

COLLECTIVE AGREEMENT

between

CUPE LOCAL 1004



(the Employer)

and

**BRITISH COLUMBIA UNION
WORKERS' UNION (BCUWU)**



(the Union)

**Effective from
January 1, 2018 to December 31, 2023**

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ARTICLE 1 - TERM OF AGREEMENT

This Agreement shall be for a term of six years with effect from **January 1, 2018 to December 31, 2023**, both dates inclusive. Should either party hereto at any time within four 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 neither party shall make any change or alter the terms of this Agreement until a new Agreement is in force.

ARTICLE 2 - DEFINITIONS

2.1 Permanent Employee

"Permanent Employee" means an employee occupying an established position who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.

2.2 Temporary Employee

"Temporary Full-Time Employee" means an employee who is employed on a full-time basis as set forth above, for a definite period of time.

2.3 Spouse

"Spouse" means a person who is married to a worker; or a person who has cohabited with a worker for a continuous period of not less than one year, or other time as prescribed by applicable legislation.

2.4 Singular and Plural

Wherever the plural is used in this Agreement, it will include the singular, and vice versa, when the context requires it.

ARTICLE 3 - UNION SECURITY AND DUES

3.1 Union Security

All present employees who are now members of the Union shall remain members of the Union, and those employees who subsequently become members of the Union shall remain members of the Union.

3.2 Union Dues

(a) All employees covered by the Union Certificate of Bargaining Authority shall pay to the Union an amount equal to the Union's dues, such payment to be made by payroll deduction. The deduction shall be back-dated to the date the employee commences work provided the employee is still in the employ of the Employer on the final day of the first pay period. Where appropriate, the first deduction shall be prorated and deductions for all subsequent pay periods shall be made provided an employee works any part of the pay period.

(b) Business Agents can continue to pay union dues to CUPE Local 1004 that were members of CUPE Local 1004 prior to becoming Business Agents or who are on a leave of absence from their CUPE Local 1004 bargaining unit Employers.

ARTICLE 4 - LABOUR MANAGEMENT RELATIONS

4.1 Labour Management Committee

The Employer and the Union agree that a Labour Management Committee be set up to seek solutions to mutual problems and to achieve mutual objectives and to further review any concerns raised by either party.

ARTICLE 5 - RIGHTS OF MANAGEMENT

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

ARTICLE 6 - WAGES HOURLY RATES

6.1 Pay Days

(a) The wages of the employees covered by this Agreement shall be paid every second Wednesday, provided however that where the pay day falls on a public holiday, then the employees shall be paid on the last working day immediately preceding such day. For the purpose of this sub-Article only, a working day means a regular working day of the office employees.

(b) Retroactive wage increase and future wage increases will be paid as follows:

- January 1, 2016 to December 31, 2016.....increase of 1.5% to \$41.76 per hour
- January 1, 2017 to December 31, 2017increase of 1.5% to \$42.38 per hour
- January 1, 2018 to December 31, 2018.....increase of 2% to \$43.23 per hour
- January 1, 2019 to December 31, 2019increase of 2% to \$44.10 per hour
- October 1, 2020 to December 31, 2020increase of 2% to \$44.98 per hour
- January 1, 2021 to December 31, 2021.....increase of 2% to \$45.88 per hour
- January 1, 2022 to December 31, 2022increase of 2% to \$46.80 per hour
- January 1, **2023** forward - shall be based on the same increases received by CUPE Local 1004 members employed by the City of Vancouver until such time as this Collective Agreement expires on December 31, **2023** and bargaining on wages with **BCUWU** is concluded.

6.2 Hours of Work

(a) The regular hours of work shall consist of four 10-hour shifts (40 hours) between Monday and Friday inclusive of one-half hour paid lunch to be taken at the discretion of the Business Agents.

(b) Days off will be Saturday and Sunday and either Monday or Friday.

(c) When possible, the Business Agent(s) will include attendance at Executive Board, regular membership, and unit meetings, as part of the regular work week.

(d) It is recognized that if the above is not possible, time so worked will be covered under the Article for overtime.

(e) **Temporary Business Agents who are working when a statutory holiday occurs or is recognized during that week, shall work a schedule of five-day, eight-hour shifts for that week only, as per Article 9.3.**

6.3 Rest Periods

Two rest periods of 15 minutes each will normally be allowed to each employee during the working shift. In as far as practicable, the first shall be taken midway between the start of the shift and the lunch period and the second midway between the lunch period and the end of the shift.

ARTICLE 7 - OVERTIME

7.1 Overtime Provisions

- (a) Overtime will not be paid for any hours in excess of 40 hours in one week but less than 50 hours. Instead, cumulative time off (CTO) will be accumulated at straight time rates.
- (b) In the event that hours in excess of 50 hours worked in one week are needed, the Business Agent shall seek the approval of the President or Designate to work those hours. These hours shall be paid at double time.
- (c) **In the event that a Business Agent finds it necessary to work on a rest day, when the work is prescheduled, the Business Agent will notify the President or Designate prior to working those hours. When the work is unplanned, the Business Agent will notify the President or Designate no later than on the day it occurred.**

7.2 Compensating Time Off (CTO)

- (a) Every employee who works beyond 40 hours up to 50 hours, works overtime beyond 50 hours, or works on a Public Holiday shall, at the option of the employee, elect to be paid or take compensating time off.
- (b) **Taking CTO of one day or less will be at the Business Agent's discretion and will be noted on the time sheet. For taking CTO for periods of longer than one day, requests will be submitted in advance and will require mutual agreement. Requests will not be unreasonably denied and shall be granted on a first come first served basis after the seniority-based vacation requests are approved as per the vacation scheduling requirements.**
- (c) **For CTO payment, the President or Designate will be notified and such payment will be made available on the next pay period.**

ARTICLE 8 - EMPLOYEE BENEFITS

8.1 Sick Leave

- (a) 160 hours per year.
- (b) Accumulation to a maximum of 209 days (2090 hours).
- (c) Full payment of sick days upon termination, resignation, or retirement to a maximum of 480 hours.
- (d) Payout will be at the employee's option of cash or time off.
- (e) Sick leave can be used for paid time to attend medical/dental appointments.

8.2 Benefit Administration

The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. With the understanding that the benefit plans currently, are provided as an add-on to the City of Vancouver group benefit plans (excluding Disability Benefits). The benefit plans are the same as those provided to the City of Vancouver CUPE Local 1004 members. Business Agents on a leave of absence from a CUPE Local 1004 Bargaining Unit will have their benefits maintained by their regular employer. If

this is not possible the Business Agent will be covered by the language below. If this arrangement should change, benefits will be maintained as follows under Articles 8.3 to 8.8.

8.3 Medical Coverage

(a) *Medical Services Plan*

(1) Effective the first day of the month following the date of hire, Permanent Employees shall be entitled to coverage under the Medical Services Plan established under the Medical Services Act of British Columbia.

(2) The Employer shall pay 100% of the premiums.

(b) *Extended Health Care Plan*

Effective the first day of the month following the date of hire, Permanent Employees shall be entitled to coverage under an Extended Health Care Plan with the Employer. The provision of these benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (1) *Eye Exams* - to a maximum payable \$100 per person per 24-month period;
- (2) *Vision Care* - to a maximum payable of **\$650** per person per 24 month period, including coverage for laser eye surgery;
- (3) *Hearing Aids* - to a maximum payable of \$700 per person in a five-calendar year period;
- (4) *Orthopedic Shoes* - to a maximum payable of \$400 for adults / \$200 for children in a calendar year and orthotics to a maximum payable of \$300 every five years;
- (5) *Diabetic Equipment and Supplies, and Ostomy Supplies*;
- (6) *Clinical Psychologist Services* - \$600 maximum payable per person in a calendar year;
- (7) *Chiropractor and Naturopath Services* - to a combined maximum of \$500 per calendar year;
- (8) *Physiotherapist and Massage Practitioner Services* - to a combined maximum of \$800 per calendar year;
- (9) *Podiatrist Services* - to a maximum of \$350 per calendar year; and
- (10) *Acupuncture Treatments* - to a maximum of \$250 per calendar year.

The EHB lifetime maximum coverage under this Plan will be \$1,000,000 per covered employee and dependent. The Plan has an annual deductible of \$100.

The Employer shall pay 100% of the premiums.

8.4 Dental Services Plan

The Employer has established a dental plan for all Permanent Employees, effective the first day of the month following the date of hire, on the following basis:

- (a) *Basic Dental Services (Plan A)* - paying for 80% of the approved schedule of fees;
- (b) *Prosthetics, Crowns and Bridges (Plan B)* - paying for 50% of the approved schedule of fees;
- (c) *Orthodontics (Plan C)* - paying for 50% of the approved schedule of fees. The lifetime maximum shall be \$3000 for adults and dependent children as defined by the Plan;
- (d) The Employer shall pay 85% and the employees shall pay 15% of the premiums.

8.5 Group Life Insurance

All Permanent Employees shall, effective the first day of the first full pay period worked following the date of hire, join the Group Life Insurance plan which provides the following coverage:

- (a) Coverage shall be one and one-half times basic annual salary, which shall be computed to the next higher \$1,000.
- (b) Coverage shall be provided until age **70** without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age **70**.
- (c) \$1,000 coverage shall be provided to employees who retire at age **70**, or who terminate their employment having qualified for full vacation pursuant to the provisions of Article 9.1(a).
- (d) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Employer and the active employees.
- (e) The Employer shall pay 100% of the premiums.

8.6 Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of \$10,000 up to a maximum of \$250,000. The employee shall pay 100% of the premiums for the optional coverage.

8.7 Benefit Coverage

CUPE Local 1004 will ensure that all benefit contracts it enters into will provide coverage for spouses and family members regardless of gender.

8.8 Disability Benefits

For Business Agent(s) with no access to Sickness and Accident Insurance and/or Long Term Disability Benefits through their previous employer(s) the following shall apply:

- (a) After 160 hours of sick leave, the Employer shall pay the eligible Business Agent(s) 80% of regular pay to a maximum of 90 calendar days.
- (b) After 90 calendar days off sick eligible Business Agent(s) shall receive Long Term Disability (LTD) Benefits as per the LTD Plan coverage.
- (c) Eligible Business Agent(s) shall pay the premium for the LTD benefit, thereby making the benefit non-taxable.
- (d) The Employer shall provide any eligible Business Agent(s) a top-up benefit to ensure the Business Agent(s) contribution is equal to one dollar and twenty cents per each \$100 of wages.
- (e) CUPE Local 1004 will deduct and remit plan premiums on behalf of the employees.
- (f) CUPE Local 1004 will continue to pay its portion of the premium payments for medical, dental, extended health and group life insurance benefits for employees who are on sick leave without pay or who are on long term disability for a maximum of two years. Employees then have the option to self-pay.

8.9 WorkSafe BC

CUPE Local 1004 agrees that if the Business Agent(s) should be hurt or become ill and it is covered by WorkSafe, then CUPE Local 1004 shall pay full wages and benefits to the Business Agent(s) while on WorkSafe and the Business Agent(s) shall turn over any WorkSafe Recovery cheque to CUPE Local 1004.

8.10 Municipal Pension Plan

(a) **Employees** shall participate in the Municipal Pension Plan in accordance with the Municipal Pension Plan rules.

(b) The Employer agrees to pay **Karen Kindrid** in lieu of a Pension Plan an amount equal to **9.9%** of gross wages. If a **Business Agent** is on a leave of absence from a CUPE Local 1004 bargaining unit, contributions will be paid to a pension plan through their regular employer. **If there is a difference between the employee's regular employer's contribution and the contributions to the Municipal Pension Plan, CUPE Local 1004 will pay to that employee the percentage difference between the two plans.**

(c) When an employee is barred from further contributions to the Municipal Pension Plan as per *Articles 5(2)(a) and (b) of the Municipal Pension Plan Rules*, the Employer, CUPE Local 1004, agrees to remit the employee's future pension contribution only - those contributions that would have been remitted to the Municipal Pension Plan had the employee been eligible to contribute but excluding the Employer's contribution - to the said employee's personal RRSP to the CRA maximum upon mutual agreement between the Union, **BCUWU** and the Employer.

8.11 Pension "Buy-Back" Provision

Subject to the qualifying provision contained in *Section 9(1) of the Municipal Pension Plan*, the Employer agrees to participate in such contributions as are necessary to extend pensionable service of a retiring employee who has reached minimum retirement age, up to a maximum of six months. The said extension to represent that time served by the employee in a probationary capacity with the Employer which has not heretofore been considered as pensionable service. Costs, as defined by the Municipal Pension Plan, are shared 50/50 by the employee and the Employer as per *Section 9(1)(b) of the Municipal Pension Plan*.

Note: The Employer and the Union agree that the maximum extension for any employee who served a longer probation period because the Collective Agreement in force at the time they were hired included such longer probation period shall be 12 months. Where an employee has, prior to retirement, paid the full cost of extending their pensionable service as provided herein, the Employer shall, upon the employee's retirement, reimburse the employee for one-half of the costs previously paid by the employee provided the employee has reached the minimum retirement age.

8.12 Compassionate Leave

(a) A Permanent Employee who has completed six months of employment, may be granted compassionate leave without loss of pay for a period not to exceed five working days in the following events (*a day to be defined as the hours scheduled to work, which could be 10 hours*):

(1) in the case of the death of the employee's wife, husband, child, step-child, ward, brother, sister, parent, step-parent, parent-in-law, grandparent, grandchild, guardian or common-law spouse;

(2) in the case of the death of any other relative if living in the employee's household.

(b) Requests for leave under Article 8.12(a) herein shall be submitted to the President or Designate.

- (1) An employee who qualifies for compassionate leave without loss of pay may be granted such leave when on annual vacation if approved by the President or Designate.
- (2) An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
- (c) Upon application to, and upon receiving the permission of the President or Designate, an employee may be granted leave of up to one-half day without loss of pay in order to attend a funeral as a pallbearer or a mourner.

8.13 Employee and Family Assistance

All employees will have access to an EFAP provided by the Employer at no cost to the employee.

8.14 Maternity and Parental Leave

(a) *Length of Leave*

An employee is entitled up to 18 months leave without pay in connection with the birth or adoption of a child, during which time seniority and service-related benefit entitlements (i.e., vacation) shall continue to accrue.

(b) *Extensions - Special Circumstances*

(1) An employee shall be entitled to extend the maternity leave by up to an additional six consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

(2) An employee shall be entitled to extend the parental leave by up to an additional five consecutive weeks' leave without pay where the child is at least six months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition. Provided however, that in no case shall parental leave exceed **18** consecutive **months** following the commencement of the leave.

(c) *Notice Requirements and Commencement of Leave*

(1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.

(2) An employee shall provide written notice, at least four weeks in advance, of the intended commencement date of parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

(3) The Employer may require a pregnant employee to commence **parental** leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.

(4) An employee on parental leave shall provide four weeks' notice prior to the date the employee intends to return to work.

(5) An employee who wishes to return to work within six weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

(6) Where a pregnant employee gives birth before requesting **parental** leave or before commencing **parental** leave, **the parental** leave will be deemed to have started on the date **they** gave birth.

(d) *Return to Work*

On resuming employment an employee shall be reinstated in their **Business Agent** position and for the purposes of pay increments and benefits, referenced in (f) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service.

(e) *Sick Leave*

(1) An employee on parental leave shall not be entitled to sick leave during the period of leave.

(2) Subject to paragraph (e)(1), an employee on parental leave who has notified the President or Designate of their intention to return to work pursuant to paragraph (c)(4) and who subsequently suffers any illness or disability which prevents the employee 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.

(f) *Benefits*

(1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on 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.

(2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the **Municipal Pension Plan rules**.

(g) *Supplementary Employment Insurance Benefits*

(1) **Parents** who are entitled to **parental** leave and who have applied for and are in receipt of Employment Insurance **maternity or parental** benefits are eligible to receive SEIB Plan payments.

(2) Subject to the approval of the Employment Insurance Commission, birth **parents** who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance **maternity or parental** benefits are eligible to receive SEIB Plan payments.

(3) 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 **or to care for their newborn or newly adopted child**.

(4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and 95% of their gross weekly earnings and is paid as follows:

(i) for the first **17** weeks, which includes the Employment Insurance waiting period.

(5) 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 and an employee's accumulated leave credits will not be reduced.

(6) 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.

(7) Supplemental Employment Insurance Benefit (SEIB) for Parental leave as outlined in Article 8.14(g) may be amortized over the entire length of the leave in such a way that the SEIB top up is cost neutral to the Employer.

8.15 Jury Duty and Court Attendance

(a) Any Permanent Employee called for jury duty or as a witness in a court will be allowed time off during the period of such duty. The employee's regular pay will be continued. In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

8.16 Absence from Duty of Union Officials

(a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.

(b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage and municipal superannuation. The Union shall then reimburse the Employer to the amount of the account rendered within 60 days.

(c) Upon application to, and upon receiving the permission of the President or Designate in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance. Not more than **two** such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.

(d) Employees representing the Union will have the right to be assisted by a representative of the BCUWU.

(e) Upon application to, and upon receiving the permission of the President or Designate in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting **BCUWU**.

(f) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to their former position.

(g) The Employer agrees that any employee who might be elected or appointed to a full-time position with **BCUWU**, the Vancouver Labour Council, the British Columbia Federation of Labour, or the Canadian Labour Congress, shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to their former position.

8.17 Unpaid Leave of Absence

- (a) Employees seeking an unpaid leave of absence must apply in writing to the President or Designate. The Employer has discretion in determining whether to grant such applications. If such request is denied, the Employer shall notify the affected employee in writing stating the reasons for the denial, and the employee will have full rights under the grievance procedure if so desired.
- (b) Employees will not receive any employee benefits while on an unpaid leave of absence. If the Employee chooses to have their MSP, group life insurance, extended health and dental benefits maintained as a package, the Employee shall pay the Employer for the cost of all of these benefits in advance, and the Employer shall maintain all of these benefits. Pension contributions will be governed by the provisions of the Municipal Pension Plan. Any allowable pension buy-backs under the Municipal Pension Plan will be at the employee's sole expense.
- (c) Employees seeking an unpaid leave of absence for the purpose of participating as a candidate in elections for Federal, Provincial or Municipal office will be granted an unpaid leave of absence provided that they apply in writing at least one month prior to the commencement of the leave. If an employee is elected to full-time office, they will be granted another leave of absence, but without the ability to maintain their coverage for health and welfare benefits.

8.18 Indigenous Spiritual or Ceremonial Leave

- (a) Where an employee applies to attend, as a responsibility or obligation, an Indigenous spiritual/ceremonial event, the Employer will grant leave.
- (b) The employee will identify in writing the spiritual/ceremonial event, the customary practice involved, the employee's role in the event, and the duration of the event. The first day of up to three separate leaves per year shall be paid. Any unpaid time may be addressed by accessing earned banks vacation or leave without pay.

8.19 Domestic Violence

- (a) The Employer shall give due consideration to requests for adjustments of working conditions where those adjustments are necessary to provide meaningful support to an employee impacted by domestic violence and/or to protect that employee's safety. Meaningful support includes access to leave provisions of the Collective Agreement.
- (b) All information provided in relation to domestic violence will be kept in strict confidence.

ARTICLE 9 - VACATIONS AND PUBLIC HOLIDAYS

9.1 Vacations

- (a) *Annual Vacation Entitlement* - 5 weeks (200 hours) minimum per year.
- (b) Business Agent(s) hired from CUPE Local 1004 bargaining units will be credited with time worked in their bargaining units for determining additional vacation based on the City of Vancouver Collective Agreement, plus one additional day (10 hours) per year of service beyond 30 years' service to a maximum of 38 days (380 hours) per year.
- (c) *Vacation in the Year of Retirement* - All **Permanent** Employees shall receive full vacation entitlement in the year of their retirement.
- (d) *Rates of Pay During Annual Vacation* - All employees will be paid during their annual vacations at their regular rates of pay.

- (e) *Effect of Disability Benefits on Annual Vacation* - An employee who is eligible for Disability Benefits shall not suffer a reduction in annual vacation of the first 26 weeks' absence on paid sick leave Disability Benefits.
- (f) *Effect of WorkSafe on Annual Vacation* - An employee who is on WorkSafe shall not accumulate annual vacation for any time absent on WorkSafe in excess of the 12 months.

9.2 Supplementary Vacation

- (a) **Permanent** Employees upon commencing the 11th, 16th, 21st, 26th, 31st, 36th, 41st or 46th calendar year of service shall thereupon become entitled to 40 hours of supplementary vacation.
- (b) It is understood between the parties that each employee shall become entitled to the supplementary vacation on the first day of January in the year the employee becomes eligible for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

9.3 Statutory Holidays

- (a) Provided an employee has worked at least 15 of the last 30 days prior to the statutory holiday, **Permanent** Employees are entitled to a holiday with pay on the following statutory holidays namely:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day appointed by Federal, Provincial, Municipal Governments to be a statutory holiday.

- (b) Business Agents shall receive paid statutory holiday(s). If the statutory holiday coincides with a Business Agent(s) days off or during vacation, then the Business Agent(s) can bank that day to be taken at a later date or be paid out at the Business Agent(s) option.
- (c) **Temporary Business Agents who are paid for the statutory holiday by their regular employer, shall receive the top up pay for the Statutory Holiday and shall work a schedule of five-day, eight-hour shifts that week only, as per Article 6.2. The Temporary Business Agents shall have the statutory holiday as a day off and will be paid accordingly.**

9.4 Vacation Scheduling

Vacation requests shall be submitted by February 1 of each year for the following 12-month period and will be approved based on seniority, and vacation schedules will be confirmed by February 28. Additional vacation requests submitted after February 1 will be approved on a first come first served basis.

ARTICLE 10 - POSTING AND FILLING OF POSITIONS

10.1 Vacant Positions

- (a) *Filling Vacancies*
- (1) Each vacancy in the bargaining unit shall be posted on the CUPE Local 1004 website and emailed to all CUPE Local 1004 members and current staff seven calendar days prior to the closing

date for the posting. External applications will be accepted. **Preference will be given to internal candidates.**

(2) All applicants will be judged on their skills and abilities. When candidates are equal in skills and ability, CUPE Local 1004 seniority shall be the determining factor.

ARTICLE 11 - SENIORITY

Seniority will be based on date of hire as a permanent Business Agent. Upon being hired into a permanent position, seniority dates for employees will be adjusted to include all hours worked as a Temporary Business Agent from 2009 until the date of hire as a permanent Business Agent.

ARTICLE 12 - LAYOFF AND RECALL

12.1 Layoff

(a) When laying off an employee or employees, the last hired shall be the first laid off, based on seniority. Employees who have completed their probationary period and who are laid off and subsequently recalled to work shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service.

(b) The Employer shall give to the employees concerned who have completed the probationary period not less than 30 days, prior written notice of any layoff under this Article. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. If an employee has not been given the opportunity to work for at least 30 days of the period of such notice the employee shall be paid for those days for which work was not made available.

12.2 Recall

In the case of employees who have completed the probationary period and are laid off due to lack of work, the Employer agrees to recall such employees in seniority order.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Grievance Process

Any difference concerning the dismissal, suspension or discipline of any worker or the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether any matter is arbitral, will be dealt with without stoppage of work as provided for in Article 13.

13.2 Complaint Stage

(a) A worker will take up the matter with the President or Staff Relations Committee within 15 working days of becoming aware of the incident. At the option of the worker, a shop steward or union representative may be present at the meeting.

(b) The Employer will respond, in writing, within 15 working days of the complaint meeting.

(c) Failing satisfactory settlement at the complaint stage, a worker may, with either a shop steward or union representative, grieve the matter by writing to the CUPE Local 1004 President or Staff Relations Committee within 15 working days of receiving a response from the Employer or within 30 working days of the complaint stage meeting.

13.3 Grievance Stage

- (a) The Union and the Employer shall hold a grievance meeting within 15 working days of the worker and shop steward or union representative grieving the matter.
- (b) The Employer shall respond in writing to the worker and the shop steward or union representative within 15 working days of the grievance meeting.

13.4 Policy Grievances

- (a) Where the Union or CUPE Local 1004 disputes the general application, operation, or interpretation of this Agreement or where a grievance involves more than one worker, either party may refer the dispute to the Grievance Stage of the Grievance Procedure.

13.5 Arbitration

- (a) Failing satisfactory settlement at the Grievance Stage, either party may refer the grievance, within ten working days of the Employer's response in Article 13.3(b), to a single arbitrator for final and conclusive determination.
- (b) An arbitrator will be chosen by mutual agreement between the Employer and the Union on a case-by-case basis.
- (c) Costs of the arbitrator will be shared 50% by the Employer and 50% by the Union.
- (d) In the alternative, if both parties agree, the matter may be referred to an alternate process such as mediation or Expedited Arbitration.

13.6 Time Limits

- (a) Extensions to the time limits may be agreed upon by the Parties.

ARTICLE 14 - GENERAL CONDITIONS**14.1 Personnel Records**

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the personnel file.
- (b) An employee shall be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee the existence of which the employee was not aware of at the time of filing.
- (c) If an employee wishes to review, or have a designate review, the contents of the personnel file, the employee shall on each occasion submit a request in writing to the President or Designate and, upon receiving permission, such review shall take place in the presence of a person authorized by the President or Designate.
- (d) Discipline letters will be removed from an employee's personnel file one year from the date of the disciplinary incident provided there has been no further incidents.

14.2 Disabled Employees

The Employer and Union agree to cooperate with each other in making every reasonable effort to provide opportunities for older employees or employees with disabilities to retain employment, recognizing the Employer is not obliged to create work as part of the accommodation process.

14.3 Union Representation

Both parties agree that an employee has the right to have a shop steward or other union representative present when disciplinary action may be taken (warning, suspension, termination) or during attendance management meetings.

ARTICLE 15 - HEALTH AND SAFETY

15.1 Safety Committee

BCUWU and the Employer agree to cooperate fully in regards to any safety concerns, and there shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

15.2 Human Rights

The Employer and the Union agree that any form of discrimination under the prohibited grounds of the *B.C. Human Rights Code* shall not be tolerated in the workplace.

- (a) There will be no harassment.
- (b) Harassment is any practice that places employees under any undue strain, undermines health or job performance or endangers employment status. This will include any repeated and unwarranted sexual comments, looks or suggestions and any unwarranted physical contacts that create an uncomfortable working environment.
- (c) Allegations of harassment will be processed as a grievance and does not prevent the employee from filing a complaint under the *Human Rights Code*.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.1 Definition

For this Agreement, the term "technological change" will mean:

- (a) The introduction by CUPE Local 1004 of a change in the work, undertaking or business or a change in the equipment or material from that previously used; or
- (b) A change in the manner in which CUPE Local 1004 carries on the work, undertaking or business related to the introduction of that equipment or material, which affects one or more employees.

16.2 Process

- (a) When CUPE Local 1004 intends to introduce a technological change CUPE Local 1004 will notify the union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made.
- (b) No incumbent employees will be laid off or terminated as a result of the introduction and operation of technology, associated equipment or associated work methods or suffer a reduction in rates of pay, hours of work or seniority. CUPE Local 1004 will provide existing employees with the training required to carry out the duties of jobs affected or created by technological change.

ARTICLE 17 - CONDITIONS AND BENEFITS NOT MENTIONED

Any working conditions, holiday benefits, welfare benefits, or other conditions of employment at present in force and recognized by both parties which are not specifically mentioned in this Agreement and are not contrary to its' intention, shall continue in full force and effect for the duration of this contract.

ARTICLE 18 - INDEMNIFICATION

Where Business Agent(s) work related actions and activities did not constitute neglect or negligence, the Employer shall indemnify, defend and hold harmless from liability (including such things as claims, assessments, fines, penalties, judgements, actual damages, punitive damages, demands, debts, actions, liens, judgments, costs, expenses or attorney's fees) the Business Agent(s) where the liability results from the Business Agent(s) activities carried out pursuant to the obligations of their employment.

ARTICLE 19 - EDUCATION LEAVE

Business Agent(s) shall receive a minimum of five days of training per year, including costs of course, supplies and regular wages. Additional days may be allocated with the approval of the President or Designate. Any Employer-required training will not reduce the minimum training days.

ARTICLE 20 - SEVERENCE PAY

- (a) CUPE Local 1004 agrees to pay an amount equal to two weeks straight time pay for each year of service in the Union Office to a maximum of 52 weeks if the Union intends to lay off Business Agents.
- (b) The Union agrees to maintain the Business Agent's benefits for a minimum of 12 weeks and if possible, to a maximum of 52 weeks provided the Business Agent pays the full premium costs.

ARTICLE 21 - EXPENSES/MEALS

The Business Agent(s) shall be reimbursed for any expenses incurred while conducting business on behalf of CUPE Local 1004 or representing CUPE Local 1004 at conferences or educational courses or seminars that are not already covered in this Agreement and will also be eligible for per diem payments defined in the CUPE Local 1004 Financial Policy Manual.

ARTICLE 22 - AUTOMOBILE ALLOWANCE/LEASED CAR

22.1 Business Agents Transportation

- (a) The Employer agrees to provide leased **vehicles** to Permanent Employees for their use on behalf of CUPE Local 1004. **Vehicle** leases shall be for eighty thousand (80,000) km or four years, whichever occurs first.
- (b) It is agreed that employees shall have the personal use of the **leased vehicle**. In addition, it is understood that the employees shall maintain a log detailing all business-related travel and pay for gas and oil for all vacations. **Logs shall be provided to the Employer on a minimum of a quarterly basis.**
- (c) **Business Agents on an unpaid leave of absence including parental leave in excess of four weeks shall not have access to a leased vehicle. If an employee intends to retire and elects to draw down any paid time ahead of the retirement date, the employee shall only be eligible to use the leased vehicle for the duration of their vacation bank usage up to five weeks.**


Business Agents employed on a temporary basis will be compensated with a mileage allowance equivalent to that provided by the City of Vancouver.

FOR CUPE LOCAL 1004 (*the Employer*):

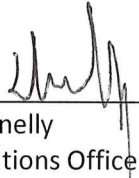
FOR BC UNION WORKERS' UNION (*the Union*):



Andrew Ledger
President



Richard Tones
President



Dennis Donnelly
Communications Officer

Karen Kindrid
Bargaining Committee

Sarah Carrier
Bargaining Committee

Signed at Burnaby, BC this 8th day of December 2021.

LETTER OF UNDERSTANDING #1 – LABOUR MANAGEMENT

Job duties, staffing levels and job descriptions are referred to the Labour Management Committee for review and discussion. A Letter of Understanding will be signed when both parties have come to an agreement regarding these issues and will come into effect upon signing. This language will be rolled into the Collective Agreement in the next round of bargaining.

Agreed and signed by all parties the 15th day of August, 2015.