit, the vacancy will be posted.
- (b) The job posting will include:
 - (i) the job title
 - (ii) the rate of pay
 - (iii) the department
 - (iv) the standard hours of work
 - (v) the duties and responsibilities
 - (vi) the required skills, abilities, qualifications, experience, knowledge, and education required.
- (c) In determining the successful candidate, the Employer will consider: skills, ability, qualifications, experience, knowledge, and education required. Where two internal candidates are equally qualified for the position, taking into account these considerations, the applicant with the greatest seniority will be appointed.
- (d) Qualified internal candidates will be considered prior to external candidates.
- (e) Any internal applicants who are unsuccessful in obtaining a job vacancy from an internal posting shall have a verbal report given to them within two (2) weeks with the reasons that they were not successful in obtaining the position.
- (f) In the case of temporary vacancies which are not expected to exceed forty-five (45)

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regular working days, the Employer may assign an employee to the temporary vacancy in accordance with the qualifications required for the shifts and the employee's availability, taking into account seniority where these considerations are equal and where operationally feasible based upon the period of the temporary vacancy and advance notice provided to the Employer of the temporary vacancy.

- (g) In the case of auxiliary vacancies, the Employer in its sole discretion may assign another auxiliary employee to the vacancy in accordance with the qualifications required for the vacancy and the employee's availability, taking into account employee preference where reasonably possible.

18. LAYOFF AND RECALL

18.1 Layoff

- (a) The Employer may lay off one or more employees due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services.
- (b) Where the Employer determines that a layoff in a particular classification is to occur, employees will be laid off in reverse-order of Regular seniority or hourly seniority, as the case may be, subject to the remaining employees possessing the necessary qualifications, skills and experience to perform to the Employer's required standard the work that will remain. An employee may bump a junior employee within the same seniority pool only in cases where the senior employee is qualified to fill the junior employee's position.
- (c) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, an employee who is to be laid off will be notified in writing stating the reason(s) for the lay-off at least 14 days prior to the layoff taking effect. Union will also receive a copy of such notice. To the extent that the employee does not receive notification in accordance with the foregoing, the employee will be entitled to be paid the pay they would have received during the period 14 days following the notice having been provided.

18.2 Recall

- (a) Where a position becomes available for which an employee on layoff possesses the necessary qualifications, skills and experience to perform to the Employer's required standard, the position will not be posted, and the employee will be recalled to that position. Where two or more employees on layoff would satisfy the foregoing, the employee with the greatest seniority within the applicable seniority pool will be recalled to the position.
- (b) An employee on layoff will maintain the right of recall set out in Article 18.2(a) for a period of twelve (12) months.
- (c) No new employees shall be hired following a layoff until those who were laid off

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and maintain a right of recall set out in Article 18.2(a) have been given a reasonable opportunity of recall, provided laid off employees with a right of recall possess the necessary qualifications, skills, and experience to perform the role to the Employer's required standard.

- (d) When a position becomes available, the Employer shall make a reasonable attempt to contact employees with the right of recall to that position, and employees must respond to the Employer within the stipulated time limits. And employee who does not respond within forty-eight (48) hours of the Employer's initial attempt to make contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall (and will lose seniority in accordance with Article 16(d)(iii)). An employee shall report to work at the time specified by the Employer. Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.
- (e) Any Regular employee who has requested and received approval for a personal leave of absence in accordance with the Employer's policy (excluding Maternity Leave, Parental Leave or Union Leave) which exceeds twelve (12) consecutive calendar months shall be deemed to have given up their Regular position with such vacated position to be posted as per the terms of the Collective Agreement. Such Regular employee shall be entitled to return to a vacant position at the same or to a lower level as their former position and for which the employee is deemed qualified in the Employer's sole discretion. If there are no vacant positions available, the employee will be placed on layoff and is entitled to recall pursuant to Article 18 of the Collective Agreement.

19. LEAVES OF ABSENCE

19.1 Statutory Leaves:

Statutory leaves of absence not addressed in this Article will be granted in accordance with the qualifications and conditions in the *Employment Standards Act*.

19.2 Bereavement Leave

- (a) In case of a death in the immediate family of an employee, a Regular employee will be granted a leave of absence of three (3) working days. An additional leave of two (2) days may be granted where extended travel is required to attend the funeral with the Employer's approval. Such leaves will be with pay, prorated based upon the Regular employee's regular scheduled hours, and shall not be unreasonably withheld.
 - a. Immediate family means spouse, common-law spouse, child, parent, step-parent, sibling, parent-in-law (including common-law), sibling-in-law, grandparent, grandchild, guardian or ward, or
 - b. Any other relative living in the employee's household or
 - c. For self-identifying Indigenous employees, this leave will also be granted for



the passing of an elder close to them and/or their community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g. aunt or uncle).

- (b) The Employer or delegate will give consideration to an employee's request on short notice to utilize earned vacation or other time banks. Such consideration will take into account operational considerations but will not be unreasonably withheld.

19.3 Jury Duty and Crown Witness Leave

Any employee who is required to serve as a juror or as a witness on behalf of the Crown shall suffer no deduction in pay for the period of absence for such service, provided all jury pay or witness fees received by such employee are returned to the Employer.

19.4 Maternity and Parental Leave

(a) Return to Work

On resuming employment following maternity and/or parental leave, an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave, and an employee may elect not to take that portion of vacation which is unpaid.

(b) Sick Leave

- (i) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (ii) Subject to paragraph (d)(i), an employee on maternity leave or parental leave who has notified the Employer of their intention to return to work and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(c) Benefits

- (i) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

(d) Supplementary Employment Insurance Benefits

- (i) Birth parents who are entitled to maternity leave and who have applied for and

are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.

- (ii) Subject to the approval of the Employment Insurance Commission, non-birthing parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (iii) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings with the Employer and is paid for the first six (6) weeks, excluding the Employment Insurance waiting period.
- (v) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment with the Employer and an employee's accumulated leave credits will not be reduced.
- (vi) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

19.5 Military Leave

No employee shall lose their employment with the Employer when required to enter into the Armed Forces during periods of declared hostilities. It is agreed and understood that with reference to seniority, where an employee has entered the Armed Forces, while in the employ of the Employer and upon return from the Armed Forces has returned to the employ of the Employer, such employee shall be credited with the period of time in the Armed Forces, as though it were service with the Employer.

19.6 Other Leaves

An employee may be granted an unpaid leave up to one (1) year. During such leaves the employee shall have the option to pay one hundred percent (100%) of the benefits costs when requesting continuation of benefit entitlements, otherwise the employee will not be entitled to benefits.

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19.7 Sick Leave

(a) Sick Leave Defined

"Sick Leave" under the Collective Agreement means the period of time an employee is permitted to be absent from work for medical reasons due to their own illness or injury for which compensation is not payable under the *Workers Compensation Act* of British Columbia.

Employees who are absent from work due to their own occupational illness or injury, and who have a pending claim for compensation under the *Workers Compensation Act* of British Columbia, may utilize their paid Sick Leave entitlements for their absence upon provision to the Employer of their pending claim. If such claim for compensation is subsequently approved, the employee must reimburse the Employer for the paid Sick Leave utilized and such paid Sick Leave will be returned to the employee's sick leave bank.

(b) Amount of Paid Sick Leave

All employees become eligible for paid Sick Leave after completing ninety (90) consecutive days of employment with the Employer.

Regular full-time employees are entitled to eight (8) paid Sick Leave days in each calendar year. All other employees are entitled to five (5) paid Sick Leave days in each calendar year.

(c) Sick Leave Bank

A maximum of six (6) paid Sick Leave days per calendar year, including the first year of employment, can be carried over to the next year if unused, to a maximum paid Sick Leave bank of twenty (20) days at any time. Unused Sick Leave days will not be paid out for any reason including on cessation of employment.

19.8 Union Leave

- (a) Upon written notification to the Employer, an employee elected or appointed by the Union to represent the Union at the Union's annual convention, conferences, or workshops, or a meeting related to a position that the employee holds within the Union (e.g. a Union Steward meeting), or as otherwise agreed between the parties, may be allowed a leave of absence related to their representational duties subject to operational requirements. Requests for Union leave shall not be unreasonably denied.
- (b) Union leave shall not affect the employees' seniority under this collective agreement and shall not, subject to the terms and conditions of the applicable plans, affect the employee's eligibility for benefits. The Employer will continue the employee's regular wages and benefits during the Union leave conditional on the Union reimbursing the Employer for such wages and benefits costs within ten (10) business days of receiving the invoice from the Employer.

20. GRIEVANCE PROCEDURE

20.1 Grievance Procedure

The parties agree that it is desirable that any complaints or grievances should be addressed as quickly as possible. Employees shall attempt to settle any differences, complaints or disputes with their immediate supervisor as soon as possible and before proceeding with the Grievance Procedure. It is agreed that an employee has no grievance until the employee has first given their immediate supervisor a reasonable opportunity to settle the matter.

Should a complaint or dispute become a grievance regarding the interpretation or alleged violation of the Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall without stoppage of work, be the subject of discussion between the Union and the Employer and shall be finally and conclusively settled in the following manner:

(a) Step 1 –Employer's Designated Representative

Within twenty (20) calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the employee(s) first became aware of the incident, whichever is later, the employee(s) and the Union shall submit the grievance to the Employer's designated representative in writing, including the particulars of the alleged violation, the clauses violated, the date and circumstances of the incident and the remedy being sought. The Employer's designated representative and employee(s) (who shall be entitled to Union representation) shall meet to discuss the grievance and the Employer's designated representative shall render a written decision within ten (10) calendar days of receiving the written grievance. Failing a satisfactory resolution within ten (10) calendar days, the grievance may proceed to Step 2.

(b) Step 2 – Employer's Senior Designated Representative

Failing satisfactory settlement at Step 1, the Union shall, within ten (10) calendar days of receiving the response, refer the grievance, in writing to the Employer's Senior designated representative. The Employer's Senior designated representative shall meet with the Union within ten (10) calendar days of the grievance being referred and shall render its decision within ten (10) calendar days of the meeting with the Union. Failing a satisfactory resolution within ten (10) calendar days, the grievance may proceed to Step 3.

(c) Step 3 – Arbitration

Failing satisfactory settlement at Step 2 the Union may, within thirty (30) calendar days, refer the grievance in writing to Arbitration.

The party electing arbitration will submit the name of one (1) or more arbitrators to the other party. If the parties are unable to agree on the choice of an arbitrator within

thirty (30) days, the Minister will be requested to appoint an arbitrator.

The decision of the arbitrator shall be final and binding on both parties. Each party shall pay half the expenses of the single arbitrator.

- (d) All grievances submitted to the Employer must clearly outline the nature of the grievance, the remedy sought and the sections of the agreement, policy or other statute which are alleged to be violated.
- (e) Any grievance which is not commenced or processed through the next stage of the grievance or arbitration procedure within the time specified shall be deemed to be abandoned and all rights of recourse to the grievance procedure or arbitration shall be at an end.
- (f) Group grievances and Policy grievances shall commence at Step 2 of Article 20.1.
- (g) Any Grievance dealing with dismissal shall commence at Step 2 of Article 20.1.
- (h) The above time limits may be extended in writing by mutual agreement of the Employer and the Union; such agreement shall not be unreasonably withheld.

20.2 Discipline Records

- (a) The Employer shall provide the Union with a copy of any written record of the disciplinary action (including reprimands) which is to be recorded in the employee's file.
- (b) All discipline records will be removed from the employee's personnel file twenty-four (24) months after the discipline was first issued, provided no discipline of a similar nature has been issued during that time.

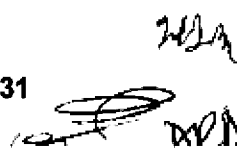
21. CLASSIFICATION AND JOB EVALUATION

21.1 Job Descriptions

The Employer shall maintain current job descriptions for all bargaining unit jobs and provide such job descriptions to the Union.

21.2 Classification and Evaluation of Positions

- (a) The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job substantively change.
- (b) When the duties of any job are substantively changed or increased, and the Union feels the job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (c) If the parties are unable to agree on the reclassification and/or rate of pay for the



job in question, such dispute shall be resolved using the Grievance Procedure in Article 20. Any change in wage rates resulting from a review shall be retroactive to the date the new position was first filled by the employee or the date of change in job duties.

22. EMPLOYEE REIMBURSEMENTS

22.1 Re-Certification Fees

- (a) Regular full-time employees holding a Coordinator role who are required by the Employer to periodically re-certify their qualifications required for the performance of their duties, shall be reimbursed the examination costs upon successful re-certification. The employee shall not be entitled to reimbursement for the time or costs associated with obtaining continuing education credits associated with re-certification. In order to be eligible for reimbursement under this Article, the employee must sign an attestation that the same costs have not been reimbursed by another employer.

22.2 Special Clothing and/or Uniform

- (a) Where required for their duties, the Employer will supply employees with required special clothing and/or uniform.
- (b) The Employer will provide cleaning services for required special clothing and/or uniform. If the Employer is unable to provide cleaning services, employees will be reimbursed for reasonable cleaning costs.

22.3 Reimbursement Process

All claims for reimbursement under Article 22 must be made within thirty (30) days of incurring the expense, be accompanied by payment receipts and will be paid to the employee within thirty (30) days of submission to the Employer.

23. TECHNOLOGICAL CHANGE

- (a) The Employer will provide the Union with no less than ninety (90) days' notice of intention to institute technological change which would result in the termination, lay-off or change of positions of employees. For the purposes of this section "technological change" means the automation of equipment, or the mechanization or automation of duties which results in the displacement of an employee from their regular position.
- (b) When such technological change is made, the employee(s) affected shall be given training and/or skills upgrading for the new position where possible or transferred to a different position. Where the above cannot be done, the displacement of employees shall be handled as a reduction of the workforce as outlined in Article 18: Layoff and Recall.

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24. LABOUR-MANAGEMENT COMMITTEE

In the event either party wishes to call a meeting of the Labour Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting must be held no later than twenty-one (21) calendar days after the request has been given, provided however, that such time limit may be extended by mutual consent of the parties.

25. JOINT HEALTH AND SAFETY COMMITTEE

(a) Composition

The Employer will establish and maintain a joint health and safety committee to the extent required by the *Workers' Compensation Act* (BC). The committee will comprise of two employer representatives and two worker representatives.

(b) Duties and functions

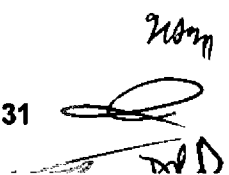
The duties and functions of the joint health and safety committee are those set out in the *Workers' Compensation Act* (BC).

26. HEALTH AND SAFETY

- (a) The Employer and the Union, realizing the benefits to be derived from a safe and healthy place of employment, agree that they and all employees at all levels shall cooperate to promote a safe and healthy workplace.
- (b) An employee who is injured on the job and is unable to complete the employee's scheduled shift will have their regular earnings maintained for the balance of their scheduled shift.
- (c) Employees involved in authorized safety meetings, safety training sessions, inspections, investigations or tours will suffer no loss of regular earnings while in attendance at such meetings.

27. ACCESS TO OFFICIAL EMPLOYEE FILE

- (a) An employee or designate shall have access to all material in their official employee file at a time mutually convenient to the employee and the Employer's designated representative.
- (b) Examination of the contents of their official employee file shall be in the presence of a person authorized by the Employer.
- (c) An employee and Union shall be provided with a copy of all letters of reprimand, censure, and any other document which may be the basis of disciplinary action at the time of filing.



- (d) An employee upon request, shall be entitled to receive a copy of any document contained within their official employee file.

28. BARGAINING AGENCY

- (a) The Employer recognizes the Union as the sole representative of, and bargaining agent for, employees at the South Arm Community Association, 8880 Williams Road, Richmond, British Columbia with the exception of those excluded by the Labour Relations Code, employed by the Employer.
- (b) On a monthly basis the Employer agrees to provide the Union in writing with the name, address, email address, and telephone number of each employee in the bargaining unit along with the employee's date of hire.

29. LEGISLATIVE CHANGE

In the event that any future legislation or change to existing legislation renders null and void or materially alters any provision of this Agreement, the parties will negotiate in good faith a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered which will achieve the original intent of the agreement to the full extent legally possible. All other provisions of the Agreement shall remain in full force and effect.

30. NO DISCRIMINATION OR HARASSMENT

30.1 No Discrimination:

The Employer and the Union endorse the principles outlined under the *Human Rights Code* (BC) prohibiting discrimination in employment or membership in a trade union because of Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or gender expression, age or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, and upon any other grounds that may be added to the *Human Rights Code* (BC).

30.2 No Harassment:

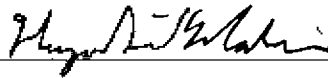
- (a) The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination as defined in the *Human Rights Code* (BC).
- (b) The Employer and Union and all employees recognize that this is a responsibility that is shared and agree to be proactive in addressing and resolving incidents of all forms of harassment, bullying and discrimination.

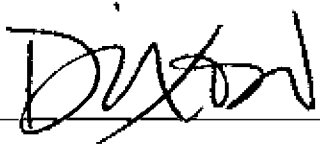
Handwritten signature and initials.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year in which this Agreement takes effect.

FOR THE SOUTH ARM COMMUNITY
ASSOCIATION LOCAL 718

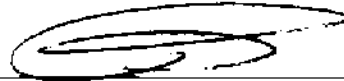
Dated this 2nd day of September 2026





FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES
LOCAL 718

Dated this 2nd day of September 2026





Appendix A

Wages will be as per the pay bands set out below as of November 1, 2025.

All positions listed below are considered Regular employees, with the exception of those marked with an asterisk (*) which are considered to be Auxiliary employees.

Pay Bands	Position
1	Child Development Leader
1	Preschool Leader 1
1	*Youth Development Leader 1
1	*Summer Leader 1
1	*Sports Instructor 1
1	*Children's Party Leader
1	*Variety Instructor
1	*Open Gym
2	Child Development Instructor
2	Preschool Leader 2
2	*Youth Development Leader 2
2	*Summer Leader 2
2	Support Worker
2	*Physical Literacy Instructor
2	*Sports Instructor 2
3	*Tennis Instructor
3	*Computer Instructor
3	*Fine Arts Instructor – General
3	*Music Instructor – General
4	Child Development Supervisor 1
4	Preschool Instructor 1
4	Preschool Leader 3
4	*Youth Development Leader 3
4	*Summer Leader 3
4	Support Worker 2
4	*Community Bus Driver
4	*Commissionaire
5	*Fitness Attendant
5	*Fine Arts Instructor – Specialized
5	*Music (Specialized Instrument) Instructor
6	*Group Fitness Supervisor
6	Child Development Supervisor 2
6	Preschool Instructor 2
6	Volunteer Supervisor
7	*Dance (Specific Genre) Instructor
8	Fitness Coordinator

Pay Bands	Position
8	Child Development Coordinator
8	Preschool Coordinator
8	Youth Development Coordinator
8	Seniors Coordinator
8	Programs Coordinator
8	Summer Coordinator
8	Racquets Coordinator
8	Community Development Coordinator
9	*Personal Trainer
10	*Group Fitness Instructor
11	*Group Personal Trainer

South Arm November 1, 2025 – December 31, 2025 Hourly Rates					
Pay Bands	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$18.56	\$18.56	\$18.56	\$18.99	\$19.56
2	\$20.34	\$20.96	\$21.58	\$22.24	\$22.90
3	\$20.06	\$22.69	\$25.33	\$27.98	\$30.62
4	\$23.82	\$24.52	\$25.26	\$26.02	\$26.80
5	\$24.28	\$26.92	\$29.56	\$32.20	\$34.84
6	\$27.87	\$28.71	\$29.57	\$30.45	\$31.38
7	\$28.51	\$31.14	\$33.78	\$36.42	\$39.06
8	\$32.62	\$33.60	\$34.61	\$35.65	\$36.72
9	\$33.27	\$34.27	\$35.29	\$36.35	\$37.43
10	\$33.78	\$38.00	\$42.22	\$47.51	\$52.78
11	\$49.09	\$50.56	\$52.08	\$53.64	\$55.26

South Arm January 1, 2026 to December 31, 2026 Hourly Rates					
Pay Bands	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$19.21	\$19.21	\$19.21	\$19.65	\$20.24
2	\$21.05	\$21.69	\$22.34	\$23.02	\$23.70
3	\$20.76	\$23.48	\$26.22	\$28.96	\$31.69
4	\$24.65	\$25.38	\$26.14	\$26.93	\$27.74
5	\$25.13	\$27.86	\$30.59	\$33.33	\$36.06
6	\$28.85	\$29.70	\$30.60	\$31.52	\$32.48
7	\$29.51	\$32.23	\$34.96	\$37.69	\$40.43
8	\$33.76	\$34.78	\$35.82	\$36.90	\$38.01
9	\$34.43	\$35.47	\$36.53	\$37.62	\$38.74
10	\$34.96	\$39.33	\$43.70	\$49.17	\$54.63
11	\$50.81	\$52.33	\$53.90	\$55.52	\$57.19

South Arm January 1, 2027 to December 31, 2027 Hourly Rates					
Pay Bands	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$19.88	\$19.88	\$19.88	\$20.34	\$20.95
2	\$21.79	\$22.45	\$23.12	\$23.83	\$24.53
3	\$21.49	\$24.30	\$27.14	\$29.97	\$32.80
4	\$25.51	\$26.27	\$27.05	\$27.87	\$28.71
5	\$26.01	\$28.84	\$31.66	\$34.50	\$37.32
6	\$29.86	\$30.75	\$31.67	\$32.62	\$33.61
7	\$30.54	\$33.36	\$36.18	\$39.01	\$41.85
8	\$34.94	\$36.00	\$37.07	\$38.19	\$39.34
9	\$35.64	\$36.71	\$37.81	\$38.94	\$40.10
10	\$36.18	\$40.71	\$45.23	\$50.89	\$56.54
11	\$52.59	\$54.16	\$55.79	\$57.46	\$59.19

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Training Rates:

Work performed in the following positions, where the employee has no equivalent previous experience working in the position, will be at the following training rates:

Personal Trainer: \$28.47 – first 30 hours

Group Fitness Instructor: \$30.45 – first 50 hours

Group Personal Trainer: \$38.14 – first 30 hours

Following completion of the training hours noted above, the employee will be moved to Step 1.

Step Progression: Pay Bands 9, 10 and 11

Employees working in positions at pay bands 9 and 11 will advance to the next pay step after completion of the hours of work as described below:

Training	Step 1	Step 2	Step 3	Step 4	Step 5
First 30 hours	After 30 hours	After 200 hours	After 600 hours	After 1500 hours	After 2000 hours

Employees working in positions at pay band 10 will advance to the next pay step after completion of the hours of work as described below:

Training	Step 1	Step 2	Step 3	Step 4	Step 5
First 50 hours	After 50 hours	After 300 hours	After 750 hours	After 1200 hours	After 2000 hours

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LETTER OF UNDERSTANDING
BETWEEN:
SOUTH ARM COMMUNITY ASSOCIATION

(Hereinafter called the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 718

(Hereinafter called the "Union")

(Together called the "Parties")

Re: Regular Hours of Work: Youth Development Leaders, Youth Development Coordinator, and Commissionaires

The Parties agree that notwithstanding Article 6(a) of the Collective Agreement regarding regular hours of work for all employees, the following terms shall apply to the positions identified herein:

1. Youth Development Leaders and Youth Development Coordinators: the regular hours of work shall be scheduled anytime between 5:45 a.m. and 11:45pm.
2. Commissionaires: the regular hours of work shall be scheduled anytime between 5:45 a.m. and 1:00 a.m. the following day.

FOR THE SOUTH ARM COMMUNITY
ASSOCIATION LOCAL 718

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES
LOCAL 718

Dated this 2nd day of September 2026

Dated this 2nd day of September 2026

