

# **COLLECTIVE AGREEMENT**

**between**

**CUPE LOCAL 1004**



***(the Employer)***

**and the**

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



**Effective from January 1, 2024 to September 30, 2026**

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## ARTICLE 1 - TERM OF AGREEMENT

This Agreement shall be for a term of **thirty-three (33) months** with effect from January 1, **2024** to **September 30, 2026**, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under *Section 46 of the Labour Relations Code*, this Agreement shall continue in full force and effect, and 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 Probationary Employee

"Probationary Employee" means an employee who is newly hired into a permanent position and has not yet completed one hundred and twenty (120) active working days of employment. After one hundred and twenty (120) active working days of employment, a probationary employee becomes permanent. For the purposes of this provision, active working days shall be those that a probationary employee is actively at work, and shall exclude sick days, vacation, and any other leave.

### 2.3 Temporary Employees

"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.

### 2.4 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 (1) year, or other time as prescribed by applicable legislation.

### 2.5 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 backdated 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 who are on leave from their CUPE 1004 bargaining unit employer shall continue to pay CUPE Local 1004 dues pursuant to the terms of their respective collective agreement.**

#### **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**

- (a) **Wages shall be paid every second Friday.**
- (b) **The rate of pay shall be \$48.91 per hour as of December 31, 2023, and adjusted as follows through the term of the agreement.**
- **Increased by four percent (4%) as of January 1, 2024 to \$50.87 per hour;**
  - **Increase by one dollar (\$1) as of October 1, 2024 to \$51.87 per hour;**
  - **Increase by three and one-half percent (3.5%) as of January 1, 2025 to \$53.67;**
  - **Increase by seventy-five cents (\$0.75) and three percent (3%) as of January 1, 2026 to \$56.05.**

##### **6.2 Hours of Work**

- (a) **The regular hours of work shall consist of four (4), ten (10)-hour shifts (40 hours) between Monday and Friday inclusive of one-half (½) 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) **Shifts will be allocated by seniority to ensure necessary staffing levels are maintained on Mondays and Fridays. Shift allocations may be changed when the composition of the workforce is altered, or by mutual agreement by the parties.**
- (d) **When possible, the Business Agent(s) will include attendance at Executive Board, membership, and unit meetings, as part of the regular work week. Where attendance at the aforementioned meetings as part of a Business Agent's regular work week is not possible, time so worked will be covered under Article 7 (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 (5)-day, eight (8)-hour shifts for that week only, as per Article 9.3.**

### 6.3 Rest Periods

Two rest periods of **fifteen (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 **forty (40)** hours in one week but less than **fifty (50)** hours. Instead, cumulative time off (CTO) will be accumulated at straight time rates.
- (b) In the event that hours in excess of **fifty (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 **forty (40)** hours up to **fifty (50)** hours, works overtime beyond **fifty (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 **(1)** 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 **(1)** 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) *Permanent Employees*

All permanent employees shall be entitled to one hundred and sixty (160) hours of sick leave per calendar year, prorated for partial years, to a maximum accrual of two thousand and ninety (2,090) hours (209, 10-hour shifts). Sick leave can be used for paid time off to attend medical and dental appointments.

Upon termination, retirement, or resignation, a departing Business Agent shall be paid out for up to four hundred and eighty (480) hours of accrued and unused sick leave, and such payout shall be in the form of either a single lump-sum payment or issued as ten (10) biweekly payments aligning with normal pay periods at the discretion of the Business Agent.

(b) *Temporary Employees*

Temporary employees shall accrue sick leave credits at a rate of ten (10) hours per month and to a maximum of one hundred and sixty (160) hours. Accrued sick leave banks for temporary employees are reset to zero (0) following a break in service of more than three (3) months exclusive of vacations and other leaves.

**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 **one hundred and twenty-five dollars (\$125)** per person per **twenty-four- (24)** month period;

(2) *Vision Care* - to a maximum payable of **six hundred and fifty dollars (\$650)** per person per **twenty-four- (24)** month period, including coverage for laser eye surgery;

(3) *Hearing Aids* - to a maximum payable of **seven hundred dollars (\$700)** per person in a five **(5)** calendar year period;

(4) *Orthopedic Shoes* - to a maximum payable of **four hundred dollars (\$400)** for adults/**two hundred dollars (\$200)** for children in a calendar year and orthotics to a maximum payable of **three hundred dollars (\$300)** every five **(5)** years;

(5) Diabetic Equipment and Supplies, and Ostomy Supplies;

(6) *see below\**

(7) **Clinical Psychologist services – one thousand two hundred dollars (\$1,200) maximum payable per person in a calendar year;**



(8) **Fertility treatment to a lifetime maximum per person of three thousand dollars (\$3,000);**

(9) **dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia Pharmacare Program; and**

(10) **In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates "no substitutions" on the prescription.**

The EHB lifetime maximum coverage under this Plan will be **one million dollars (\$1,000,000)** per covered employee and dependent. The Plan has an annual deductible of **one hundred dollars (\$100)**.

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

***\*Effective January 1, 2025:***

(6) **Chiropractor and naturopath services to a combined maximum of seven hundred dollars (\$700) per calendar year; physiotherapist and massage practitioner services to a combined maximum of one thousand dollars (\$1,000) per calendar year; podiatrist services to a maximum of three hundred and fifty dollars (\$350) per calendar year; and acupuncture treatments to a maximum of two hundred and fifty dollars (\$250) per calendar year.**

#### **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 **eighty percent (80%)** of the approved schedule of fees;
- (b) *Prosthetics, Crowns and Bridges (Plan B)* - paying for **fifty percent (50%)** 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 **three thousand dollars (\$3,000)** for adults and dependent children as defined by the Plan;
- (d) The Employer shall pay **eighty-five percent (85%)** and the employees shall pay **fifteen percent (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 (**1½**) times basic annual salary, which shall be computed to the next higher **one thousand dollars (\$1,000)**.
- (b) Coverage shall be provided until age **seventy (70)** without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age **seventy (70)**.
- (c) **One thousand dollars (\$1,000)** coverage shall be provided to employees who retire at age **seventy (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 **one thousand dollars (\$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 **one hundred percent (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 **ten thousand dollars (\$10,000)** up to a maximum of **two hundred and fifty thousand dollars (\$250,000)**. The employee shall pay **one hundred percent (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 **one hundred and sixty (160)** hours of sick leave, the Employer shall pay the eligible Business Agent(s) **eighty percent (80%)** of regular pay to a maximum of **ninety (90)** calendar days.

(b) After **ninety (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 **(\$1.20)** per each **one hundred dollars (\$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 **(2)** years. Employees then have the option to self-pay.

### 8.9 Long-Term Disability Leaves

**Employees on Long-term disability shall provide updates on their status every ninety (90) days and shall provide not less than thirty (30) days' notice of their return to work.**

### 8.10 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.

### 8.11 Municipal Pension Plan

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

### 8.12 Pension "Buy-Back" Provisions

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 **(6)** 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 **fifty-fifty (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 **twelve (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 ( $\frac{1}{2}$ ) of the costs previously paid by the employee provided the employee has reached the minimum retirement age.*

### 8.13 Compassionate Leave

- (a) A Permanent Employee who has completed six **(6)** months of employment, may be granted compassionate leave without loss of pay for a period not to exceed five **(5)** working days in the following events (*a day to be defined as the hours scheduled to work, which could be **ten [10]** hours*):
  - (1) in the case of the death of the employee's wife, husband, child, stepchild, ward, brother, sister, parent, stepparent, 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 ( $\frac{1}{2}$ ) day without loss of pay in order to attend a funeral as a pallbearer or a mourner.

#### 8.14 Employee and Family Assistance

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

#### 8.15 Maternity and Parental Leave

(a) *Length of Leave*

An employee is entitled up to **eighteen (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 **(6)** 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 **(5)** consecutive weeks' leave without pay where the child is at least six **(6)** 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 **eighteen (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 **(4)** 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 **(4)** weeks' notice prior to the date the employee intends to return to work.

(5) An employee who wishes to return to work within six **(6)** 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 (SEIB)*

(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 **ninety-five percent (95%)** of their gross weekly earnings and is paid as follows:

(i) for the first **seventeen (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 8.15(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.

#### **8.16 Jury Duty and Court Attendance**

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.

#### **8.17 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 **sixty (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 **(2)** 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.

#### **8.18 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 **(1)** 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.

#### **8.19 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 **(3)** separate leaves per year shall be paid. Any unpaid time may be addressed by accessing earned banks vacation or leave without pay.

#### **8.20 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.

#### **8.21 Family Responsibility Leave**

(a) **In the case of illness or injury to an immediate family member, an employee may use their accrued sick leave entitlement hours to a maximum of twenty (20) hours per incident and sixty (60) hours per year for this purpose.**

(b) Upon request, use of additional sick leave entitlement hours may be approved. Satisfactory proof of the necessity of the employee's absence may be requested by the Employer prior to approving use of additional sick leave entitlement hours.

#### ARTICLE 9 - VACATIONS AND PUBLIC HOLIDAYS

##### 9.1 Vacations for Permanent Employees

(a) Annual Vacation Entitlement - Shall be as follows:

- Base vacation: 6 weeks (240 hours)
- After 15 years of service: 7 weeks (280 hours)
- After 20 years of service: 8 weeks (320 hours)
- After 25 years of service: 9 weeks (360 hours)

(b) Business Agent(s) hired from CUPE Local 1004 bargaining units will be credited with **years of service** in their bargaining units for determining **annual vacation entitlement based on Article 9.1 (a)**.

(c) All Permanent Employees shall receive full vacation entitlement in the year of their retirement.

(d) All employees will be paid during their annual vacations at their regular rates of pay.

(e) An employee who is eligible for Disability Benefits shall not suffer a reduction in annual vacation of the first **twenty-six (26)** weeks' absence on paid sick leave Disability Benefits.

(f) An employee who is on WorkSafe shall not accumulate annual vacation for any time absent on WorkSafe in excess of the **twelve (12)** months.

##### 9.2 Vacation for Temporary Employees

(a) Temporary Employees shall receive a premium of ten percent (10%) on those wages paid directly to employees by the Employer in lieu of vacation entitlements.

(b) Temporary Employees who are on leave from a CUPE Local 1004 employer shall receive this premium on each top-up paycheck, calculated as a percentage of top-up paid.

(c) Temporary Employees who work directly for CUPE Local 1004 and who are not on leave from an employer may accrue this premium, which is calculated on total wages paid.

##### 9.3 Statutory Holidays

(a) Provided an employee has worked at least **fifteen (15)** of the last **thirty (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    | <b>National Day for Truth and Reconciliation</b> |
| Easter Monday  | Thanksgiving Day                                 |
| Victoria Day   | Remembrance Day                                  |
| Canada Day     | Christmas 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 (5)-day, eight (8)-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 **twelve (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 Filling Permanent Vacancies

(a) 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 **not less than twenty-one (21)** calendar days prior to the closing date for the posting. External applications will be accepted. Preference will be given to internal candidates. **For the purposes of this article, internal candidates shall be those applicants who have served as a Business Agent for more than one thousand (1,000) hours in the past twenty-four (24) months, and who remain in the temporary employee pool.**

(b) The required knowledge, skill and ability for the position will be the primary consideration in assessing applicants. Where candidates are equal in knowledge, skill and ability, CUPE 1004 seniority shall be the determining factor.

#### 10.2 Temporary Employee Hiring and Pool

##### (a) *Temporary Employee Pool*

The Employer shall issue postings and conduct interviews as needed to create a pool of qualified and available individuals to serve as temporary employees. Candidates who successfully pass the interview shall be placed into the pool for a period of twelve (12) months. If, after being placed into the pool for twelve (12) months, a successful candidate has not served in a temporary employee role, they will be removed from the pool and be required to reapply for re-entry into the pool as part of a subsequent posting.

##### (b) *Temporary Employee Postings*

Postings for the temporary employee pool shall be posted on the CUPE Local 1004 website and emailed to all CUPE Local 1004 members and current staff not less than twenty-one (21) calendar days prior to the closing date for the posting. External applications will be accepted.

##### (c) *Assessment of Candidates*

The required knowledge, skill and ability for the position will be the primary consideration in assessing applicants. Where candidates are equal in knowledge, skills and ability, CUPE 1004 seniority shall be the determining factor.

(d) ***Selection for Assignment***

The Employer shall select, on an equitable basis, from the temporary employee pool to fill temporary vacancies as needed. Those selected for an assignment shall maintain membership in the temporary employee pool for the term of their assignment, and for twelve (12) months following their last day of employment.

**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 **thirty (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 **thirty (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**

**13.2 Step 1 – Complaint Stage**

(a) A worker will take up the matter with the President within **fifteen (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 **fifteen (15)** working days of the complaint meeting.

(c) **Failing satisfactory resolution at Step 1, the matter may be advanced to Step 2.**

**13.3 Step 2 – Grievance Stage**

(a) **Failing satisfactory settlement at Step 1, the Complaint Stage, the Union may grieve the matter by writing to the Staff Relations Committee within fifteen (15) days of receiving a response from the Employer, or within thirty (30) working days of the Step 1 Complaint Stage Meeting.**

(b) The Union and the Employer shall hold a grievance meeting within **fifteen (15)** working days of the worker and shop steward or union representative grieving the matter.

(c) The Employer shall respond in writing to the **Union** within **fifteen (15)** working days of the grievance meeting.

#### **13.4 Step 3 – Arbitration**

(a) Failing satisfactory settlement at the Grievance Stage, either party may refer the grievance, within ten **(10)** 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 **fifty percent (50%)** by the Employer and **fifty percent (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.

#### **13.5 Policy Grievances**

Where the Union or **Employer** disputes the general application, operation, or interpretation of this Agreement or where a grievance involves more than one **(1)** worker, either party may refer the dispute to the Grievance Stage **(Step 2)** of the Grievance Procedure.

#### **13.6 Time Limits**

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 **Staff Relations Committee** and, upon receiving permission, such review shall take place in the presence of a **Staff Relations Committee member**.

(d) Discipline letters will be removed from an employee's personnel file one **(1)** 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 regard 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 **(5)** 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 - SEVERANCE PAY

- (a) CUPE Local 1004 agrees to pay an amount equal to two **(2)** weeks straight time pay for each year of service in the Union Office to a maximum of **fifty-two (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 **twelve (12)** weeks and if possible, to a maximum of **fifty-two (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 **and gas cards** to Permanent Employees for their use on behalf of CUPE Local 1004. Vehicle leases shall be for eighty thousand (80,000) km or four **(4)** 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 **(4)** 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 (5)** weeks.

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

## **22.2 Leased Vehicles**

In advance of the expiry of the leased vehicles for Permanent Business Agents, the parties agree to meet to discuss the potential for a car allowance in lieu of the leased vehicle benefit. Should the parties not be able to come to an agreement, the issue of leased vehicles will be a topic of discussion at the following round of collective bargaining.

## **ARTICLE 23 - EQUIPMENT AND SERVICES**

The Employer will provide the necessary services and equipment for Business Agents to undertake their duties, including a cell phone with a calling and data plan, laptop computer, docking station/screen, and access to a software package including word processing, spreadsheets, email/calendar, online meeting, cloud storage, and task management programs.

## **ARTICLE 24 - CLASSIFICATION REVIEWS**

### **24.1 Adding or Modifying Classifications**

The Employer reserves the right to change or modify positions within the bargaining unit and to introduce new classifications.

### **24.2 Introduction of New Classifications**

When a new classification is established, the Employer will meet with the union to discuss the classification, and the parties will negotiate compensation for the new classification. Should the parties not reach an agreement on compensation, either party may refer the matter to Arbitration as per Article 13.

### **24.3 Changes to Existing classifications**

- (a) Should the Employer change or modify the job duties of an existing classification they will meet with the union to discuss the changes and/or modifications. Should the changes and/or modifications constitute a significant increase in responsibility or require additional skill or qualifications, the parties will negotiate updated compensation for the modified position. Should the parties not reach an agreement on compensation, either party may refer the matter to Arbitration as per Article 13.
- (b) Should a member identify that their job has been significantly changed and/or modified, they will outline the changes and/or modifications and submit a summary of such to the Employer, with a copy to the Union. Within thirty (30) days, the parties will meet and come to a mutual agreement about the changes. Should the changes and/or modifications constitute a significant increase in responsibility or require additional skill or qualifications, the parties will negotiate updated compensation for the modified classification. Should the parties not reach an agreement on compensation, either party may refer the matter to Arbitration as per Article 13.

## **ARTICLE 25 - BARGAINING UNIT WORK**

The Employer and the Union agree that work that is normally performed by members of the bargaining unit will not be assigned to contractors or volunteers outside the bargaining unit. This does not restrict the Employer from using outside resources to perform work for the Employer when either workload or

lack of expertise of existing staff makes the assignment necessary. The work of CUPE National Representatives shall not be considered as a conflict to the provisions herein.

#### ARTICLE 26 - JOB PROTECTION

In the event that CUPE Local 1004 merges, amalgamates, affiliates or combines all or any part of its operations or functions with another organization, all benefits and conditions of employment will be integrated and will not be adversely affected, or, at their option, workers will be compensated in a mutually acceptable manner.

**FOR CUPE LOCAL 1004  
(the Employer):**

Signed by:



32A26DD5D0B941F...

Steven Beasley  
CUPE Administrator

Signed by:



271D976438964E7...

Rob Limongelli  
CUPE Assistant Administrator

**FOR B.C. UNION WORKERS' UNION  
(the Union):**

Signed by:



655AE3A3BC004E1...

Brett Harper  
President

Signed by:



058716FA0B55447...

Saul Blakey  
Bargaining Committee


Signed by:



805B74725B19473...

Michael Robinson  
Bargaining Committee

DocuSigned by:



4D3008BEA6DF416...

Sean Antrim  
Negotiator

Signed: 6/13/2025

### APPENDIX #1 Job Descriptions - Business Agent

|                      |  |
|----------------------|--|
| <b>Job title:</b>    | <b>Business Agent</b>  |
| <b>Reports to:</b>   | <b>Local 1004 President</b>                                      |
| <b>Compensation:</b> | <b>As per the CUPE Local 1004 and BCUWU Collective Agreement</b> |

***Scope:***

The Business Agent under the direction of the President, in close liaison with the other Business Agents and the CUPE National Representatives, is responsible for the efficient and effective handling of labour relations issues, including collaborating with elected officers, volunteer Stewards, developing intake processes, prioritizing work, and creation of standard responses for the handling of standard labour relations inquiries. The Business Agent regularly advises and provides verbal and written requests, reports, and recommendations to the Local 1004 President and Executive Board, including recommending settlements, resolves, withdrawals of grievances.

The Business Agent builds relationships with employers' management, human resources, and labour relations representatives, seeking resolutions to issues and grievances with reasonable approaches to problem solving and mediation for opposing parties. The Business Agent regularly attends labour management meetings and may regularly chair such meetings. The Business Agent works collaboratively to support the work of elected worker and union representatives, escalating their role as labour relations issues exceed the scope or capacity of elected officials, and/or where advice, coaching, mentorship or guidance are required.

***Duties and responsibilities:***

- Administers collective agreements for assigned bargaining units.
- Provides direct assistance to stewards and elected officials from assigned bargaining units, and direct assistance to members once a grievance is filed or where no steward or elected officials are available.
- Works collaboratively with stewards to support their work, providing advice, mentorship, instruction, and where appropriate, direction on labour relations work.
- Works collaboratively with CUPE National Representatives, and in conjunction with the President and Executive Board, to provide training to shop stewards and Union officers; assisting with course outlines and materials; and leading or co-leading seminars and workshops.
- Prepares and presents grievances for assigned bargaining units.
- Represents assigned bargaining units in various Labour Relations Board proceedings.
- Represents assigned bargaining units to various elected employer bodies.
- Serves as a resource person to assigned internal Union committees and sits as a non-voting member on various ad hoc planning, advisory and joint committees as assigned.
- Assists in providing advice to bargaining units regarding collective bargaining as assigned.
- Assists the President with special projects and emergency situations; performs related research tasks as directed.
- Writes letters, memos, notices, bulletins, articles, and reports.



- Maintains files related to collective bargaining, collective agreement administration and grievances, as well as operate a personal computer and use a variety of software programs.
- Maintains an awareness of current developments in the trade union movement by reading, and attending courses and seminars with employer approval.
- Attends and participates in regular Business Agent meetings and other administrative meetings as required.
- Attend member outreach events and site visits for assigned units, and assist with their organization.

***Knowledge, Skills & Abilities:***

- Grade 12 supplemented by union education and courses in trade union topics, plus related trade union experience and a demonstrated commitment to trade union principles, or an equivalent combination of education, training and experience.
- Knowledge of the labour movement and its aims, union history, labour relations, arbitral law, and related laws (e.g. human rights, employment standards, and workers compensation).
- Knowledge of political and social justice issues that promote solidarity, equity, democracy, and respect for working people.
- Knowledge of general office procedures, information technology platforms and software, and tools (e.g. Microsoft Office, email etiquette, and file management systems, video conferencing).
- Developed interview skills and empathetic listening.
- Good note taking and record keeping skills for case management.
- An ability to write clearly, communicate findings and express complex technical issues in a simple and understandable way.
- Ability to conduct meetings, present positions, and arguments, negotiate agreements, respond to emergencies, deal sensitively with people who may be angry or distressed and use discretion in discussing matters of a highly confidential nature.
- Ability to read and analyse all relevant documents, to conduct research and to prepare grievance and appeal presentations, correspondence, and technical documents such as reports and letters of agreement.
- Ability to work independently, keep track of and adhere to time limits and deadlines.
- Ability to read, write and speak in the English language, and strong communications and interpersonal skills.
- Applicants should be able to work variable working hours as required.
- Valid B.C. driver's license

***Working conditions:***

The Business Agent works as part of an approximately six-person office team, inclusive of a full-time elected president. Team members have designated office space with options to work remotely when necessary. The work is mostly at a computer or by phone with regular in-person and remote meetings. Attendance will also be required at some CUPE Local 1004 events.

Working conditions of this position are governed by the CUPE Local 1004 and BCUWU Collective Agreement. The role is based at the CUPE Local 1004 office with requirements to travel to various worksites and other locations to attend meetings, investigations, and bargaining sessions. All employees of CUPE Local 1004 are responsible and accountable for personal and confidential information daily.

Competing demands, a cyclical and seasonally varying level of service requests, and circumstances beyond the control of CUPE Local 1004 often requires the Business Agent to prioritize competing demands and

prioritize work effectively. Occasionally the role will be asked to provide information urgently, and respond to emergencies related to incidents occurring on worksites and among the CUPE Local 1004 membership.

The Business Agent is overseen by an elected, full-time President, who is a member of an Executive Committee composed of elected union members. Elections occur annually, with regular turnover in the Executive Committee membership.

***Physical requirements:***

The Business Agent will spend several hours a day working at a computer with the ability to move about the office as needed. Office furniture will follow Occupational Health and Safety Standards. Most of the workday is spent reading content, creating written/typed content, speaking on the phone, travelling within Vancouver, or in meetings. The work occasionally requires sustained focus on complex and detailed information.

***Psychological demands:***

CUPE Local 1004 serves members who are often in situations that could potentially impact their livelihoods. Staff may encounter anxious, agitated, emotional, and insistent people, as well as people with mental disabilities. This position will call upon the employee's resilience, openness, and ability for listening and responding professionally. Employees doing this high impact environment work can be accompanied by chronic stress and compassion fatigue, leading to physical and emotional exhaustion.

|                |                    |                 |
|----------------|--------------------|-----------------|
| Approved by:   | Employer approval: | Union approval: |
| Signed:        |                    |                 |
| Date approved: |                    |                 |

***Job descriptions should be reviewed at each round of bargaining. This job description is covered by the CUPE Local 1004 and BCWU Collective Agreement. Any changes must be done by mutual agreement.***

**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 15<sup>th</sup> day of August 2015.***