COLLECTIVE AGREEMENT

between

VANCOUVER NATIVE HOUSING SOCIETY
(the "Employer")

and

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

Effective from April 1, 2020 to March 31, 2024

210915

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT 1

ARTICLE 2 - TERM OF AGREEMENT 1

2.1 Term 1

2.2 Agreement to Continue 1

ARTICLE 3 - UNION RECOGNITION 1

3.1 Bargaining Agency 1

3.2 Union Membership 1

3.3 Work of the Bargaining Unit 1

3.4 Crossing of Picket Lines During Strike 2

ARTICLE 4 - MANAGEMENT RIGHTS 2

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS 2

5.1 Union Dues 2

5.2 Shop-Steward 2

5.3 Access to Work Site 2

5.4 Access to Documents 2

5.5 Negotiation Pay Provisions 2

5.6 Labour/Management Committee 3

5.7 Interviewing Opportunity 3

ARTICLE 6 - DISCRIMINATION AND HARASSMENT 3

6.1 No Discrimination 3

6.2 Bullying, Harassment and Violence Prevention in the Workplace 3

ARTICLE 7 - HOURS OF WORK 4

7.1 Definitions 4

7.2 Regular Hours 4

7.3 Minimum Hours 4

7.4 Rest Period 5

7.5 Overtime Voluntary 5

7.6 Overtime 5

7.7 Shift Change Guarantee 5

ARTICLE 8 - STATUTORY HOLIDAYS 5

8.1 List of Statutory Holidays 5

8.2 Payment for Statutory Holiday 5

8.3 Working on a Statutory Holiday 6

8.4 Statutory Holidays While Sick or on Holidays 6

ARTICLE 9 - ANNUAL VACATION 6

9.1 Vacation Entitlements 6

9.2 Minimum Vacation 6

9.3 Vacation Schedules 6

9.4 Seniority on Vacation Selection 6

9.5 Leaves of Absence 7

ARTICLE 10 - EMPLOYEE BENEFITS 7

10.1 Extended Health Care Plan 7

10.2 Dental Services Plan 7

10.3 Group Life Insurance 7

10.4 Part-Time Employee Benefits 8

ARTICLE 11 - SICK LEAVE BENEFITS AND CONDITIONS **8**
11.1 Sick Leave and Mental Health Leave 8
11.2 Extended Benefits 8
11.3 Family Care Leave 8

ARTICLE 12 - SENIORITY AND LAYOFFS **8**
12.1 Definition 8
12.2 Seniority List 9
12.3 Probation 9
12.4 Loss of Seniority 9
12.5 Layoffs 9
12.6 Order of Layoffs 9
12.7 Notice to and Order of Bump 9

ARTICLE 13 - LEAVE OF ABSENCE **10**
13.1 Leave for Negotiations 10
13.2 Union Leave 10
13.3 Job Steward Leave 10
13.4 Seniority and Benefits on Union Leave 10
13.5 Adoption, Pregnancy & Parental Leave 10
13.6 Medical Care Leave 11
13.7 Bereavement Leave 11
13.8 Public Office Leave 11
13.9 General Leave 11
13.10 Jury/Witness Duty 11
13.11 Compassionate Leave 11
13.12 Leave for Domestic or Sexual Violence 12

ARTICLE 14 - PROMOTIONS AND JOB POSTINGS **12**
14.1 Job Postings 12
14.2 Applicant Criteria 12
14.3 Applicant Priorities 12
14.4 Trial Period 13
14.5 Orientation 13
14.6 Temporary Positions 13
14.7 Re-Orientation 13
14.8 Tech Change 13

ARTICLE 15 - GRIEVANCE PROCEDURE **13**
15.1 Definitions 13
15.2 Procedure 13
15.3 Arbitration 14
15.4 Time Limits 14
15.5 Grievance Troubleshooter 14

ARTICLE 16 - WAGE RATES AND CLASSIFICATION **15**
16.1 Appendix "A" 15
16.2 New Classification 15
16.3 Payment for Courses 15
16.4 Acting Capacity 15

ARTICLE 17 - PAY DAYS **15**

ARTICLE 18 - MILEAGE **15**
18.1 Transportation 15

18.2 Mileage 15

ARTICLE 19 - DISCIPLINE AND EMPLOYEE'S FILE 16

19.1 Progressive Discipline 16
19.2 Adverse Report 16
19.3 Removal of Negative Material 16
19.4 Access to Records 16

ARTICLE 20 - EQUIPMENT 16

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY 16

ARTICLE 22 - MUNICIPAL PENSION PLAN 17

ARTICLE 23 - JOB SECURITY 18

SCHEDULE "A" - RATES OF PAY 19

LETTER OF UNDERSTANDING #1 - EMPLOYER INITIATED RESTRUCTURING PLANS 20

LETTER OF UNDERSTANDING #2 - BUILDING SUPERVISOR 21

LETTER OF UNDERSTANDING #3 - RECLASSIFICATION OF BUILDING CUSTODIAN INCUMBENT, TOMMY WU 22

LETTER OF AGREEMENT - RE: CRIMINAL RECORDS REVIEW ACT 23

ARTICLE 1 - PURPOSE OF AGREEMENT

It is the purpose of both parties of this Agreement:

(a) to improve relations between the Employer and the Union and provide settled and just conditions of employment;

(b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;

(c) to encourage efficiency in operations;

(d) to promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Term

This Agreement shall be for the period from and including **April 1, 2020 to March 31, 2024** and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of expiry of this Agreement or immediately preceding the last day of August in any year thereafter, by written notice, to require the other party to the Agreement to commence bargaining.

Where the notice is not given by either party, sixty (60) days or more prior to the expiry of the Agreement, both parties shall be deemed to have given notice sixty (60) days prior to the expiry.

2.2 Agreement to Continue

Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other terms or condition of employment) until:

(a) the Union commences strike action; or

(b) the Employer locks out its employees; or

(c) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

ARTICLE 3 - UNION RECOGNITION

3.1 Bargaining Agency

It is understood and agreed that the Union is the sole and exclusive bargaining authority for all employees exclusive to 133 W. Pender St., Vancouver, BC.

3.2 Union Membership

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

3.3 Work of the Bargaining Unit

The parties agree that work will be assigned to bargaining unit members according to job descriptions and operational requirements. However, if the Employer requires completion of one-off maintenance

orders that bargaining unit members are not qualified to perform, or where bargaining unit members are unavailable to perform those specific duties, the Employer may contract out such work on a case by case basis. The parties agree that contracting out will not affect or impact bargaining unit members and that at no time will their work or job descriptions be affected, and full shifts will not be offered to non-bargaining unit members.

3.4 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross a picket line or to perform the work of striking or locked out employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.1 Union Dues

All employees covered by this Collective Agreement shall pay Union Dues and Assessments levied by the Union Constitution and Bylaws. Deductions shall be made on a biweekly basis and forwarded to the Secretary-Treasurer not later than the fifteenth (15th) of the following month together with a list of employees from whom enumeration Union Dues and/or Assessments were deducted. Dues deducted shall be entered on the employee's T4 by the Employer.

5.2 Shop-Steward

The Employer agrees to recognize Shop Steward(s) as the employee's representative(s) and will accord a hearing to the Steward(s) for the settlement of disputes and grievances.

5.3 Access to Work Site

A representative of the Union shall be permitted to enter any work site in the interest of the employees covered by this Agreement.

5.4 Access to Documents

In the event of a complaint respecting an employee's pay, a representative of the Union shall have access to work schedules and/or pay records.

5.5 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

5.6 Labour/Management Committee

The parties to the Agreement agree to retain a joint Employer/Employee Committee which will meet as required to make recommendations to the parties on all matters of mutual interest. Meetings shall be held within thirty (30) days of a request by either party.

5.7 Interviewing Opportunity

On commencing employment, the employee's supervisor shall introduce the new employee to his/her Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of one (1) hour **within the first two (2) weeks** of employment for the purpose of acquainting the new employee with the benefits and duties of the Union Membership and his/her responsibilities and obligations to the Employer and to the Union.

ARTICLE 6 - DISCRIMINATION AND HARASSMENT

6.1 No Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, benefits or any other action by reason of age, race, creed, color, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, handicap, nor by reason of his/her membership or activity in the Union or any other reason. The Employer recognizes the principle that it is their responsibility to maintain a discrimination free workplace.

6.2 Bullying, Harassment and Violence Prevention in the Workplace

(a) *Definition*

- Verbal aggression or name-calling, threats, intimidation, abuse, or behaviour that humiliates or intimidates such as:
    - Unwelcome remarks or jokes;
    - Consistent subjection of an individual to practical jokes or ridicule;
    - The display of sexist, racist, or other offensive pictures or posters;
    - Vandalizing personal belongings;
    - Unwelcome or inappropriate physical conduct, including sexual harassment;
    - Sabotaging work;
    - Spreading malicious rumours;
    - Humiliating initiation practices / hazing;
    - Personal attacks;
    - Aggressive / threatening gestures;
    - Cyber-bullying.

(b) *Reporting Procedures*

- Report to your Steward or CUPE 1004 Business Agent, Supervisor/Manager -or- Human Resources Lead;
- If the Employer or supervisor is the alleged bully, then report to the Human Resources Lead;

- What should be reported:
  - The names of the parties involved
  - Any witnesses to the incident(s)
  - The location, date, and time of the incidents(s)
  - Details about the incident (behaviour and/or words used)

(c) *Personal Harassment*

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

(d) *Joint Policy*

The Employer agrees to develop a jointly agreed upon Policy with the Union outlining Prevention of Bullying, Harassment and Violence in the Workplace in line with WorkSafe BC OH&S regulations and educate all employees regarding such policy, to include internal reporting procedures. The Employer agrees to include the all forms of Harassment in the policy and train staff and management of such.

(e) *Process*

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

ARTICLE 7 - HOURS OF WORK

7.1 Definitions

(a) Full-Time Employee shall be defined as an employee who works **thirty (30)** hours or more per week on an ongoing basis.

(b) Part-Time Employee shall be defined as an employee who works **twenty-nine (29)** hours or less per week on an ongoing basis.

7.2 Regular Hours

Regular hours of work shall not exceed seven (7) hours per day and thirty-five (35) hours per week. An employee will not work more than five (5) consecutive days in a work week, except as provided in Article 7.9.

Employees are neither required nor expected to check email, answer phones, or perform other duties outside of their regularly scheduled work hours except in case of emergency.

7.3 Minimum Hours

An employee will receive pay for all hours worked with a minimum of four (4) hours pay. This guarantee does not apply where an employee is voluntarily absent for any part of the day when scheduled to work. Where an employee reports for work but does not actually start working, the employee must be paid at least two (2) hours, unless the employee is unfit to work or does not comply with health and Safety Regulations established by the WCB.

7.4 Rest Period

An employee will not be scheduled to begin a new shift until at least twelve (12) hours have elapsed since the end of the previous regular shift.

All employees shall receive a paid rest period of thirty (30) minutes; breaks to be taken in a minimum ten (10) minutes block and an unpaid lunch break of one (1) hour during their working shift. Employees required to work or be available during a meal break must be paid for the meal break, upon preapproval of the immediate supervisor, which will not be unreasonably withheld.

Such lunch break shall be paid for employees working the graveyard shift.

Paid breaks cannot be taken at the end of the shift or accumulated for use at another time. Unpaid lunch breaks shall be taken during the mid-shift period and shall not be taken as the first or last hour of the shift. Time not taken shall not be granted towards C.T.O. unless approved by the Supervisor or their designate.

7.5 Overtime Voluntary

Employees will not be required to work overtime except in case of emergency.

No overtime shall be paid unless prior approval is granted by the Employer.

7.6 Overtime

Time worked in excess of **seven (7) hours a day or thirty-five (35) hours a week** shall be considered as overtime, and shall be **paid at double time and calculated at double the respective rate of pay in accordance with Schedule A.**

No overtime shall be paid unless prior approval is granted by the Employer.

7.7 Shift Change Guarantee

Any employee who has a shift change shall be guaranteed an equalization of their regular pay for the affected pay period.

ARTICLE 8 - STATUTORY HOLIDAYS

8.1 List of Statutory Holidays

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

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

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

8.2 Payment for Statutory Holiday

An employee shall receive their regular pay for all Statutory Holidays.

8.3 Working on a Statutory Holiday

All employees who work on a Statutory Holiday are entitled to be paid one and one-half times (1.5x) their regular rate, plus a day's Statutory Holiday pay. This shall be paid out.

8.4 Statutory Holidays While Sick or on Holidays

If an employee is sick or on vacation during a Statutory Holiday, payment shall be added to their paid out hours. An employee shall be required to show proof of illness. The Employer shall pay the cost of any such documentation.

ARTICLE 9 - ANNUAL VACATION

9.1 Vacation Entitlements

Full and Part-Time Employees who have completed the service requirements listed below shall be granted vacation leave and receive vacation pay as follows:

- **In the first (1st) calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.**
- from the second (2nd) and up to the fourth (4th) calendar year of service of the employee he/she shall be granted an annual vacation of fifteen (15) working days at a rate of six percent (6%);
- from the fourth (4th) and up to the seventh (7th) calendar year of service of the employee he/she shall be granted an annual vacation of twenty (20) working days at a rate of eight percent (8%);
- from the seventh (7th) and up to the tenth (10th) calendar year of service of the employee he/she shall be granted an annual vacation of twenty-five (25) working days at a rate of ten percent (10%);
- from the tenth (10th) and up to the fifteenth (15th) calendar year of service the employee shall be granted annual vacation of thirty (30) working days at a rate of twelve percent (12%);
- from the fifteenth (15th) and up to the twentieth (20th) year of service the employee shall be granted an annual vacation of forty (40) working days at a rate of fourteen percent (14%);
- from the twentieth (20th) and subsequent years of service the employee shall be granted an annual vacation of fifty (50) working days at a rate of sixteen percent (16%).

9.2 Minimum Vacation

An employee shall receive vacation entitlement in a consecutive two (2) week period. Additional week(s) may be taken concurrently, upon mutual agreement.

9.3 Vacation Schedules

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

9.4 Seniority on Vacation Selection

Where a conflict exists, selection of vacation time will be by seniority, subject to Article 9.2.

9.5 Leaves of Absence

Employees shall not accrue vacation pay while on unpaid leaves of absence.

ARTICLE 10 - EMPLOYEE BENEFITS

Employees' benefits shall include the following:

10.1 Extended Health Care Plan

All Full-Time Employees who have completed **three (3)** months continuous service shall be entitled to coverage under an Extended Health Care Plan; an eyeglass option is included in the Extended Health Care Plan and the maximum coverage is **two hundred and fifty dollars ($250.00)** per person payable in a twenty-four (24) month period subject always to the provisions of the Plan.

The Employer shall pay one hundred percent (100%) of the premiums.

10.2 Dental Services Plan

The Employer has established a Dental Plan for all Full-Time Employees who have completed **three (3)** months of continuous service on the following basis.

(a) Basic Dental Services (Plan A) paying for **one hundred percent (100%)** of the approved schedule of fees.

(b) Prosthetics, Crowns and Bridges (Plan B) paying for eighty percent (80%) of the approved schedule of fees.

(c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees. The lifetime maximum shall be fifteen hundred dollars ($1,500) per person, as defined by the Plan.

(d) The Employer shall pay one hundred percent (100%) of the premiums.

10.3 Group Life Insurance

All Full-Time Employees shall, be enrolled in Accidental Death and Dismemberment, Long Term Disability and Life Insurance, effective after six (6) months of service which provides the following coverage.

(a) Coverage shall be $25,000 reducing by fifty percent (50%) at age sixty-five (65). The Employer shall pay one hundred percent (100%) of the premiums.

(b) Dependent Life Insurance is five thousand dollars ($5,000) for a spouse and two thousand, five hundred dollars ($2,500) for a child. The Employer shall pay one hundred percent (100%) of the premiums.

(c) Accidental Death and Dismemberment Insurance is paid out based on Specific Loss as per the Carrier Agreement. Employer shall pay one hundred percent (100%) of the premiums.

(d) Long Term Disability premiums shall be based on age of the employee and group usage rates. Coverage is at sixty-six point six seven percent (66.67%) of employees monthly earning to a maximum of five thousand dollars ($5,000) or eighty-five percent (85%) of pre-disability take home pay, whichever is less. Any amount of LTD insurance over three thousand seven hundred and fifty dollars ($3,750) is subject to approval of evidence of insurability. LTD is pay out and eligible until age sixty-five (65). Employer shall pay zero percent (0%) and the active employees shall pay one hundred percent (100%) of the premium.

10.4 Part-Time Employee Benefits

Part-Time Employees who regularly work more than **thirty (30)** hours per week, and have completed nine hundred and ten (910) hours of service shall be entitled to the benefits in Article 10. The Employer shall pay one hundred percent (100%) of the premiums.

ARTICLE 11 - SICK LEAVE BENEFITS AND CONDITIONS

11.1 Sick Leave and Mental Health Leave

All Regular Full-Time Employees shall be entitled to a maximum of one hundred and five (105) working hours per year to be used for sick leave. The Employer will request sick leave documentation for sick leave in excess of twenty-one (21) working hours. The Employer shall pay the cost of any such documentation.

A Return to Work Assessment may be required should the employee be absent from work due to injury or illness that impedes their ability to perform regular work duties. The parties will work to accommodate restrictions and limitations.

Twenty-eight (28) hours per year shall be Mental Health Leave. Extensions to Mental Health Leave will be granted with the required physician documentation.

Effective April 1, 2019, part-time employees' sick hours will be prorated based on hours worked throughout the year at fifteen (15) days per year based on eighteen hundred and twenty (1820) hours per annum [five point eight percent (5.8%)]. Sick hours cannot be taken before the accrual period, unless approved by immediate supervisor via sick leave request.

11.2 Extended Benefits

The Employer shall undertake to continue the total cost of premiums for Extended Health Care Plan, Medical Services Plan, Dental Services Plan, and Group Life Insurance and ADD Coverage of the employee in question for up to one (1) year following the beginning of a leave of absence or layoff provided the period of absence is required medical and the employee has been employed for one (1) year or more.

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an Employer paid payroll tax. If the BC Government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the Employer will pay one hundred percent (100%) of the premium cost for employee family coverage.

11.3 Family Care Leave

(a) The employees with children shall be entitled to leave with pay up to a maximum of four (4) days per year to care for a sick child. Leave not taken shall not be accumulated.

(b) At the discretion of the Employer, five (5) days of absence, with pay, shall be granted to Full-Time and Part-Time Employees for any domestic or household emergency.

ARTICLE 12 - SENIORITY AND LAYOFFS

12.1 Definition

Seniority is defined as the length of service in the bargaining unit and shall be used in determining transfers, demotions, layoffs, permanent reductions of the work force and recall.

12.2 Seniority List

Effective June 1st, 1993 the Employer shall maintain a Seniority List showing the current classification and the date upon which each employee's service commenced. An up-to-date Seniority List shall be sent to the Union and posted on all Bulletin Boards in January of each year.

12.3 Probation

All Full-Time and Part-Time Employees will be considered to be on probation for the first (1st) nine hundred and ten (910) hours of work. If found unsuitable during such period, the employee will not be retained. Upon completion of the probation period, the employee will be credited with seniority dating back to the first (1st) day of the probation period.

Casual Employees shall accumulate all hours worked except overtime. To create an adjusted start date, these hours are to be divided by the number of hours in the work day, then subtract the results at the end of probation period and create the employee's seniority date.

12.4 Loss of Seniority

Loss of Seniority shall only result from the following:

(a) discharge for just cause, and is not reinstated;

(b) he/she resigns in writing and does not withdraw within two (2) days;

(c) retirement;

(d) continuous absence for three (3) days without permission unless employee was absent for reasons beyond his/her control;

(e) continuous layoff for a period exceeding one (1) year.

12.5 Layoffs

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

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

12.6 Order of Layoffs

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

12.7 Notice to and Order of Bump

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

ARTICLE 13 - LEAVE OF ABSENCE

13.1 Leave for Negotiations

The Employer shall grant leave with pay to one (1) employee who is elected to participate in negotiations. Wages shall be covered for the time spent at official negotiation sessions. No overtime shall be paid unless scheduled by the Employer.

13.2 Union Leave

The Employer shall grant leave without pay to employees who are elected as representatives to attend Union Conventions, or for other Union business. Notice for such leave must be given to the Employer at least seven (7) days prior to the beginning of the leave.

13.3 Job Steward Leave

Job Stewards shall have the right to investigate and process grievances and to perform other duties proper to their position during regular working hours without loss of pay.

13.4 Seniority and Benefits on Union Leave

Leaves granted under this Section shall not constitute a break in seniority. With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the total cost of the Employer premiums for Extended Health, Dental Health, ADD, and Life Insurance.

The Union shall then reimburse to the Employer the amount of the account rendered within sixty (60) days.

13.5 Adoption, Pregnancy & Parental Leave

(a) An employee is entitled to leave of up to eighteen (18) months in connection with the birth or adoption of a child, during which time seniority shall continue to accrue. Subject to Article 13.5(b) and (d), this leave will be unpaid.

(b) The Employer will continue to pay the Employer's premium in respect of all insured benefits for the duration of the leave.

(c) Upon the birth or adoption of a child to an Employee or to an Employee's spouse or spouse equivalent, the Employee will be entitled to ninety-five percent (95%) of their gross pay for the first five (5) weeks of their leave. This provision may be used to supplement EI Adoption, Parental and/or Maternity Benefits in accordance with the *EI Act*.

(d) Request to return from leave must be made in writing at least one (1) week before the proposed return date.

(e) During the adoption, parental, maternity leave, the Employer shall maintain the employee's coverage in the applicable Benefit Plans and other benefits normally received by the employee shall continue while on such leave.

(f) Employees returning from adoption, parental, maternity leave shall return to their former position or an equivalent classification.

(g) Adoption leave for the purposes of adopting a child may be taken unpaid for up to sixty-one (61) weeks.

(h) Parents who are eligible for Parental Leave shall be granted unpaid leave of absence for up to sixty-one (61) weeks.

13.6 Medical Care Leave

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

13.7 Bereavement Leave

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

(a) in the case of death of the employee's spouse, including common-law spouse and same sex partner, child, step child, brother, sister, parent, parent-in-law, legal guardian, grandchild or grandparent;

(b) in the case of death of any other relative if living in the employee's household; or

(c) part-time and casual employees shall be eligible for bereavement leave if scheduled for work at the time of the relative's death.

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

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

13.8 Public Office Leave

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

13.9 General Leave

An employee may request a leave of absence for a maximum of **nine (9)** months without pay **unless such leave is for education purposes in which case the maximum duration will be twelve (12) months**. Such leaves must be applied for at least thirty (30) days in advance of the beginning of the leave, and an answer must be received at least twenty-one (21) days prior to the beginning date of the leave. **Employees on an approved Leave of Absence that wish to extend their duration of leave time may submit subsequent leave requests to the Employer for consideration in accordance with the provisions of this article.** Any such request will not be unreasonably withheld.

13.10 Jury/Witness Duty

Any employee subpoenaed for Jury Duty or to appear as a witness on a normal working day will be reimbursed by the Employer for the difference between the pay received for said duty, and regular pay for that time.

13.11 Compassionate Leave

An Employee will be granted a Compassionate Care Leave of Absence without pay for up to twenty-six (26) weeks to care for a gravely ill family member as defined in the *Employment Insurance Act*. 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 to care for a gravely ill family member shall be entitled to the following benefits:

(a) The Employee's benefit coverage will continue for the duration of the Compassionate Care Leave, to a maximum of twenty-six (26) weeks, and the premium payments shall be on the same basis as if the employee were not on leave.

(b) Compassionate Care Leave, up to a maximum of twenty-six (26) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Collective Agreement.

13.12 Leave for Domestic or Sexual Violence

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

(a) **up to five (5) days of paid leave, and five (5) more days of unpaid leave to be taken intermittently or in one continuous period; and**

(b) **up to seventeen (17) weeks of unpaid leave.**

Notwithstanding the above, the Employer will provide pay for ten (10) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than ten (10) days paid leave, the Employer will provide such leave consistent with the legislation.

This leave will be in addition to existing leave entitlements.

ARTICLE 14 - PROMOTIONS AND JOB POSTINGS

14.1 Job Postings

When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall immediately notify the Union in writing. Notice of the position will be posted at the work site. The Employer shall post vacancies at least fourteen (14) calendar days prior to the start date. The Employer has the right to temporarily fill the vacancy for twenty-one (21) calendar days in order to fulfill the postings requirements. Such postings shall contain the following information and such qualifications shall not be established in an arbitrary or discriminatory manner.

(a) Nature of Position
(b) Qualifications
(c) Required Education and Knowledge
(d) Skills
(e) Shifts
(f) Wage and Salary Rate
(g) Vancouver Native Housing Society is an Equal Opportunity Employer

14.2 Applicant Criteria

Qualifications, ability and seniority shall be the determining factors in selecting applicants. Appointment shall be made from the applicant with the greatest seniority pursuant to Article 12.1.

14.3 Applicant Priorities

(a) Applicants working in the bargaining unit; and
(b) Applicants from outside the bargaining unit.

14.4 Trial Period

A successful applicant to a job vacancy shall be considered to be on a trial period of thirty (30) calendar days. An applicant who fails to demonstrate his/her ability to perform the job or who determines he or she is unable to perform the work shall be returned to his or her former position without loss of seniority. Any other employee affected by this reversion shall also revert to his/her former position.

14.5 Orientation

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

14.6 Temporary Positions

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

14.7 Re-Orientation

Employees returning from a leave of absence of twelve (12) months or longer shall be given up to five (5) working days for re-orientation.

14.8 Tech Change

When technological change or new processes are introduced into the workplace, employees shall be provided adequate training and/or orientation as mutually agreed between the parties.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Definitions

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

15.2 Procedure

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

(a) *Step One*

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

(b) *Step Two*

If the grievance is unresolved at the first (1st) step, then within ten (10) working days of receipt of an answer then the grievance will be referred to the Executive Director or designate (not to be the same

designate as Step I). The answer is the grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance at the second (2nd) step.

(c) *Step Three*

If the grievance is unresolved at Step II, then the grievance shall be referred to an independent person, mutually agreed to for his/her recommendation.

(d) *Step Four/Arbitration*

If the two (2) parties are unable to agree at the third (3rd) step, then within ten (10) days of receipt of an answer, the Union shall notify the Employer in writing of its intention to take the grievance to Arbitration. It is intended that grievances which are not resolved at the third (3rd) stage will be submitted to a single Arbitrator.

15.3 Arbitration

The parties of the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. The Arbitrator shall proceed as soon as practical to examine the grievance and render judgement. The decision of the Arbitrator shall be final and binding on the parties and upon any employee affected by it.

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator. Expenses will include any disbursements incurred by the Arbitrators during their proceedings.

15.4 Time Limits

It is understood that any of the time limits referred to in Article 15 may be extended by mutual agreement between the Union and the Employer.

15.5 Grievance Troubleshooter

As an alternative to Arbitration under the above sections, the parties may mutually agree, on a case by case basis, to refer any grievance to a mutually agreed upon grievance troubleshooter under this section. The troubleshooter agreed to by the parties shall:

(a) Investigate the difference;

(b) Define the issue in the difference; and

(c) Make written recommendations to resolve the difference within thirty (30) days of his/her receipt of the request.

The parties agree that the recommendation of the troubleshooter shall be final and binding. Each party shall pay its own expenses and one-half (1/2) of the compensation and expenses of the troubleshooter.

This section is intended to be non-prejudicial and the parties shall not rely upon any matter arising out of an application of this section in any other interpretation of this Agreement or at any subsequent hearing or proceeding under this Agreement or under the *Labour Relations Code of BC*, without the mutual consent of both parties.

ARTICLE 16 - WAGE RATES AND CLASSIFICATION

16.1 Appendix "A"

The classification and wage rates for the effective period of this Agreement shall be those attached in Appendix "A".

16.2 New Classification

When a bona fide new classification is to be established which cannot be properly placed into the existing wage scale by mutual agreement, the Employer will establish the classification and wage rate on a temporary basis. Written notification of the temporary rate and classification will be furnished to the Union. If fourteen (14) calendar days after the notification, the Employer and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be taken to Arbitration in accordance with Article 15.1 of this Agreement.

16.3 Payment for Courses

The Employer agrees to pay all wages and costs of any upgrading and/or courses that are required to be taken by any employee.

Upon prior approval and successful completion of an elective Course, employees shall be reimbursed fifty percent (50%) minimum of the Course cost where such Course enhances the employee's job. In addition, employees shall receive pay for any lost wages. Such approval shall not be unreasonably withheld.

16.4 Acting Capacity

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

ARTICLE 17 - PAY DAYS

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

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

ARTICLE 18 - MILEAGE

18.1 Transportation

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

18.2 Mileage

Where it is required for an employee to use their own vehicle while at work, mileage will be paid at the rate established by the **Canada Revenue Agency.** The mileage claim form is to be completed and submitted at the same period and interval as the electronic **timesheet** submission, and will be paid within ten (10) business days upon receipt by the finance department.

ARTICLE 19 - DISCIPLINE AND EMPLOYEE'S FILE

19.1 Progressive Discipline

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

19.2 Adverse Report

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

19.3 Removal of Negative Material

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

19.4 Access to Records

(a) An employee shall have access to all material in their personnel file at a time mutually convenient to the employee and the Employer.

(b) Examination of the contents of an employee's personnel file shall be in the presence of a person authorized by the Employer.

(c) An employee and the Union shall be provided with a copy of all letters of reprimand, censure and any other document which may be the basis of disciplinary action at the time of filing.

(d) The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

(e) Any employee, and the Union, upon request, shall be entitled to receive a copy of any documentation contained within their file at the time of examination.

(f) Should an employee dispute any entry or document in their personnel file, he/she shall be entitled to recourse to the Grievance Procedure.

ARTICLE 20 - EQUIPMENT

The Employer shall purchase and maintain all tools and equipment required to maintain the building components and systems directly related to the employee's roles and responsibilities.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

The Union and Employer agree regulations made pursuant to the *Occupational Health and Safety Regulations – WorkSafeBC* shall be fully complied with.

The Joint Occupational Health and Safety Committee comprise of volunteer and appointed union representatives, non-union representatives, management and non-management employees in all locations at VNHS. This Committee shall meet, as required pursuant to the applicable sections of the Occupational Health and Safety Regulations.

The Joint Occupational Health and Safety Committee meets monthly to address all Health and Safety issues specific to all locations and to ensure regulatory standards are being met. Employees or supervisor may attend any meeting should they require or request.

All employees must have completed a Safety Orientation upon commencement of employment which outlines: VNHS Health and Safety Policies and Procedures, locations of regulations, a Joint Health and

Safety Committee Members list, OH&S Meeting schedule, and OH&S training that may further be required in line with current regulatory standards.

Supervisors and employees have a responsibility to adhere to the Occupational Health and Safety Regulations.

The Employer will include one (1) safety representative as elected by bargaining unit members and/or one (1) Union appointee who shall be employees or members of CUPE Local 1004 on the VNHS Central Occupational Health and Safety Committee.

The Employer, in consultation with the Union, shall develop health and safety training and reporting protocols for all staff in accordance with the regulations of *WorkSafe BC*.

Where an employee exercises their right to refuse unsafe work in compliance with the Occupational Health and Safety Regulation, Part 3, Section 3.12, they shall not be subject to disciplinary action as referred to in Section 3.13.

ARTICLE 22 - MUNICIPAL PENSION PLAN

(a) The Employer will provide the Municipal Pension Plan (MPP) to all eligible employees.

(b) Employees of record on October 27, 2015, who meet the eligibility requirements of the MPP, have the option of joining or not joining the MPP. Eligible employees who initially elect not to join the MPP have the right to join the MPP at any later date but will not be able to contribute or purchase service for the period waived.

(c) All regular full-time employees hired after October 27, 2015, will be enrolled in the MPP upon completion of the earlier of their probationary period or six (6) months and will continue in the plan as a condition of employment. Full-time hours of work are defined in the Collective Bargaining Agreement specific to work environment and work location.

(d) Regular part-time employees hired after October 27, 2015, who meet the eligibility requirements of the MPP have the right to enrol or not enrol in the MPP. Those who initially decline participation have the right to join the MPP at any later date. The MPP rules currently provide that a person who has completed two (2) years of continuous employment with earnings from an employer of not less than thirty-five percent (35%) of the year's maximum pensionable earnings (YMPE) in each of two (2) consecutive calendar years will be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.

(e) Employees who have met eligibility and have joined MPP will be required to continue to participate in the plan while employed by the Employer.

(f) Employers will ensure that all new employees are informed of the options available to them under the MPP rules.

(g) Eligibility, terms and conditions for the pension will be those contained in the Municipal Pension Plan and associated documents.

(h) If there is a conflict between the terms of this Agreement and the MPP rules, the MPP must prevail.

Note: MPP contact information:

• Web: www.pensionsbc.ca • Email: mpp@pensionsbc.ca
• Victoria Phone: 1-250-953-3000 • BC Phone: 1-800-668-6335

ARTICLE 23 - JOB SECURITY

The Employer shall maintain at least three (3) Full-Time Employees and one (1) Part-Time Employee who are members of the CUPE 1004 Bargaining Unit working at the Pendera Building.

SIGNED ON BEHALF OF THE UNION:

Andrew Ledger
President

Alex Braidek
Business Agent

SIGNED ON BEHALF OF THE EMPLOYER:

David Eddy
Chief Executive Officer

Margaret Go, Director
Operations and Quality Assurance

Julie Wang
Chief Financial Officer

Signed at VA *BC, this* ____ *day of* _____, *2021.*

SCHEDULE "A"
RATES OF PAY

Rates of Pay for all classes or positions covered by the Agreement between the Employer and CUPE Local 1004.

Effective April 1st, **2020** to March 31st, **2024**:

CLASSIFICATION	Effective Apr 1, 2019	Effective Apr 1, 2020 3%	Effective Apr 1, 2021 3%	Effective Apr 1, 2022 3%	Effective Apr 1, 2023 3%
Building Custodian	$ NA	**$ 19.50**	**$ 20.08**	**$ 20.68**	**$ 21.30**
Building Maintenance Worker	**22.21**	**22.88**	**23.56**	**24.27**	**25.00**
Building Supervisor	**24.64**	**25.37**	**26.14**	**26.92**	**27.73**

LETTER OF UNDERSTANDING #1
EMPLOYER INITIATED RESTRUCTURING PLANS

The following Letter of Understanding is agreed upon by the Vancouver Native Housing Society *(hereinafter referred to as the Employer)* and the Canadian Union of Public Employees (Local 1004) *(hereinafter referred to as the Union")*.

(a) The Employer agrees to consult with the Union and to discuss alternatives in situations where the Employer is considering moving work from the bargaining Unit to be performed by excluded staff.

(b) Such consultation (as referred to in "a") shall occur when the work in question has always been performed exclusively by the CUPE bargaining unit.

(c) The Employer shall provide the Union with at least thirty (30) days written notice in situations covered by this Letter of Understanding.

SIGNED BY ALL PARTIES MARCH 22, 2001.

LETTER OF UNDERSTANDING #2
BUILDING SUPERVISOR

The parties agree that for the term of this Agreement regular hours of work for the Building Supervisor position shall not exceed eight (8) hours per day and forty (40) hours per week, and will not work more than five (5) consecutive days in a work week.

Time worked in excess of these regular hours of eight (8) hours a day or forty (40) hours a week shall be considered as overtime, and shall be banked at double the hours worked paid at double time and calculated at double the respective rate of pay in accordance with Schedule A.

SIGNED ON BEHALF OF THE UNION:

Andrew Ledger
President

Alex Braidek
Business Agent

SIGNED ON BEHALF OF THE EMPLOYER:

David Eddy
Chief Executive Officer

Margaret Go, Director
Operations and Quality Assurance

Julie Wang
Chief Financial Officer

Signed at _____ *, BC, this* _____ *day of* _____, *2021*

LETTER OF UNDERSTANDING #3
RECLASSIFICATION OF BUILDING CUSTODIAN INCUMBENT, TOMMY WU

As a result of negotiations, the parties agree to the creation of a new classification: Building Custodian.

This letter is to confirm the reclassification of one of the Building Maintenance Worker positions to a classification as Building Custodian. The position being reclassified is a part-time position. The incumbent, Tommy Wu, will be reclassified as per the following:

- **The incumbent shall have his employment maintained.**
- **The incumbent shall have his schedule maintained.**
- **The incumbent shall have his hourly pay rate wage-protected. The incumbent shall receive the same increases to his hourly rate as the Building Maintenance Worker, as outlined in Schedule "A" for the Collective Agreement effective April 1, 2020 to March 31, 2024.**
- **A wage rate shall be established based on the Building Custodian job description and shall be applied upon the expiry of this Collective Agreement. Wage rate increases in subsequent rounds of bargaining, and their application to the incumbent, shall be subject to negotiations between the parties.**

The job description for the Building Custodian shall be agreed to between the parties.

SIGNED ON BEHALF OF THE UNION:

Andrew Ledger
President

Alex Braidek
Business Agent

SIGNED ON BEHALF OF THE EMPLOYER:

David Eddy
Chief Executive Officer

Margaret Go, Director
Operations and Quality Assurance

Julie Wang
Chief Financial Officer

Signed at _____, BC, this _____ day of _____, 2021.

LETTER OF AGREEMENT
RE: CRIMINAL RECORDS REVIEW ACT

The parties agree that given the Society's at-risk and vulnerable client population served, criminal background checks must be acceptable and in line with the Criminal Records Review Act.

The Criminal Records Review Act ensures that people who work with or may potentially have unsupervised access to children or vulnerable adults undergo a criminal record check by the criminal Records Review Program (RRP).

There is a clear need to provide safety and security for residents and staff in the society's buildings and offices. Employees are required to participate in the CRRP, and these legal and contractual CRRP Employer obligations are ongoing.

The Union and its members and the importance of all VNHS confidential, safety and operating policies, subject always to the Grievance Procedure.

Agreed to on February 15, 2018.